



CITY of CLOVIS

AGENDA • CLOVIS CITY COUNCIL
Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofclovis.com.

July 1, 2019

6:00 PM

Council Chamber

The City Council welcomes participation at Council Meetings. Members of the public may address the Council on any item of interest to the public that is scheduled on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic.

Meeting called to order by Mayor Bessinger
Flag salute led by Councilmember Mouanoutoua

ROLL CALL

PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation Recognizing July as Parks and Recreation Month.

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

2. City Clerk – Approval - Minutes for the June 17, 2019 Council Meeting.
3. Community and Economic Development - Approval – Res. 19-____, Supporting the County of Fresno's Homelessness Priorities for Calendar Year 2019.
4. Community and Economic Development - Receive and File – Business Organization of Old Town (B.O.O.T.) Fourth Quarter Report, April through June 2019.
5. Finance - Receive and File – Investment Report for the month of April 2019.
6. Finance - Receive and File – Treasurer's Report for the month of April 2019.
7. Finance - Approval - Res. 19-____, Measure C Extension Local Transportation Pass through Revenues Certification and Claim Forms for 2019-20.
8. General Services – Approval – Res. 19-____, Ratifying Workers' Compensation Insurance Coverage for Injury Sustained by Peace Officers While Off-Duty Outside the State of California.
9. General Services – Approval – Res. 19____, Amending the City's Classification and Compensation Plans to Include the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications; and Approval - Res. 19____, Amending the City's Position Allocation Plan in both Planning and Development Services and Public Utilities by adding the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications and deleting the Junior Engineer, Assistant Engineer, Associate Engineer Classifications.
10. General Services – Approval - Res. 19-____, Adopting Wage and Benefit Changes for City of Clovis Management Employees for FY2019-2020, FY2020-2021 and FY2021-2022.
11. General Services – Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Transit Employees Bargaining Unit.
12. General Services – Approval – Res. 19-____; Approving a Memorandum of Understanding between the City of Clovis and the Clovis Professional and Technical Association.
13. General Services – Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Employees Association.
14. General Services – Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Public Works Employees Affiliation.
15. General Services – Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Technical and Financial Professionals.

16. General Services – Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Public Safety Employees Association.
17. General Services – Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Firefighters Association.
18. Planning and Development Services - Approval - Bid Award for CIP 13-02, Shepherd and Minnewawa Traffic Signal, and; Authorize the City Manager to execute the contract on behalf of the City.
19. Planning and Development Services - Approval - Bid Award for CIP 17-14, Temperance Avenue Street Improvements from Shaw Avenue to Barstow Avenue, and; Authorize the City Manager to execute the contract on behalf of the City.
20. Planning and Development Services - Approval – Res. 19-____, Final Map for Tract 6209, located in the southwest area of Shepherd Avenue and Locan Avenue (Valley Coastal Development, LLC, a Limited Liability Company – Granville Homes).
21. Planning and Development Services - Approval – Res. 19-____, Annexation of Proposed Tract 6209, located in the southwest area of Shepherd Avenue and Locan Avenue, to the Landscape Maintenance District No. 1 of the City of Clovis (Valley Coastal Development, LLC, a Limited Liability Company – Granville Homes).
22. Public Safety - Approval - Res. 19-____, Amending the Police Department's Budget for FY 2019-2020 to reflect the Department of Alcoholic Beverage Control 2019-2020 GAP grant award in the amount of \$46,334.
23. Public Utilities – Approval – Award Non-Exclusive Franchise Agreement for Hauling of Construction and Demolition Debris to the following applicants: Orange Avenue Disposal, Inc. (DBA Industrial Waste & Salvage); Kroecker, Inc.; Allied Waste Services of North America, LLC (DBA Allied Waste Services of Fresno); North Cal Hauling Company; USA Waste of California, Inc. (DBA Waste Management); Mid Valley Disposal; Nick's Trucking, Inc.; and Mini Dumpsters of Fresno, LLC.
24. Public Utilities – Approval – Res. 19-____, Declaring the City's Intent to Reimburse Expenditures Related to the Purchase of Police Vehicles from Tax Exempt Lease Purchase Financing; and Authorize the City Manager to Sign the Lease Purchase Agreement and Related Documents, Waive the City's Formal Bidding Requirements, and Authorize the Purchase of Police Vehicles off of the Sourcewell Purchasing Contract from National Auto Fleet Group.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

25. Consider Introduction - Ord. 19-____, Amending Various Sections of the Municipal Code Relating to Development Fees; and Consider Approval - Res. 19-____, Revising the Master Development Fee Schedule and Providing a Description of Fees to be Requested for County Adoption.

Staff: Sean Smith, Associate Engineer/DRU Manager

Recommendation: Approve

26. Consider Approval – Res. 19-____, Establish City of Clovis Underground Utility District No. 8 along Bullard Avenue between Minnewawa and Woodworth Avenues.
Staff: Thad Avery, CIP Manager
Recommendation: Approve
27. Consider Approval – Res. 19-____, Accepting the Engineer's Report for AD 95-1 (Blackhorse Estates) and Imposing Assessments for the 2019-2020 Fiscal Year.
Staff: Mike Harrison, City Engineer
Recommendation: Approve

CORRESPONDENCE – Correspondence is communication addressed to City Council that requests action.

28. None.

ADMINISTRATIVE ITEMS – Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

29. None.

CITY MANAGER COMMENTS

COUNCIL ITEMS

30. Consider Approval – Change of Council Meeting Schedule.
Staff: Luke Serpa, City Manager
Recommendation: Approve
31. Council Comments

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

32. None.

ADJOURNMENT

| Future Meetings and Key Issues | | | |
|---------------------------------------|-----------|-----------------------------------|-----------------|
| July 8, 2019 (Mon.) | 6:00 P.M. | Regular Meeting (To Be Cancelled) | Council Chamber |
| July 15, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Aug. 5, 2019. (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Aug. 6 – Sep. 2, 2019 | | Summer Recess | |
| Sep. 3, 2019 (Tue.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Sep. 9, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |
| Sep. 16, 2019 (Mon.) | 6:00 P.M. | Regular Meeting | Council Chamber |

CITY of CLOVIS PROCLAMATION

Recognizing July as Parks and Recreation Month

WHEREAS, the U.S. House of Representatives, of the One Hundred and Eleventh United States Congress, has designated July as Parks and Recreation Month; and

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of Clovis; and

WHEREAS, our parks and recreation programs contribute to establishing and maintaining the quality of life and the economic and environmental well-being of our community and region; and

WHEREAS, parks and recreation programs provide recreational and social opportunities for youth, teens, adults, and seniors, which helps to improve the physical and mental health of our citizens; and

WHEREAS, parks and natural open spaces can improve water quality, reduce flooding, improve air quality, and provide habitat for wildlife; and

WHEREAS, our parks and natural recreation areas provide beauty to our community, and create space for children and adults to connect with nature and enjoy the outdoors.

NOW, THEREFORE, BE IT RESOLVED, that the City of Clovis on behalf of the citizens of Clovis, recognizes July as

Parks and Recreation Month

IN WITNESS THEREFORE, I hereunto set my hand and cause the official seal of the City of Clovis to be affixed the 1st day of July, 2019.




Mayor

CLOVIS CITY COUNCIL MEETING

June 17, 2019

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Bessinger
Flag Salute led by Councilmember Flores

Roll Call: Present: Councilmembers Ashbeck, Flores, Mouanoutoua, Mayor Bessinger
Absent: Councilmember Whalen

11. 6:02 - APPROVED - CONFIRMATION OF CITY MANAGER'S APPOINTMENT OF POLICE CHIEF

Mayor Bessinger, with the consensus of City Council, moved Agenda Item 11 to the beginning of the meeting.

City Manager Luke Serpa presented a report and recommendation for Council to confirm the City Manager's appointment of Curt Fleming as Police Chief effective August 3, 2019. Police Chief Basgall announced his retirement in May. Captain Fleming brings over 20 years of experience, serving in nearly every division in the Clovis Police Department. The City Manager has determined that Captain Fleming is well qualified and prepared for this leadership position, and has made the appointment as Police Chief, subject to City Council confirmation, effective August 3, 2019. Captain Curt Fleming thanked Council and introduced friends and family. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to confirm the City Manager's appointment of Curt Fleming as Police Chief effective August 3, 2019. Motion carried 4-0-1 with Councilmember Whalen absent.

PRESENTATION – 6:12

1. Presentation of Proclamation Recognizing the Business Organization of Old Town's 30th Anniversary.

Councilmember Mouanoutoua presented a Proclamation to Business Organization of Old Town's (BOOT) board members recognizing BOOT's 30th Anniversary.

Councilmember Whalen arrived at 6:25 p.m.

PUBLIC COMMENTS – 6:28

Representatives from the Census Bureau commented on the 2020 census.

Judy Moffett, resident, commented on the Senior Center not allowing an emotional support animal, and requested Council change the policy for not allowing them in the Senior Center.

Ron Sundquist, resident, commented on Councilmember Vong Mouanoutoua speaking at Centennial Plaza for Flag Day on Friday.

CONSENT CALENDAR – 6:43

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

2. City Clerk – Approved - Minutes for the June 10, 2019 Council Meeting.
3. General Services – Approved – **Res. 19-71**, Amending the City's FY19-20 Position Allocation Plan by deleting one (1) Community Service Officer and adding one (1) Animal Control Officer.
4. General Services – Approved – Approve a One-Year Contract Extension with EMCOR Services for the Maintenance of Heating, Ventilation and Air-Conditioning Equipment from August 1, 2019 through July 31, 2020.
5. General Services – Approved – **Res. 19-72**, Approval of a Memorandum of Understanding between the City of Clovis and the Clovis Police Officers' Association.
6. Planning and Development Services - Approved - Bid Award for CIP 17-15, Armstrong Avenue Street Reconstruction; and Authorize the City Manager to execute the contract on behalf of the City.
7. Planning and Development Services - Approved – For the City Council to approve an updated Consultant List from which Professional Consultants shall be selected.

PUBLIC HEARINGS

8. 6:44 - APPROVED - ITEMS ASSOCIATED WITH APPROXIMATELY 35.43 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BULLARD AND LEONARD AVENUES. LAS BRISAS BUILDERS, INC., OWNERS; WCP DEVELOPERS, LLC. APPLICANT/REPRESENTATIVE.
 - A. APPROVED - **RES. 19-73**, CUP2017-10A2, A REQUEST TO APPROVE A CONDITIONAL USE PERMIT AMENDMENT FOR THE INCREASE IN LOTS, REVISE HOUSE PLANS, AND A REVISION IN CIRCULATION, FOR A 249-LOT SINGLE-FAMILY PLANNED RESIDENTIAL DEVELOPMENT WITH PUBLIC AND PRIVATE STREETS, GATED ENTRY, REDUCED SETBACKS, REDUCED LOT WIDTHS, AND INCREASED LOT COVERAGE; AND
 - B. APPROVED - **RES. 19-74**, TM6186A, A REQUEST TO AMEND AN APPROVED VESTING TENTATIVE TRACT MAP, INCREASING THE LOT COUNT FROM 229-LOTS TO 249-LOTS, FOR A SINGLE-FAMILY RESIDENTIAL SUBDIVISION.

Senior Planner Orlando Ramirez presented a report on various items associated with approximately 35.43 acres of property located at the southeast corner of Bullard and Leonard Avenues. The staff report subject line for the Project states that the applicant proposes a 249-lot, planned residential development with gates and private streets. Based on staff recommendations, Planning Commission comments, and a recent neighborhood meeting, the project has evolved. The current proposal includes a 229-lot planned residential development with public streets, sidewalks on both sides and public open space amenities. The Planning Commission had considered most of these changes and also discussed some options which included reducing the lot count back to the approved number. Since the Planning Commission considered all of the proposed changes, there was no requirement to send the Project back for their review. The applicant is requesting an amendment to the previously approved Tentative Tract Map TM6186, located at the southeast corner of Bullard and Leonard Avenues. The

applicant's request would include removing the entry gates, modification from private to public streets, providing sidewalks on both sides, providing public access on the east, modification from private open space to public parks, and a revision to the approved house plans. Approval of this Project would allow the developer to continue processing development drawings.

Paul Pierce, resident, raised questions of about capturing rain water as development occurs. Jeff Urbine, resident who lives adjacent project, raised concerns of opening up Roberts Avenue and access to the park. Kathy Fereshe, area resident, spoke in support. Adrian Burns, Wathen Castanos, applicant, spoke in support. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, for the Council to approve an amendment to the circulation for CUP2017-10A2, within vesting tentative tract map TM6186 for certain properties located at the southeast corner of Bullard and Leonard Avenues, and finding the project does not require further environmental review. Motion carried by unanimous vote.

Motion by Councilmember Ashbeck, seconded by Councilmember Whalen, for the Council to approve TM6186A, a vesting tentative tract map, consisting of 229 lots to be located at the southeast corner of Bullard and Leonard Avenues, and finding the project does not require further environmental review. Motion carried by unanimous vote.

CORRESPONDENCE

9. NONE.

ADMINISTRATIVE ITEMS

10. NONE.

CITY MANAGER COMMENTS 7:23

City Manager Luke Serpa commented on attending a League of California Cities meeting last week and informed council of some committee positions that are available should any councilmember desire to apply.

COUNCIL ITEMS 7:23

12. Council Comments

Councilmember Whalen reported out on a League of California Cities Public Safety Committee.

Councilmember Ashbeck reported out on attending a Fresno County Transportation Authority attended las week. She also questioned the construction phasing map for the Willow Avenue widening and questioned why it does not go all the way to Copper Avenue. City Engineer Mike Harrison addressed the question and noted that there was inadequate funding to go all the way up to Copper Avenue.

Councilmember Mouanoutoua reported out on attending a League of California Cities committee meeting last week. He also request a flashing light on the west side of the council chamber be

fixed. He also commented on Dope Barber Shop ribbon cutting and the lack of communication on what role the Council plays at these type of events.

Councilmember Flores commented on the Willow Avenue widening meeting last Tuesday.

Mayor Bessinger commented on a conversation with the mayor of the City of Cloverdale regarding proposed legislation that would limit gas and oil production.

CLOSED SESSION - 7:56

13. Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: Luke Serpa, Shonna Halterman, Lori Shively

Employee Organization: Clovis Police Officers Association, Clovis Firefighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Employees Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Clovis Technical and Financial Professionals Association

Unrepresented Employee: Management Employees

14. Government Code Section 54957

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Mayor Bessinger adjourned the meeting of the Council to July 1, 2019

Meeting adjourned: 8:50 p.m.

Mayor

City Clerk



AGENDA ITEM NO: 3
City Manager: LB

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-__, Supporting the County of Fresno's Homelessness Priorities for Calendar Year 2019

ATTACHMENTS: 1) County of Fresno Resolution No. 19-236
2) Res. 19-__, Supporting the County of Fresno's Homelessness Priorities for Calendar Year 2019

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve a resolution supporting the County of Fresno homelessness priorities for 2019.

EXECUTIVE SUMMARY

On June 4, 2019, the Fresno County Board of Supervisors approved Resolution No. 19-236 adopting a list of 14 priorities to serve as a basis and plan to address homelessness countywide. The County has reached out to all cities in the County seeking support for the County's efforts. Staff is recommending adopting the attached resolution that affirms the County of Fresno's efforts.

BACKGROUND

The County of Fresno began meeting with all of the cities in Fresno County in the spring of 2019 to discuss challenges the region faced in addressing homelessness. Based on these

conversations, the County developed 14 priorities to serve as a basis for a plan to address homelessness countywide. The priorities are:

1. Address jurisdictional overlaps (local, State, Federal, and private) collaboratively.
2. Increase transportation to outpatient programs and regular prenatal/medical care for pregnant and parenting women and children who are homeless.
3. Roving formalized coordinated community outreach and in conjunction with law enforcement, through Fresno Madera Continuum of Care or otherwise, to ensure that efforts are aligned and data is tracked.
4. Assistance to build housing stock, increasing safe overnight housing (24-48 hours), and a centralized approach to single room occupancy units.
5. Priority access to emergency housing for pregnant and parenting women and their children; also families with children with significant medical issues as it is difficult to manage the continuum of care when the family is homeless.
6. Real time accurate number of shelter beds available and increase the number of non-faith based shelters.
7. Additional "wet" shelters that do not require the person to participate in a program; person can be high or drunk to use the facility and not be turned away.
8. Education regarding available services and shareable system to track linkages.
9. Improved data on the homeless such as length of homelessness (acute vs. chronic), cause of the homelessness, is it a family, individual, or minor without family support.
10. A formalized assessment of housing and shelter needs in rural communities.
11. Strong centralized structure for homeless funding and service decisions, and expanded distribution of funding opportunities.
12. Comprehensive case management for homeless clients and improved access to primary healthcare and medication for chronic diseases; perhaps partnering with Federally Qualified Health Clinic or UC San Francisco.
13. Increased substance use disorder services and mental health services throughout the County.
14. Enforce ordinances that address hazardous or unsanitary conditions, which constitute fire, health, and/or safety risks.

On June 4, 2019, the Fresno County Board of Supervisors approved Resolution No. 19-236 adopting the 14 priorities listed.

Clovis has been actively involved in addressing homelessness on a regional basis. Clovis joined the Fresno-Madera Continuum of Care and has served on the executive board since 2006. This body has worked to bring resources to the region to address homelessness. The County adopting the resolution expressing its priorities to address homelessness and

the City of Clovis supporting the effort continues the work the City has been engaged in to work as a region to address homelessness.

FISCAL IMPACT


None.

REASON FOR RECOMMENDATION

Staff is recommending adopting the attached resolution that affirms the County of Fresno's efforts.

ACTIONS FOLLOWING APPROVAL

A copy of the resolution will be sent to the County of Fresno and staff will continue to work with regional partners to address homelessness.

Prepared by: Andy Haussler, Community and Economic Development Director 

Submitted by: Andy Haussler, Community and Economic Development Director

ATTACHMENT 1

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

IN THE MATTER OF ADOPTING)
HOMELESSNESS PRIORITIES FOR)
CALENDAR YEAR 2019)

RESOLUTION NO. 19-236

WHEREAS, the County of Fresno has undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the County of Fresno seeks to establish a basis/plan to address homelessness countywide; and

WHEREAS, the County of Fresno is charged with the preservation of public health and public safety in the County; and

WHEREAS, on December 4, 2018, the County of Fresno declared a shelter crisis pursuant to California Government Code, section 8698.2, which did not eliminate the County's procurement process for funds awarded to service providers; the declaration shall expire December 3, 2019 unless reauthorized by the Board of Supervisors; and

WHEREAS, the County of Fresno has met with cities and used the input provided by city representatives and the County's Departments of Behavioral Health, Public Health, and Social Services to compile list of priorities to strategically address homelessness countywide.

NOW, THEREFORE, BE IT RESOLVED by the Fresno County Board of Supervisors that the following list of priorities will serve as the basis/plan to address homelessness countywide:

1. Address jurisdictional overlaps (local, State, Federal, and private) collaboratively.
2. Increase transportation to outpatient programs and regular prenatal/medical care for pregnant and parenting women and children who are homeless.
3. Roving formalized coordinated community outreach and in conjunction with law enforcement, through Fresno Madera Continuum of Care or otherwise, to ensure that efforts are aligned and data is tracked.

- 1 4. Assistance to build housing stock, increasing safe overnight housing (24-48 hours), and a
- 2 centralized approach to single room occupancy units.
- 3 5. Priority access to emergency housing for pregnant and parenting women and their children
- 4 also families with children with significant medical issues as it is difficult to manage the
- 5 continuum of care when the family is homeless.
- 6 6. Real time accurate number of shelter beds available and increase the number of non-faith
- 7 based shelters.
- 8 7. Additional "wet" shelters that do not require the person to participate in a program, person
- 9 can be high or drunk to use the facility and not be turned away.
- 10 8. Education regarding available services and shareable system to track linkages
- 11 9. Improved data on the homeless such as length of homelessness (acute vs chronic), cause
- 12 of the homelessness, is it a family, individual, minor without family support.
- 13 10. A formalized assessment of housing and shelter needs in rural communities.
- 14 11. Strong centralized structure for homeless funding and service decisions and expanded
- 15 distribution of funding opportunities.
- 16 12. Comprehensive case management for homeless clients and improved access to primary
- 17 healthcare and medication for chronic diseases; perhaps partnering with Federally Qualified
- 18 Health Clinic or UC San Francisco.
- 19 13. Increased substance use disorder services and mental health services throughout county.
- 20 14. Enforce ordinances that address hazardous or unsanitary conditions, which constitute fire,
- 21 health, and/or safety risks.
- 22 BE IT FURTHER RESOLVED that said list is a living document, to be updated as necessary
- 23 based on data-driven outcomes or at least once a calendar year.
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1 THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors
2 of the County of Fresno this 4th day of June, 2019, to wit:

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4 AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero

5 NOES: None

6 ABSENT: None

7 ABSTAINED: None

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Nathan Magsig, Chairman of the Board of Supervisors of
the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

ATTACHMENT 2

RESOLUTION NO. 19 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS IN
SUPPORT OF THE COUNTY OF FRESNO HOMELESSNESS PRIORITIES
FOR CALENDAR YEAR 2019**

WHEREAS, on June 4th, 2019, the County of Fresno approved Resolution No. 19-236, adopting a list of 14 priorities to serve as the basis/plan to address homelessness countywide; and

WHEREAS, the County, recognizing the need for the County and incorporated cities to work together to address homelessness, has asked the 15 incorporated cities to adopt a resolution in support of the County priorities; and

WHEREAS, the City of Clovis recognizes that homelessness is a countywide problem that must be addressed collaboratively.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:

1. Supports the County's priorities.
2. Agrees to work collaboratively in conjunction with the other incorporated cities and the County of Fresno to address homelessness countywide.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on the 1st day of July, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July1, 2019

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Community and Economic Development

DATE: July 1, 2019

SUBJECT: Receive and File – Business Organization of Old Town (B.O.O.T.) Fourth Quarter Report, April through June 2019

ATTACHMENT: (A) Business Organization of Old Town (B.O.O.T.) Fourth Quarter Report, April through June 2019

CONFLICT OF INTEREST

None.

RECOMMENDATION

That the City Council receive and file the B.O.O.T. Fourth Quarter Report, April through June 2019.

EXECUTIVE SUMMARY

According to the 2018–2019 agreement between the City of Clovis and the Business Organization of Old Town, B.O.O.T. is to submit quarterly reports to the City Manager and City Council. The amount to be funded is \$11,250.

BACKGROUND

According to the 2018-2019 agreement between the City of Clovis and the Business Organization of Old Town, B.O.O.T. is to submit quarterly reports to the City Manager and City Council detailing progress of B.O.O.T.'s promotional and marketing activity. Attached as Attachment "A" is the Fourth Quarter Report, April through June 2019 activities. The amount to be funded is \$11,250.

FISCAL IMPACT

The amount to be funded is \$11,250, which is called out in the 2018-2019 Budget.

REASON FOR RECOMMENDATION

The attached report meets the requirement established in the 2018-2019 agreement between the City of Clovis and the Business Organization of Old Town.

ACTIONS FOLLOWING APPROVAL

Staff will process payment to B.O.O.T.

Prepared by: Shawn Miller, Business Development Manager



Submitted by: Andrew Haussler, Community & Economic Development Director



ATTACHMENT A



Business Organization of Old Town
Quarterly Agreement/Compliance Report
4th Quarter – April 1 through June 30, 2019

In accordance with the Agreement between City of Clovis/Community & Economic Development Department and the Business Organization of Old Town Clovis for the fiscal year 2018-2019, the following items have been accomplished to date.

Goal #1:

Maintain a viable organization with membership reflective of the diversity of Old Town Clovis.

Objective:

- To maintain current level of membership and seek new members each year.
- To unite the merchants of Old Town as a group of businesses working together for the betterment of the whole downtown district.

Strategy:

- Provide information on the website about B.O.O.T., B.O.O.T. membership, benefits of membership and application forms year-round.
- Personal visits to businesses in the PBIA to recruit and retain memberships.
- Contact with businesses outside the PBIA to recruit and retain Associate Memberships, AKA 'Friends of B.O.O.T.'
- Allow members to pay dues monthly, quarterly or semi annually based on their finances.
- Create a benefits package to attract both regular and associate members.
- Design benefits that will be exclusive to B.O.O.T. membership.
- Attract Members to a co-op advertising program that runs in the 4th quarter of the calendar year and at other times if funds are available, i.e. Holiday Advertising.
- Provide information to merchants of Old Town regarding activities conducted in and around Old Town through the B.O.O.T. newsletter. The newsletter is emailed to those who sign up for the electronic newsletter on B.O.O.T.'s website. It is mailed to all known businesses within the PBIA twice a year.
- Communicate information to merchants on activities at the monthly B.O.O.T. membership meetings and through E-Blasts. Post events for all organizations in Clovis on B.O.O.T. Website and insure that if someone searches for an event, B.O.O.T.'s website is in the top results.
- Plan and post meeting notices for monthly B.O.O.T. membership meetings.
- Advertise frequently to promote Old Town Clovis on behalf of all merchants.
- Enhance existing programs to draw more people to Old Town.

Results:

- A membership and organization characteristic of Old Town Clovis. We currently have 113 members.
- Members are sought throughout the year and new businesses are invited to join.
- The 2019 campaign started in November 2018. Members meet at a local restaurant on the 4th Wednesday of each month.

- Board of Directors meet monthly at Noon in the B.O.O.T. office on the 4th Wednesday of each month to discuss issues pertinent to the organization, i.e. past and future events, review finances and other pertinent information to the organization.
- Board members represent our diverse merchant groups: office professional, property owners, restaurants, bars, antique, gift and specialty stores. The 2019 Board of Directors is as follows:
 - ◆ Cora Shipley, President (through 2019)
 - ◆ Tom Frost, Vice President (through 2020)
 - ◆ Karen Chisum, Secretary (through 2019)
 - ◆ Sheryl Michael, Treasurer (through 2019)
 - ◆ Julie Glenn, Director at Large (through 2020)
 - ◆ Brian Smart, Director at Large (through 2019)
 - ◆ Ronnie Silva, Director at Large (through 2020)
- The Marketing / Events Committee continue to improve existing events, create new events and activities specifically designed to bring customers directly into the businesses.

Goal #2:

Maintain Old Town Clovis' promotional activities

Objective:

- Successfully manage, promote, and operate events in Old Town Clovis, as well as create new events on an ongoing basis that attract visitors to Old Town Clovis.
- To provide a quality event giving people a reason to visit the downtown district.
- To showcase Old Town Clovis as a shopping and dining destination.
- To develop marketing strategies to keep Old Town competitive with malls and other shopping areas.
- To attract customers and visitors, both old and new, to the downtown district.
- To present Old Town Clovis as an attractive, appealing, friendly, and inviting business community.

Strategy:

- Develop, operate, promote, maintain and pay for events that bring people to Old Town Clovis.
- Establish and maintain events that highlight Old Town Clovis locally, nationally and internationally.
- Meet all requirements set by City, State and other agencies for activities, events and attractions.
- Develop new events and activities like One Enchanted Evening, the Wine Walks and the Craft Beer Crawls to bring visitors directly into the businesses.
- Create and pay for multi-media advertising campaigns for general advertising such as generic "Shop Local in Old Town Clovis."
- Continue to evolve events so they continue to attract new people.
- Contract with entertainers that have a following and will bring new people to Old Town.

- Staff includes our Event/Membership Coordinator, Wendy Ulrich, who is also the Market Manager for the Farmers Market; Kirsty Wimbish, our part time Office Manager; and Carole Lester, Executive Director.

Results:

- Spring events included the Year-Round Saturday Morning Farmers Market, Craft Beer Crawl, Antiques Fair, 4th Annual Car Show, Wine Walk, Glorious Junk Days and the start of the Friday Night Farmers Market.
- These events bring thousands of people to Old Town to shop and dine on a weekly basis. The car show crowd was estimated at 25,000 and the antique fairs saw the largest crowds in a decade. The Friday Night Farmers Market saw great crowds every night as the weather cooperated through June. Attendance was noticeably higher, exceeding 5K each night. We continued to use the new layout for the second year in a row, incorporating Centennial Plaza, and elongating the Market from 3rd to 7th Streets. Food vendors are spread throughout the footprint drawing more attention to our crafters, non-profits and for-profits.

Goal #3:

Maintain marketing strategies, including safety and appearance, and advertising techniques to position the image of Clovis through Old Town Clovis' unique character.

Objective:

- Create a broad awareness of Old Town Clovis.
- Establish Old Town Clovis as an immediate, intermediate and end destination.
- Retain the established customer base.
- Reach out to Central California so that more people become aware of what Clovis offers.
- Work with City Officials to maintain a safe, crime free area where people feel safe and like bringing their families to Old Town.

Strategy:

- An ad agency has been hired to handle all marketing and promotions for B.O.O.T.
- Secure multi-media advertising campaigns to promote Old Town Clovis along with event generated promotions.
- Submit calendar of events to community and online calendars.
- Use Twitter, Instagram, Pinterest, Snapchat and Facebook to promote Old Town Clovis in general, as well as merchant businesses and specific events.
- Secure interview segments on radio and television.
- Contribute to the cost of the Clovis Appliance/General Electric ABC/30 Skycam at 5th and Pollasky when B.O.O.T. has sufficient funds (co-op advertising).
- Advertise antique events in focused publications that are regional and national in scope for our four annual antique events. Advertise in classified ad section of regional papers as well as Craigslist to further reach surrounding areas.
- Utilize cable TV advertising for antiques events.
- Print and distribute more than 20,000 event-specific postcards, as well as over 30,000 Calendar of Events Cards which promote all street events including those put on by other organizations. Merchants and B.O.O.T. staff go to out-of-the-area antique events to solicit

dealers to come to Old Town antique shows. Merchants also distribute these very popular Event Cards to customers.

- Ongoing outreach to businesses to locate to Old Town Clovis.
- Work with City of Clovis Police Department to create a safe atmosphere in Old Town.
- Work with City of Clovis department heads to create a clean, well maintained streetscape in Old Town.

Results:

- Archer & Hound was retained as our advertising agency in 2016. They continue to use nontraditional advertising for most of our events, including Cable TV and Digital Ads on Social Media. They also took over B.O.O.T.'s social media postings, which resulted in a consistent message and branding.
- Archer & Hound created many traditional TV opportunities with "stories" that were carried by local TV and Radio and Print.
- Facilitated wide exposure for Old Town Clovis, its events, character and appeal
- Assured Old Town had a strong presence in local TV, especially during the news hours.
- Event generated advertising was assigned in Cable TV, and Radio and Social Media to improve event attendance, vendor participation, as well as awareness of Old Town Clovis.
- The BOOT 2019 advertising budget with Archer & Hound is \$106,435; this does not include the ads placed directly by BOOT with local newspapers, Chamber Directory, Hall of Fame and Concierge for local hotels--\$2,500. BOOT also spends \$20K on the very popular Event Postcards (also being used in the kiosks around Old Town) and event specific postcards for \$10K.
- The Clovis Appliance/General Electric Skycam with ABC/30 Action News reaches approximately 684,700 people every week and approximately 400,000 monthly unique visitors online at abc30.com. Old Town Clovis is mentioned a minimum of 3 to 4 times per day on the news program during weather reports and if we have anything special going on in Old Town, i.e. Farmers Market, the camera will show the activity. B.O.O.T. contributes co-op advertising dollars when available.
- Stimulated customer and visitor traffic in Old Town, as evidenced by increase number of customers in town for all of our free events.
- Promoted Individual B.O.O.T. Member businesses, created event pages on Facebook for upcoming events in Old Town, thereby giving excellent exposure.

Goal #4:

Provide information on activities to the Tourism Advisory Committee.

Objective:

- Communicate information to sources essential for tourism opportunities, capturing disposable money from customers who have an option to spend it elsewhere.

Strategy:

- Participate as an active member of the Tourism Advisory Committee.
- Supply the Clovis Visitors Center with information regarding events, activities and leads for tour groups.
- Publish names and dates of tour groups through B.O.O.T. newsletter and email so businesses are prepared to show Old Town Clovis' hospitality.

- Provide event information for visitclovis.com.
- Actively promote Old Town Clovis and Member Businesses on Facebook, Twitter, Instagram, Snapchat, Pinterest and B.O.O.T.'s website.

Results:

- Ensured Old Town Clovis is recognized as a tourism destination.
- Businesses In Old Town showcased Old Town as a friendly and inviting throughout the spring and summer months.
- B.O.O.T. works directly with the Visitors Center to be sure they have current event information, including Event Cards with all street events listed

Goal #5:

Obtain and maintain Workers Compensation, State Disability, and Directors and Officers Policy as well as any other insurance coverage as required by law.

Objective:

- Qualify for Workers Compensation, State Disability coverage, General Liability and any and all required insurances.

Strategy:

- To meet all requirements of renewal; indemnify, hold harmless and defend the City of Clovis, Community and Economic Development Department, its officers, agents or employees.
- Submit for renewal Directors and Officers Insurance Policy through Philadelphia Insurance.
- Complete and submit for renewal the State Fund Compensation Insurance Fund policy information update to Valley Regional Insurance Services, Agent Ron Petersen.
- Submit for approval General Liability Insurance through Charity First an "A" rated Insurance company through Agent Ron Petersen, Valley Regional.

Results:

- Obtained General Liability Policy coverage period April 21, 2019 to April 21, 2020.
- State Fund Compensation Policy renewed for period April 1 2019 to April 1, 2020.
- Directors and Officers Policy will renew for period August 4, 2019 to August 4, 2020.
- Certificates of Insurance with Endorsements provided to the City of Clovis.

Goal #6:

Annual compliance audit

Objective:

- To successfully complete a compliance audit conducted by an independent auditor.

Strategy:

- Efficiently maintain and preserve all records needed to demonstrate full compliance.

Results:

- The annual compliance audit is scheduled for late August, 2019. The audit will be conducted by Steve Cauthen, Classic Professional Services. The agreement between the City of Clovis and the Business Organization of Old Town for July 1, 2019 through June 30, 2020 will be reviewed. A letter from Classic Professional Services will confirm contract compliance and will be submitted to the City of Clovis, Community and Economic Development Department.

Financial Status:

- See Balance Sheet Attached

Summary:

Old Town Clovis plays a significant role in creating a favorable image for the City of Clovis. Growth within Old Town Clovis is one of the more important priorities to ensure the future and well-being of Clovis' Redevelopment Project Area. In order to continue the economic vitality of the central trading district, considerable time and effort has been invested in an effort to encourage new businesses to locate and expand in Old Town Clovis. Old Town Clovis has seen many new businesses come into the area in the past few years and many more that are looking for space.

Updates to the PBIA:

- The Business Organization of Old Town represents many business and property owners and operators, within the central business district, who will be affected directly or indirectly by future business promotion efforts and seeks to strengthen the promotion of Old Town Clovis, thereby assuring its continued influence on economic growth in both Old Town Clovis and the City as a whole.
- The Centennial Plaza high rise buildings are fully leased. Many B.O.O.T. Members and others are concerned about the impact of the new office spaces on parking. The City of Clovis will continue monitoring the impact on parking.
- Garbage and recycling needs have to be addressed as more people in Old Town equals more garbage and recycling. Inadequate garbage/recycling cans are having an impact on Old Town.
- There are always changes taking place in Old Town Clovis. The following details most of these changes:
 - **New Businesses within the PBIA**
 - Clovis Foliage and Gold Canyon Candles will be moving into the DeWitt Building, 453 Pollasky Avenue, #s 102 and 103.
 - Three Graces appears to be opening. Apparently she has been paying rent for two plus years to hold the space—621 - 4th Street.
 - **Business Closures within the PBIA**
 - The Urban Umbrella and Tracy Arredondo Photography have moved out of the DeWitt Building at 453 Pollasky Ave. #102 and #103
 - **Properties that remain vacant and other:**
 - 400 Clovis Avenue #107 (formerly Bear Creek Gifts) Lease signs have come down but we don't know what's going into the building.
 - 311 Pollasky Avenue - La Posada remains vacant.
 - 339 Pollasky Avenue, the former Quilters Paradise is sitting still – no activity.
 - The shopping strip at 3rd and Clovis Avenues is going through a renovation.
 - Scott Dority has purchased Clovis Appliance building; Clovis Appliance will be leasing back 602 - 5th Street.

1:25 PM
 06/19/19
 Cash Basis

Business Organization of Old Town
Profit & Loss
 January 1 through June 19, 2019

| | Jan 1 - Jun 19, 19 |
|-------------------------------|--------------------|
| Income | |
| Bottle Shop Sales | 3,249.00 |
| City of Clovis / PBIA Funding | 11,250.00 |
| Event Income | 90,844.89 |
| FM Annual Membership | 10,372.63 |
| Fm Art Hop Fees | 1,390.00 |
| Fm Weekly Income | 22,043.30 |
| HD Fees | 1,584.34 |
| Interest Income | 2.16 |
| Membership | 7,075.00 |
| Merchandise Sales | 447.50 |
| Misc. Income | 550.00 |
| Sponsorships | 45,925.00 |
| Total Income | 194,733.62 |
| Gross Profit | 194,733.62 |
| Expense | |
| A&H Advertising | 33,889.31 |
| Accounting | 2,070.00 |
| Bottle Shop | 2,030.40 |
| Business License & Taxes | 1,884.00 |
| Co-Op Advertising | 1,955.57 |
| Credit Card Fees | 864.69 |
| Donations | 5,000.00 |
| Dues & Subscriptions | 1,327.07 |
| Entertainment | 8,785.00 |
| Equipment Rentals | 7,758.55 |
| General Advertising | 5,601.11 |
| Glasses | 3,186.00 |
| Insurance | 4,639.12 |
| IOT Chef Fees | 1,200.00 |
| Labor | 1,791.00 |
| Line of Credit | 5,829.70 |
| Meetings | 2,455.40 |
| Merchandise Expense | 3,447.68 |
| Misc. Expense | 1,979.36 |
| Office Supplies | 4,497.26 |
| Payroll Expenses | 68,556.54 |
| Payroll Taxes | 1,099.43 |
| Postage | 238.37 |
| Printing | 8,205.92 |
| Rent | 8,000.00 |
| Security | 950.00 |
| Supplies | 5,214.35 |
| Telephone | 2,204.81 |
| Wine | 477.64 |
| Total Expense | 194,138.28 |
| Net Income | 595.34 |



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: July 1, 2019

SUBJECT: Receive and File - Investment Report for the Month of April 2019

Exhibits: (A) Distribution of Investments
(B) Monthly Investment Transactions
(C) Certificates of Deposit
(D) Graph of April 30, 2019 Treasury Rates

Attached is the Investment Report for the month of April 2019. Shown in Exhibit A is the distribution of investments which lists all the individual securities owned by the City with the book and market values. Book value is the actual price paid for the investment. Market value is the amount that the investment is worth if sold in the open market. The market value (which fluctuates daily) that is used in the report is as of the last working day of the month. Exhibit B reflects the monthly investment transactions for the month of April 2019. Exhibit C lists the certificates of deposit. Exhibit D is a graph of Treasury rates on April 30, 2019.

The investment of the City's funds is performed in accordance with the adopted Investment Policy. Funds are invested with the following objectives in mind:

1. Assets are invested in adherence with the safeguards and diversity of a prudent investor.
2. The portfolio is invested in a manner consistent with the primary emphasis on preservation of the principal, while attaining a high rate of return consistent with this guideline. Trading of securities for the sole purpose of realizing trading profits is prohibited.
3. Sufficient liquidity is maintained to provide a source for anticipated financial obligations as they become due.
4. Investments may be made, consistent with the Investment Policy Guidelines, in fixed income securities maturing in three years or less and can be extended to five years with the City Manager's approval.

The Finance Department invests the City's assets with an expectation of achieving a total rate of return at a level that exceeds the annualized rate of return on short-term government guaranteed or insured obligations (90-day Treasury bills) and to assure that the principal is preserved with minimal risk of depreciation or loss. In periods of rising interest rates, the City of Clovis portfolio return may be less than that of the annualized 90-day Treasury bill. In periods of decreasing interest rates, the City of Clovis portfolio return may be greater than the annualized 90-day Treasury bill. The current 90-day Treasury bill rate (annualized) is 2.21%. The rate of return for the City of Clovis portfolio is 2.14%. The goal for the City of Clovis investment return is 120% of the 90-day Treasury bill rate. The current rate of return is 97% of the Treasury bill rate.

In accordance with the Investment Policy, the investment period on each investment does not exceed three years and can be extended to five years with the City Manager's approval. As of April 2019 the average investment life of the City's investment portfolio is 0.92 years.

Current Investment Environment and Philosophy

During the month of April 2019, the federal funds rate remained at 2.25%-2.50%.

On April 30, 2019, the Treasury yield curve declines slightly from 6-month to 3-year notes, followed by a slight increase from 5-year to 10-year notes.

Certificates of Deposit (CD's)

The City purchases both negotiable and non-negotiable Certificates of Deposit (CD's). Although negotiable CD's can be traded, it is the City's policy to buy and hold all CD's. Negotiable CD's are held by U.S. Bank, a third party custodian. Non-negotiable CD's are held in the City's safe.

Purchases and Maturities

- 1 government security totaling \$6,000,000.00 was purchased.
- 3 government securities totaling \$8,160,000.00 were called or matured.
- 1 certificate of deposit totaling \$250,000 was purchased.
- 2 certificates of deposit totaling \$500,000 were called or matured.

Market Environment

- During April, the federal funds rate remained at 2.25%-2.5%.
- On April 30, the yield curve declines slightly from 6-month to 3-year notes, followed by a slight increase from 5-year to 10-year notes. See Exhibit D, Graph of Treasury Rates on April 30, 2019.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director 

Exhibit A

City of Clovis
Distribution of Investments
As of April 30, 2019

| | COST | NET BOOK VALUE | MARKET VALUE * | YIELD TO MATURITY | STATED INTEREST RATE | INVEST DATE | MATURITY DATE | DAYS TO MATURITY FROM 4/30/2019 |
|-----------------------------------|-----------------------|-----------------------|-----------------------|----------------------|----------------------------|----------------|------------------|--|
| GOV'T SECURITIES | | | | | | | | |
| FFCB | 3,007,560 | 3,007,560 | 2,996,640 | 1.300% | 1.300% | 06/09/16 | 06/06/19 | 37 |
| FNMA | 3,006,150 | 3,006,150 | 2,994,030 | 1.250% | 1.250% | 07/13/16 | 06/28/19 | 59 |
| FNMA | 3,002,400 | 3,002,400 | 2,990,310 | 1.125% | 1.125% | 07/26/16 | 07/26/19 | 87 |
| FHLMCMTN | 2,997,000 | 2,997,000 | 2,987,970 | 1.500% | 1.500% | 10/12/17 | 09/27/19 | 150 |
| FHLB | 2,498,750 | 2,498,750 | 2,489,925 | 1.625% | 1.625% | 11/16/17 | 10/30/19 | 183 |
| FNMA | 3,000,000 | 3,000,000 | 2,980,740 | 1.250% | 1.250% | 11/16/16 | 11/15/19 | 199 |
| FHLMCMTN | 3,000,000 | 3,000,000 | 2,980,410 | 1.300% | 1.300% | 11/28/16 | 11/27/19 | 211 |
| FFCB | 2,502,117 | 2,502,117 | 2,500,400 | 2.750% | 2.750% | 06/05/18 | 12/05/19 | 219 |
| FFCB | 994,500 | 994,500 | 992,230 | 1.400% | 1.400% | 03/30/17 | 02/24/20 | 300 |
| FHLB | 1,008,597 | 1,008,597 | 995,200 | 1.875% | 1.875% | 03/22/17 | 03/13/20 | 318 |
| FNAMAMTN | 3,006,210 | 3,006,210 | 2,980,560 | 1.700% | 1.700% | 05/02/17 | 04/27/20 | 363 |
| FNAMAMTN | 3,007,770 | 3,007,770 | 2,982,930 | 1.800% | 1.800% | 05/02/17 | 04/27/20 | 363 |
| FFCB | 1,990,555 | 1,990,555 | 1,979,120 | 1.320% | 1.320% | 08/31/17 | 05/07/20 | 373 |
| FHLMCMTN | 2,498,750 | 2,498,750 | 2,478,325 | 1.550% | 1.550% | 05/25/17 | 05/22/20 | 388 |
| FFCB | 2,500,000 | 2,500,000 | 2,481,725 | 1.670% | 1.670% | 06/01/17 | 06/01/20 | 398 |
| FHLB | 5,000,000 | 5,000,000 | 4,953,200 | 1.625% | 1.625% | 06/26/17 | 06/26/20 | 423 |
| FAMCMTN | 2,500,000 | 2,500,000 | 2,479,100 | 1.650% | 1.650% | 07/27/17 | 06/29/20 | 426 |
| FHLB | 2,500,000 | 2,500,000 | 2,476,625 | 1.640% | 1.640% | 07/27/17 | 06/29/20 | 426 |
| FFCB | 5,000,000 | 5,000,000 | 4,957,800 | 1.625% | 1.625% | 07/06/17 | 07/06/20 | 433 |
| FHLB | 2,455,547 | 2,455,547 | 2,477,425 | 2.750% | 2.750% | 06/01/18 | 08/28/20 | 486 |
| FHLB | 2,465,678 | 2,465,678 | 2,480,700 | 1.950% | 1.950% | 01/18/18 | 08/28/20 | 486 |
| FHLB | 2,500,000 | 2,500,000 | 2,473,775 | 1.800% | 1.800% | 03/16/18 | 09/18/20 | 507 |
| FNAMAMTN | 2,500,000 | 2,500,000 | 2,480,950 | 1.600% | 1.600% | 09/18/17 | 10/13/20 | 532 |
| FNMA | 2,442,365 | 2,442,365 | 2,467,400 | 2.100% | 2.100% | 12/22/17 | 10/28/20 | 547 |
| FHLB | 2,488,750 | 2,488,750 | 2,480,900 | 1.950% | 1.850% | 11/16/17 | 11/25/20 | 575 |
| FFCB | 3,000,000 | 3,000,000 | 2,988,540 | 1.500% | 1.500% | 03/01/18 | 12/22/20 | 602 |
| FHLB | 2,486,055 | 2,486,055 | 2,490,225 | 2.300% | 2.300% | 03/01/18 | 01/26/21 | 637 |
| FHLMCMTN | 2,497,500 | 2,497,500 | 2,492,025 | 2.150% | 2.150% | 01/26/18 | 01/26/21 | 637 |
| FHLMCMTN | 2,477,875 | 2,477,875 | 2,501,350 | 2.375% | 2.375% | 08/02/18 | 02/16/21 | 658 |
| FHLMCMTN | 2,258,140 | 2,258,140 | 2,278,311 | 2.750% | 2.750% | 06/01/18 | 03/29/21 | 699 |
| FAMCMTN | 2,502,236 | 2,502,236 | 2,514,275 | 2.750% | 2.750% | 06/28/18 | 04/19/21 | 720 |
| FFCB | 2,452,750 | 2,452,750 | 2,483,750 | 2.020% | 2.020% | 12/13/18 | 05/17/21 | 748 |
| FHLB | 2,568,983 | 2,568,983 | 2,567,175 | 3.625% | 3.625% | 06/28/18 | 06/11/21 | 773 |
| FHLB | 2,418,750 | 2,418,750 | 2,463,325 | 2.820% | 2.820% | 08/02/18 | 06/14/21 | 776 |
| FHLMCMTN | 2,471,750 | 2,471,750 | 2,481,425 | 1.500% | 1.500% | 02/22/19 | 06/30/21 | 792 |
| FFCB | 2,500,000 | 2,500,000 | 2,500,050 | 2.770% | 2.770% | 01/24/19 | 07/22/21 | 814 |
| FAMCMTN | 3,000,000 | 3,000,000 | 3,027,510 | 2.750% | 2.750% | 09/06/18 | 08/17/21 | 840 |
| FFCB | 1,998,520 | 1,998,520 | 2,016,420 | 2.700% | 2.700% | 09/06/18 | 08/27/21 | 850 |
| FFCB | 2,490,878 | 2,490,878 | 2,529,650 | 2.850% | 2.850% | 10/05/18 | 09/20/21 | 874 |
| FFCB | 2,500,200 | 2,500,200 | 2,532,825 | 2.780% | 2.780% | 12/17/18 | 12/17/21 | 962 |
| FFCB | 2,498,750 | 2,498,750 | 2,503,800 | 2.800% | 2.800% | 01/24/19 | 01/24/22 | 1,000 |
| FHLB | 6,034,800 | 6,034,800 | 6,027,660 | 2.500% | 2.500% | 04/25/19 | 03/11/22 | 1,046 |
| FFCB | 5,979,668 | 5,979,668 | 5,948,378 | 2.280% | 2.280% | 03/28/19 | 03/28/22 | 1,063 |
| SECURITIES TOTAL | \$ 120,009,552 | \$ 120,009,552 | \$119,885,084 | | | | | |
| LAIF | | \$ 65,000,000 | \$ 65,000,000 | | | | | |
| MONEY MARKET (Rabo) | | \$ - | \$ - | | | | | |
| Sweep Account (Union Bank) | | \$ 24,639,055 | \$ 24,639,055 | | | | | |
| TOTAL CD'S | | \$ 12,655,000 | \$ 12,651,138 | | | | | |
| TOTAL INVESTMENTS | | \$ 222,303,607 | \$ 222,175,277 | | | | | |

* Market values for securities obtained from US Bank.

City of Clovis
Monthly Investment Transactions
As of April 30, 2019

Exhibit B

| Institution | Description | Activity | Amount | Market Value | Rate | Activity Date | Maturity Date |
|--------------------------|--------------|-----------|-----------|--------------|--------|---------------|---------------|
| FHLB | Gov Security | Purchase | 6,000,000 | 6,034,800 | 2.500% | 04/25/19 | 03/11/22 |
| FHLB | Gov Security | Maturity | 3,000,000 | 3,000,000 | 1.250% | 04/29/19 | 04/29/19 |
| FNMMAMTN | Gov Security | Full Call | 2,500,000 | 2,500,000 | 2.750% | 04/30/19 | 04/30/21 |
| FHLB | Gov Security | Full Call | 2,660,000 | 2,664,336 | 3.150% | 04/29/19 | 10/29/21 |
| LAIF Interest | LAIF | Interest | 408,142 | 408,142 | 2.445% | 04/15/19 | |
| Comenity Capital Bank | CD | Purchase | 250,000 | 250,000 | 2.550% | 04/30/19 | 04/29/22 |
| CBC Federal Credit Union | CD | Maturity | 250,000 | 250,000 | 1.600% | 04/22/19 | 04/22/19 |
| Peoples Security Bank | CD | Full Call | 250,000 | 250,000 | 3.050% | 04/30/19 | 08/31/21 |

PORTFOLIO DATA

Current Month (04/19)

| | Book | Market |
|----------------------------|-----------------------|----------------------|
| CD'S | \$ 12,655,000 | \$ 12,651,138 |
| Gov't Securities* | 120,009,552 | 119,885,084 |
| LAIF | 65,000,000 | 65,000,000 |
| Sweep Account (Union Bank) | 24,639,055 | 24,639,055 |
| TOTAL | \$ 222,303,607 | \$222,175,277 |

One Month Previous (03/19)

| | Book | Market |
|----------------------------|-----------------------|-----------------------|
| CD'S | \$ 12,905,000 | \$12,891,345 |
| Gov't Securities* | 122,139,088 | 121,959,354 |
| LAIF | 65,000,000 | 65,000,000 |
| Sweep Account (Union Bank) | 10,995,694 | 10,995,694 |
| TOTAL | \$ 211,039,782 | \$ 210,846,393 |

Three Months Previous (01/19)

| | Book | Market |
|----------------------------|-----------------------|-----------------------|
| CD'S | \$ 12,645,000 | \$12,587,840 |
| Gov't Securities* | 116,183,295 | 115,697,730 |
| LAIF | 65,000,000 | 65,000,000 |
| Sweep Account (Union Bank) | 16,623,684 | 16,623,684 |
| TOTAL | \$ 210,451,979 | \$ 209,909,254 |

Six Months Previous (10/18)

| | Book | Market |
|----------------------------|-----------------------|-----------------------|
| CD'S | \$ 11,880,000 | \$ 11,761,875 |
| Gov't Securities* | 106,585,739 | 105,230,613 |
| LAIF | 65,000,000 | 65,000,000 |
| Sweep Account (Union Bank) | 9,199,187 | 9,199,187 |
| TOTAL | \$ 192,664,926 | \$ 191,191,675 |

One Year Previous (04/18)

| | Book | Market |
|----------------------------|-----------------------|-----------------------|
| CD'S | \$ 12,414,000 | \$ 12,294,487 |
| Gov't Securities* | 82,415,548 | 81,175,880 |
| LAIF | 65,000,000 | 65,000,000 |
| Sweep Account (Union Bank) | 24,313,441 | 24,313,441 |
| TOTAL | \$ 184,142,989 | \$ 182,783,808 |

*Adjusted Quarterly for Premium/Discount Amortization

Exhibit C

City of Clovis
Certificates of Deposit
As of April 30, 2019

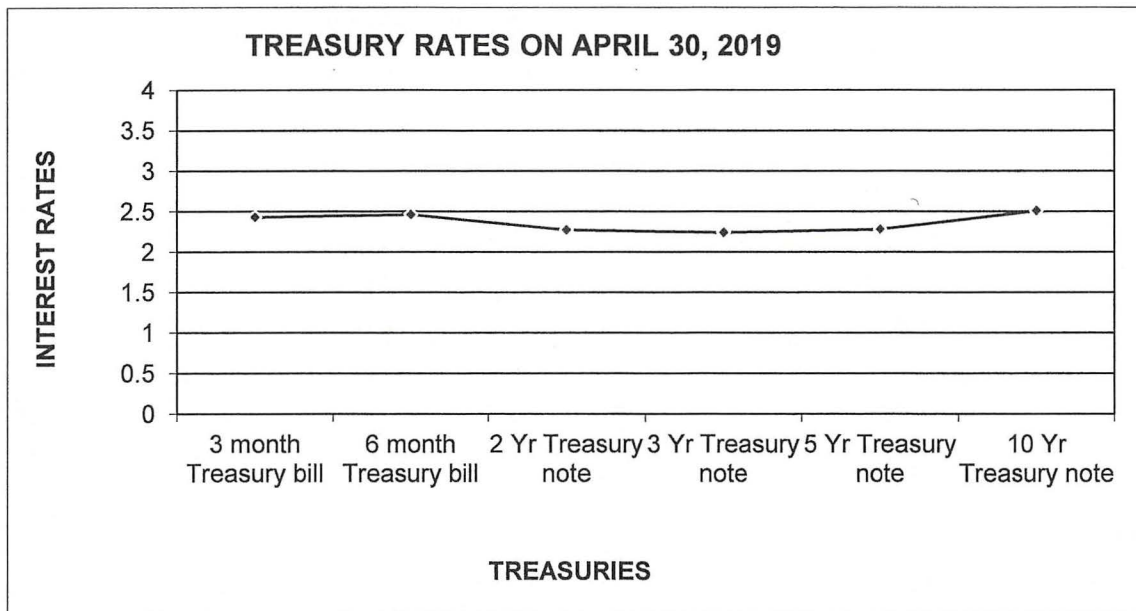
| Negotiable CDs | COST | MARKET PRICE | INTEREST RATE | INVEST DATE | MATURITY DATE | MATURITY FROM 04/30/19 | INTEREST FREQUENCY |
|----------------------------------|----------------------|----------------------|------------------|----------------|------------------|---------------------------|-----------------------|
| Private Bank | 245,000 | 244,872.60 | 1.100% | 05/20/16 | 05/20/19 | 20 | SEMI-ANNUALLY |
| Horizon Bank | 245,000 | 244,823.60 | 1.100% | 05/25/16 | 05/24/19 | 24 | MONTHLY |
| Quantum National | 245,000 | 244,610.45 | 1.150% | 06/22/16 | 06/21/19 | 52 | QUARTERLY |
| Discovery Bank | 245,000 | 244,532.05 | 1.200% | 07/01/16 | 07/01/19 | 62 | SEMI-ANNUALLY |
| Northern Bank Trust | 245,000 | 244,438.95 | 1.100% | 07/12/16 | 07/12/19 | 73 | QUARTERLY |
| Morgan Stanley Bank | 250,000 | 249,525.00 | 1.700% | 09/30/17 | 08/12/19 | 104 | SEMI-ANNUALLY |
| Wex Bank | 245,000 | 244,095.95 | 1.200% | 08/12/16 | 08/12/19 | 104 | SEMI-ANNUALLY |
| Fnb Of Mcgregor | 245,000 | 244,069.00 | 1.100% | 08/18/16 | 08/19/19 | 111 | MONTHLY |
| Hamni Bank | 250,000 | 249,850.00 | 2.100% | 09/09/18 | 09/09/19 | 132 | SEMI-ANNUALLY |
| Ally Bank | 245,000 | 243,789.70 | 1.300% | 09/15/16 | 09/16/19 | 139 | MONTHLY |
| Atlantic | 245,000 | 243,686.80 | 1.200% | 09/30/16 | 09/30/19 | 153 | MONTHLY |
| First Technology Fed Cr Un Mtn | 250,000 | 249,335.00 | 1.800% | 10/16/17 | 10/16/19 | 169 | MONTHLY |
| Morton Community Bank | 245,000 | 243,618.20 | 1.500% | 12/15/16 | 12/16/19 | 230 | SEMI-ANNUALLY |
| Sallie Mae | 245,000 | 243,855.85 | 1.750% | 01/11/17 | 01/13/20 | 258 | SEMI-ANNUALLY |
| Stearns Bank | 245,000 | 243,429.55 | 1.600% | 02/10/17 | 02/10/20 | 286 | MONTHLY |
| Crescent Bank | 245,000 | 243,309.55 | 1.550% | 02/15/17 | 02/14/20 | 290 | MONTHLY |
| Pyramax Bank | 245,000 | 243,387.90 | 1.600% | 02/17/17 | 02/18/20 | 294 | MONTHLY |
| American Express | 245,000 | 243,765.20 | 1.900% | 04/17/17 | 04/06/20 | 342 | MONTHLY |
| First Bank | 245,000 | 243,000.80 | 1.600% | 04/17/17 | 04/20/20 | 356 | MONTHLY |
| Ion Bank | 245,000 | 243,008.15 | 1.600% | 04/17/17 | 04/20/20 | 356 | MONTHLY |
| Communitywide | 250,000 | 248,657.50 | 1.950% | 12/01/17 | 06/01/20 | 398 | MONTHLY |
| Nthwt Dist Ch8 | 250,000 | 247,910.00 | 1.700% | 06/16/17 | 06/16/20 | 413 | MONTHLY |
| Tbk Bank Ssb | 250,000 | 248,155.00 | 1.800% | 06/23/17 | 06/23/20 | 420 | MONTHLY |
| Amer Natl | 250,000 | 247,767.50 | 1.700% | 07/12/17 | 07/13/20 | 440 | MONTHLY |
| Mb Financial Bank | 250,000 | 247,940.00 | 1.800% | 08/10/17 | 08/10/20 | 468 | MONTHLY |
| East Boston Svgs Bk Boston Ma | 250,000 | 247,720.00 | 1.800% | 09/28/17 | 09/28/20 | 517 | MONTHLY |
| Medallion Bk Salt Lake City Utah | 250,000 | 247,890.00 | 1.850% | 09/29/17 | 09/29/20 | 518 | MONTHLY |
| Eagle Bank | 250,000 | 250,145.00 | 2.500% | 03/29/19 | 09/29/20 | 518 | QUARTERLY |
| Illinois Cmnty | 250,000 | 248,210.00 | 2.000% | 11/28/17 | 11/30/20 | 580 | MONTHLY |
| First Bank | 250,000 | 249,285.00 | 2.300% | 02/06/18 | 02/08/21 | 650 | MONTHLY |
| Merchants Manufacturers | 250,000 | 249,277.50 | 2.300% | 02/16/18 | 02/16/21 | 658 | MONTHLY |
| Merrick Bank | 250,000 | 250,375.00 | 2.550% | 03/09/18 | 03/09/21 | 679 | MONTHLY |
| Towne Bank | 250,000 | 251,115.00 | 2.700% | 04/27/18 | 04/27/21 | 728 | MONTHLY |
| Citibank | 250,000 | 252,102.50 | 2.900% | 05/22/18 | 05/24/21 | 755 | MONTHLY |
| University Of Iowa Cmnty Fcu | 250,000 | 252,117.50 | 2.900% | 05/24/18 | 05/28/21 | 759 | MONTHLY |
| B Bay Llc | 250,000 | 252,630.00 | 3.000% | 06/15/18 | 06/15/21 | 777 | MONTHLY |
| Connectone Bk Englewood Cliffs | 250,000 | 252,645.00 | 3.000% | 06/15/18 | 06/15/21 | 777 | MONTHLY |
| Bar Harbor Bank Trust | 250,000 | 252,662.50 | 3.000% | 06/29/18 | 06/29/21 | 791 | MONTHLY |
| Spiritbank Na | 250,000 | 250,200.00 | 3.000% | 07/13/18 | 07/13/21 | 805 | MONTHLY |
| Keesler Fed Cr Un | 250,000 | 253,007.50 | 3.050% | 02/20/19 | 08/30/21 | 853 | QUARTERLY |
| Welch State Bank | 250,000 | 250,132.50 | 2.950% | 08/31/18 | 08/31/21 | 854 | MONTHLY |
| Ubs Bank Usa | 250,000 | 253,987.50 | 3.200% | 11/07/18 | 11/08/21 | 923 | MONTHLY |
| Mountain America Fd Credit | 250,000 | 254,000.00 | 3.200% | 11/15/18 | 11/15/21 | 930 | MONTHLY |
| Saco Biddleford | 250,000 | 250,220.00 | 2.600% | 03/29/19 | 12/29/21 | 974 | QUARTERLY |
| Jp Morgan Chase | 250,000 | 251,042.50 | 3.000% | 01/18/19 | 01/18/22 | 994 | SEMI-ANNUALLY |
| Wells Fargo | 250,000 | 252,787.50 | 3.000% | 01/18/19 | 01/18/22 | 994 | MONTHLY |
| Security First | 250,000 | 251,112.50 | 3.000% | 01/25/19 | 01/25/22 | 1,001 | QUARTERLY |
| Bmo Harris Bank | 250,000 | 250,385.00 | 3.000% | 01/25/19 | 01/28/22 | 1,004 | QUARTERLY |
| Goldman Sachs Bk USA Ny | 245,000 | 246,394.05 | 2.800% | 02/20/19 | 02/22/22 | 1,029 | QUARTERLY |
| Tiaa FSB Jacksonville Fla | 245,000 | 246,724.80 | 2.850% | 02/28/19 | 02/22/22 | 1,029 | QUARTERLY |
| Comenity Capital Bank | 250,000 | 249,535.00 | 2.550% | 04/30/19 | 04/29/22 | 1,095 | QUARTERLY |
| Negotiable CD TOTAL | \$ 12,655,000 | \$ 12,651,138 | | | | | |
| CD TOTAL | \$ 12,655,000 | \$ 12,651,138 | | | | | |

**CITY OF CLOVIS
FINANCE DEPARTMENT
APRIL 30, 2019 TREASURY RATES**

Exhibit D

Treasury Rates as of April 30, 2019

| | |
|-----------------------|------|
| 3 month Treasury bill | 2.43 |
| 6 month Treasury bill | 2.46 |
| 2 Yr Treasury note | 2.27 |
| 3 Yr Treasury note | 2.24 |
| 5 Yr Treasury note | 2.28 |
| 10 Yr Treasury note | 2.51 |



As indicated in the above graph, treasuries decline slightly from 6-month to 3-year notes, followed by a slight increase from 5-year to 10-year notes



AGENDA ITEM NO: 6
City Manager: 

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: July 1, 2019


SUBJECT: Receive and File - Treasurer's Report for the Month of April 2019

ATTACHMENTS: (A) Statement of Cash Balances
(B) Summary of Investment Activity
(C) Investments with Original Maturities Exceeding One Year

Attached for the Council's information is the Treasurer's Report for the month ended April 30, 2019.

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances. The second page of the report summarizes the investment activity for the month and distribution, by type of investment, held by the City. The third page lists all investments with original maturities exceeding one year as of the month ended April 30, 2019.

Prepared by: Jeffrey Blanks, Deputy Finance Director

Submitted by: Jay Schengel, Finance Director 

City of Clovis
Statement of Cash Balances
As of April 30, 2019

| | |
|-------------------------|-------------------------------|
| Previous Balance | \$ 6,906,645.12 |
| Deposits | 33,441,704.76 |
| Disbursements | <u>(33,650,284.30)</u> |
| Current Balance | <u><u>\$ 6,698,065.58</u></u> |

| <u>FUNDS</u> | <u>BALANCE</u> |
|---|-------------------------------|
| 100 General Fund | \$ 9,733,153.48 |
| 201 Local Transportation | 15,470,933.09 |
| 202 Parking and Business Improvements | 204,144.22 |
| 203 Off Highway Use | 68,221.47 |
| 205 Senior Citizen Memorial Trust | 51,415.51 |
| 207 Landscape Assessment District | 3,618,362.40 |
| 208 Blackhorse III (95-1) Assessment District | 116,879.55 |
| 301 Park & Recreation Acquisition | 8,570,928.08 |
| 305 Refuse Equipment Reserve | 1,112,821.68 |
| 310 Special Street Deposit Fund | 24,236,754.04 |
| 313 Successor Agency | (455,684.99) |
| 314 Housing Successor Agency | 2,047,433.80 |
| 402 1976 Fire Bond Redemption | 25,475.23 |
| 404 1976 Sewer Bond Redemption Fund | 393,302.30 |
| 501 Community Sanitation Fund | 16,294,110.62 |
| 502 Sewer Service Fund | 29,288,020.93 |
| 504 Sewer Capital Projects-Users | 1,215,105.88 |
| 506 Sewer Capital Projects-Developer | 3,103,583.48 |
| 507 Water Service Fund | 47,577,877.02 |
| 508 Water Capital Projects-Users | 4,576,992.24 |
| 509 Water Capital Projects-Developer | 9,153,995.43 |
| 515 Transit Fund | 2,970,087.30 |
| 540 Planning & Development Services | 12,232,591.82 |
| 601 Property & Liability Insurance | 1,326,359.52 |
| 602 Fleet Maintenance | 10,979,583.78 |
| 603 Employee Benefit Fund | 7,437,075.12 |
| 604 General Government Services | 14,001,445.72 |
| 701 Curb & Gutter Fund | 155,536.55 |
| 702 Sewer Revolving Fund | 119,639.17 |
| 703 Payroll Tax & Withholding Fund | 3,134,738.21 |
| 712 Temperance/Barstow Assmt Dist (98-1) | 73,433.39 |
| 713 Shepherd/Temperance Assmt Dist (2000-1) | 5,583.17 |
| 715 Supp Law Enforcement Serv | 213,437.63 |
| 716 Asset Forfeiture | 23,357.18 |
| 720 Measure A-Public Safety Facility Tax | 68,890.26 |
| 736 SA Admin Trust Fund | 1,421.40 |
| 741 SA Debt Service Trust Fund | (146,471.00) |
| 747 Housing Successor Trust Fund | 1,137.98 |
| SUBTOTALS | <u>\$ 229,001,672.66</u> |
| 999 Invested Funds | <u>(222,303,607.08)</u> |
| TOTAL | <u><u>\$ 6,698,065.58</u></u> |

City of Clovis
Summary of Investment Activity
For the month of April 30, 2019

| | | |
|--|----------------------|--------------------------|
| <u>Balance of Investments Previous Month End</u> | | <u>\$ 211,039,781.61</u> |
| <u>Time Certificates of Deposit Transactions</u> | | |
| Investments | 250,000.00 | |
| Withdrawals | <u>(500,000.00)</u> | |
| Total CD Changes | | (250,000.00) |
| <u>Other Changes</u> | | |
| Government Securities | (2,129,535.80) | |
| US Treasury Notes | 0.00 | |
| Local Agency Investment Fund | 0.00 | |
| Money Market | 0.00 | |
| Sweep Account | <u>13,643,361.27</u> | |
| Total Other Changes | | <u>11,513,825.47</u> |
| Balance of Investments Current Month End | | <u>\$ 222,303,607.08</u> |

City of Clovis
Distribution of Investments
As of April 30, 2019

| | |
|------------------------------|--------------------------|
| Insured CD's | 12,655,000.00 |
| Government Securities | 120,009,551.97 |
| US Treasury Notes | 0.00 |
| Local Agency Investment Fund | 65,000,000.00 |
| Money Market | 0.00 |
| Sweep Account | <u>24,639,055.11</u> |
| Investment Total | <u>\$ 222,303,607.08</u> |

City of Clovis
Original Maturities Exceeding One Year
As of April 30, 2019

| Institution | Face Value | Investment Balance At Amortized Cost | Maturity | Stated Rate |
|--------------------|-------------------|---|-----------------|------------------------|
| FFCB/3133EGCZ6 | 3,000,000.00 | 3,007,560.00 | 6/6/2019 | 1.300% |
| FNMA/3135G0K93 | 3,000,000.00 | 3,006,150.00 | 6/28/2019 | 1.250% |
| FNMA/3135G0M91 | 3,000,000.00 | 3,002,400.00 | 7/26/2019 | 1.125% |
| FHLMCMTN/3134GB30 | 3,000,000.00 | 2,997,000.00 | 9/27/2019 | 1.500% |
| FHLB/3130ACLX0 | 2,500,000.00 | 2,498,750.00 | 10/30/2019 | 1.625% |
| FNMA/3135G0R62 | 3,000,000.00 | 3,000,000.00 | 11/15/2019 | 1.250% |
| FHLMCMTN/3134GAWD2 | 3,000,000.00 | 3,000,000.00 | 11/27/2019 | 1.300% |
| FFCB/3133EJRD3 | 2,500,000.00 | 2,502,117.00 | 12/5/2019 | 2.390% |
| FFCB/3133EFZT7 | 1,000,000.00 | 994,500.00 | 2/24/2020 | 1.400% |
| FHLB/313378J77 | 1,000,000.00 | 1,008,596.72 | 3/13/2020 | 1.875% |
| FNMA/3136G4NJ8 | 3,000,000.00 | 3,006,210.00 | 4/27/2020 | 1.700% |
| FNMA/3136G4NK5 | 3,000,000.00 | 3,007,770.00 | 4/27/2020 | 1.800% |
| FFCB/3133EGD69 | 2,000,000.00 | 1,990,555.00 | 5/7/2020 | 1.320% |
| FHLMC/3134GBQZ8 | 2,500,000.00 | 2,498,750.00 | 5/22/2020 | 1.550% |
| FFCB/3133EHKR3 | 2,500,000.00 | 2,500,000.00 | 6/1/2020 | 1.670% |
| FHLB/3130ABNQ5 | 5,000,000.00 | 5,000,000.00 | 6/26/2020 | 1.625% |
| FAMCMTN/3132X0UC3 | 2,500,000.00 | 2,500,000.00 | 6/29/2020 | 1.650% |
| FHLB/3130ABNM4 | 2,500,000.00 | 2,500,000.00 | 6/29/2020 | 1.640% |
| FFCB/3133EHQJ5 | 5,000,000.00 | 5,000,000.00 | 7/6/2020 | 1.625% |
| FHLB/3130ACBY9 | 2,500,000.00 | 2,455,546.50 | 8/28/2020 | 1.680% |
| FHLB/3130ABZN9 | 2,500,000.00 | 2,465,677.50 | 8/28/2020 | 1.800% |
| FHLB/3130ACD92 | 2,500,000.00 | 2,500,000.00 | 9/18/2020 | 1.600% |
| FNMA/3136G4QB2 | 2,500,000.00 | 2,500,000.00 | 10/13/2020 | 1.850% |
| FNMA/3135G0Q97 | 2,500,000.00 | 2,442,365.00 | 10/28/2020 | 1.500% |
| FHLB/3130ACTL8 | 2,500,000.00 | 2,488,750.00 | 11/25/2020 | 1.950% |
| FFCB/3133EH4B6 | 3,000,000.00 | 3,000,000.00 | 12/22/2020 | 2.100% |
| FHLB/3130ADG30 | 2,500,000.00 | 2,486,055.00 | 1/26/2021 | 2.300% |
| FHLMC/3134GSBK0 | 2,500,000.00 | 2,497,500.00 | 1/26/2021 | 2.150% |
| FHLMCMTN/3137EAEI9 | 2,500,000.00 | 2,477,875.00 | 2/16/2021 | 2.375% |
| FHLMCMTN/3134GBTG7 | 2,300,000.00 | 2,258,140.00 | 3/29/2021 | 1.875% |
| FAMCMTN/3132X0T84 | 2,500,000.00 | 2,502,236.25 | 4/19/2021 | 2.650% |
| FFCB/3133EHJP9 | 2,500,000.00 | 2,452,750.00 | 5/17/2021 | 2.000% |
| FHLB/313373ZY1 | 2,500,000.00 | 2,568,982.50 | 6/11/2021 | 3.625% |
| FHLB/3130A8EN9 | 2,500,000.00 | 2,418,750.00 | 6/14/2021 | 1.640% |
| FHLMCMTN/3134G9UL9 | 2,500,000.00 | 2,471,750.00 | 6/30/2021 | 1.500% |
| FFCB/3133EJ5Y1 | 2,500,000.00 | 2,500,000.00 | 7/22/2021 | 2.770% |
| FAMCMTN/3132X05D9 | 3,000,000.00 | 3,000,000.00 | 8/17/2021 | 2.750% |
| FFCB/3133EJYF0 | 2,000,000.00 | 1,998,520.00 | 8/27/2021 | 2.700% |
| FFCB/3133EJZU6 | 2,500,000.00 | 2,490,877.50 | 9/20/2021 | 2.850% |
| FFCB/3133EJ3B3 | 2,500,000.00 | 2,500,200.00 | 12/17/2021 | 2.800% |
| FFCB/3133EJ5Q8 | 2,500,000.00 | 2,498,750.00 | 1/24/2022 | 2.800% |
| FFCB/3133EKEW2 | 5,960,000.00 | 5,979,668.00 | 3/29/2022 | 2.280% |
| FHLB/313378WG2 | 6,000,000.00 | 6,034,800.00 | 3/11/2022 | 2.500% |



AGENDA ITEM NO: 7
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Finance Department

DATE: July 1, 2019

SUBJECT: Approval - Res. 19-____, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2019-20.

ATTACHMENTS: (A) Resolution
(B) Certification and Claim Forms

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Resolution 19-____, Measure C Extension Local Transportation Pass Through Revenues Certification and Claim Forms for 2019-20.

EXECUTIVE SUMMARY

The Fresno County Transportation Authority (FCTA) adopted the apportionment for Local Transportation Purpose Funds (Measure C Extension) for fiscal year 2019-20. The funds are distributed monthly based on the adopted percentages for each city. To receive the funds from FCTA it is necessary for each city to submit a Certification and Claim form for each sub program and a resolution of the City Council approving the Certification and Claim forms. The total estimated amount to be distributed to the City of Clovis is \$4,417,059.

BACKGROUND

Annually the City receives notification from the Fresno County Transportation Authority (FCTA) which adopts the methodology and estimated apportionments of Local Transportation Purpose Funds (Measure C Extension) due each City. The estimated percentage due the City of Clovis for each sub program varies from 1.97% to 16.74% of the total \$109,137,856 to be apportioned. The percentage due each City is based on population and road miles. The FCTA has estimated that the City will receive \$1,222,676

for the Street Maintenance Category, \$42,794 for the ADA Compliance Category, \$1,179,882 for the Flexible Funding Category, \$293,239 for the Pedestrian/Trails-Urban Category, \$73,712 for the Bicycle Facilities Category, and \$1,604,756 for the Clovis Transit Regional Public Transit Program Category. The total estimate to be disbursed to the City for all sub programs is \$4,417,059 for fiscal year 2019-20.

In order for each city to receive its apportionment the City must submit a Certification and Claim for each sub program and a resolution of the City Council approving the Certification and Claim forms. These Certification and Claim forms are for the Measure C Extension (2007-2027) that began July 1, 2007.

FISCAL IMPACT

In order for the City to receive its annual apportionment of Local Transportation Purpose Funds (Measure C Extension), the City must submit a Certification and Claim form for each sub program and a resolution of the City Council approving the Certification and Claim forms.

REASON FOR RECOMMENDATION

In order to receive the 2019-20 Measure C funds, the City needs to submit to the FCTA the Certification and Claim forms and authorizing resolution.

ACTIONS FOLLOWING APPROVAL

After the Council approval, the Certification and Claim forms and the resolution will be forwarded to the FCTA.

Prepared by: Gina Daniels, Assistant Finance Director

Submitted by: Jay Schengel, Finance Director 

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING THE LOCAL TRANSPORTATION PURPOSE FUNDS CERTIFICATION AND CLAIM FOR 2019-20

WHEREAS, the City of Clovis is an eligible claimant of funds for Local Transportation Purposes (Measure C Extension) pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority (FCTA) has adopted a Resolution of Apportionment for Fiscal Year 2019-20's estimated revenue setting 9.81% of \$12,463,337 for the Local Transportation Program, Local Allocation – Street Maintenance Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2019-20's estimated revenue setting 9.88% of \$432,978 for the Local Transportation Program, Local Allocation – ADA Compliance Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2019-20's estimated revenue setting 9.54% of \$12,366,701 for the Local Transportation Program, Local Allocation – Flexible Funding Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2019-20's estimated revenue setting 16.74% of \$1,751,383 for the Local Transportation Program, Local Allocation – Pedestrian/Trails-Urban Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2019-20's estimated revenue setting 11.11% of \$663,739 for the Local Transportation Program, Local Allocation – Bicycle Facilities Category sub program available to the claimant; and

WHEREAS, the FCTA has adopted a Resolution of Apportionment for Fiscal Year 2019-20's estimated revenue setting 1.97% of \$81,459,718 for the Regional Public Transit Program, Public Transit Agencies – Clovis Transit sub program available to the claimant.

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

1. The Finance Director is hereby authorized to execute the Certification and Claim forms and submit the forms to the FCTA for 2019-20.
2. The City hereby requests the release of funds to the City on a monthly basis, consistent with the adopted percentage and based on actual receipts.
3. The City hereby requests the release of funds to the City in accordance and compliance with Steps 5 and 6 of the Local Agency Handbook – Local Agency Pass-Through Funding Programs.

4. The City Council hereby certifies as follows:
 - a. That the sub programs' funds are not being used to substitute for property tax funds which the City had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257; and
 - b. That the City has segregated property tax revenues from the City's other General Fund revenues used to support the sub programs' funds so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to the City's entire general fund; and
 - c. That the City shall separately account for the sub program funds received pursuant to Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the FCTA for inspection or audit at any time.
5. The City understands that should financial or compliance audit exceptions be found, the FCTA will take immediate steps to resolve the exceptions in accordance with adopted procedures.
6. The City understands they must follow the Reporting Requirements as indicated in the Measure C Extension Local Agency Handbook and the Measure C Extension Local Agency Handbook, Other Revenue Funding and submit the appropriate Reporting Requirements Form for each Program/Project of expenditures for the 2019-20 fiscal year no later than November 15, 2019. The City understands if these Reporting Requirements are not met by the date listed above the Fresno County Transportation Authority will stop any and all Local Transportation Purposes Pass-Through funds until such Reporting Requirements have been met.

* * * * *

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 1, 2019

Mayor

City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2019-20**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845

FAX: _____

Contact: Jay Schengel

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to

Local Agency Name

California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2019-2020 setting 9.81% of \$12,463,337 (or \$1,222,676) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

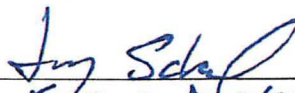
- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: _____

Date: _____


Finance Director
7/1/19

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2019-20**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845

FAX: _____

Contact: Jay Schengel

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to

Local Agency Name

California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2019-2020 setting 9.88% of \$432,978 (or \$42,794) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:


- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

4. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: _____

Date: _____


Finance Director
2/1/19

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2019-20**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845

FAX: _____

Contact: Jay Schengel

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2019-2020 setting 9.54% of \$12,366,701 (or \$1,179,882) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

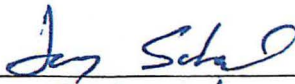
- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: _____

Date: _____


Finance Director
7/1/19

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2019-20**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845

FAX: _____

Contact: Jay Schengel

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☒ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2019-2020 setting 16.74% of \$1,751,383 (or \$293,239) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

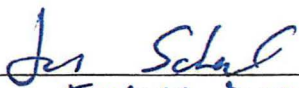
- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: _____

Date: _____



Finance Director
7/1/19

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2019-20**

TO: Fresno County Transportation Authority

FROM: City of Clovis
Local Agency Name

Address: 1033 Fifth Street, Clovis, CA 93612

Telephone: (559) 324-2845

FAX: _____

Contact: Jay Schengel

Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☒ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Clovis ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to

Local Agency Name

California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2019-2020 setting 11.11% of \$663,739 (or \$73,712) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Implementation Plan Provisions

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: _____

Date: _____

Jay Schengel
Finance Director
7/11/19

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board by Date: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2019-20**

TO: Fresno County Transportation Authority

FROM: City of Clovis - Clovis Transit Agency
Local Agency Name

Address: 155 N. Sunnyside Avenue, Clovis, CA 93611 Contact: Jay Schengel
Telephone: (559) 324-2768 FAX: _____ Email Address: jays@cityofclovis.com

1. Applicable Funding Program: (Check One)

- | | | |
|---|--|--|
| <i>Regional Public Transit Program</i> | <i>Local Transportation Program</i> | <i>Alternative Transportation Program</i> |
| <input type="checkbox"/> Fresno Area Express | <input type="checkbox"/> Street Maintenance | <input type="checkbox"/> Rail Consolidation Subprogram |
| <input checked="" type="checkbox"/> Clovis Transit | <input type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i> |
| <input type="checkbox"/> FCRTA | <input type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban | <input type="checkbox"/> Transit Oriented Infrastructure for |
| <input type="checkbox"/> ADA/Seniors/Paratransit | <input type="checkbox"/> Pedestrian/Trails Rural | In-Fill |
| <input type="checkbox"/> Farmworker Van Pools | <input type="checkbox"/> Bicycle Facilities | <i>Administrative/Planning Program</i> |
| <input type="checkbox"/> Car/Van Pools | <i>Regional Transportation Program</i> | <input type="checkbox"/> Fresno COG |
| <input type="checkbox"/> New Technology Reserve | <input type="checkbox"/> Fresno Airports | |

2. The City of Clovis - Clovis Transit Agency ("claimant") is an eligible claimant of funds for local transportation
Local Agency Name
purposes pursuant to California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2019-2020 setting 1.97% of \$81,459,718 (or \$1,604,756) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:


- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____

Title: _____

Date: _____



Finance Director
7/6/19

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Ratifying Workers' Compensation Insurance Coverage for Injury Sustained by Peace Officers While Off-Duty Outside the State of California.

ATTACHMENTS: Res. 19-____ Authorizing workers' compensation coverage for off-duty Peace Officers injured out of state

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve a Resolution authorizing workers' compensation coverage for off-duty Peace Officers injured out of state.

EXECUTIVE SUMMARY

It is recommended that the Clovis City Council approve a resolution in support of authorizing workers' compensation insurance coverage for line of duty injury or illnesses sustained by off-duty Peace Officers, while they are out of state. This would extend their current coverage in the event they are engaging in police related activities while out of state, such as occurred in the 2017 Las Vegas shooting.

BACKGROUND

During the October 2017, Las Vegas Route 91 Harvest Festival shooting, the peace officers that responded to the incident were denied workers' compensation benefits because the incident occurred out of state. Due to the alarming number of peace officers being denied benefits, the State of California signed into law Labor Code Section 3600.2(b) amending the law to allow city, county, and other local agencies that employ peace officers to have the discretion in determining whether or not to accept workers' compensation claims filed by a peace officer who, while out of state was injured in the line of duty.

In order to implement this change for the City of Clovis, the City's excess workers' compensation insurance carrier Local Agency Workers' Compensation (LAWCX) amended their Memorandum of Coverage's (MOC) to allow participating cities to provide workers' compensation benefits to peace officers at the time of sustaining the out of state injury or illness while engaging in the apprehension or attempted apprehension of law violators or suspected law violators, the protection or preservation of life or property, and the preservation of the peace; however, prior to the occurrence, the City shall adopt a resolution as provided in Section 3600.2, subdivision (b)(4), accepting liability for such bodily injury and occupational illness under the workers' compensation law.

FISCAL IMPACT

The fiscal impact is undetermined at this time. Annual workers' compensation insurance premiums are determined based on claim utilization, which staff would be able to access the cost associated with such peace officers at a later date. The City reduces its overall litigation risk by covering out of state peace officers injured in the line of duty.

REASON FOR RECOMMENDATION

Staff recommends that City Council adopt the Resolution (Attachment "A") approving workers' compensation insurance coverage for peace officers who are out of state and injured in the line of duty.

ACTIONS FOLLOWING APPROVAL

If approved, staff will provide notice to City peace officers advising them of their workers' compensation benefits while out of state.

Prepared by: Charles W. Johnson, Management Analyst

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19 -

**A RESOLUTION OF THE CITY OF CLOVIS AUTHORIZING WORKERS'
COMPENSATION COVERAGE FOR OFF-DUTY PEACE OFFICERS INJURED
OUT OF STATE**

WHEREAS, Labor Code Section 3600.2 was amended by Assembly Bill 1749 in 2018, to allow a peace officer employer to accept liability for workers' compensation liability and provide benefits for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the State of California, but who was not at the time acting under the immediate direction of his or her employer, if the employer determines that providing compensation serves the public purposes of the employer; and

WHEREAS, the City's workers' compensation insurance carrier, Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX), has amended [or plans to amend] its Memorandum of Coverage to provide coverage for peace officers who sustain a bodily injury or occupational illness while out of state under the circumstances described in Section 3600.2, but only if, prior to the occurrence, the governing board of the covered member has adopted a resolution under Section 3600.2, subsection (b)(4), accepting liability for such injury and or illness under the California workers' compensation law; and,

WHEREAS, the City desires to accept workers' compensation liability for peace officers who sustain an injury or illness while out of state in accordance with Labor Code Section 3600.2 and the LAWCX Memorandum of Coverage.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clovis hereby finds and determines:

1. The City authorizes and agrees to accept liability for workers' compensation benefits under California Labor Code, Division 4 for an injury or illness sustained by a peace officer by reason of engaging in the apprehension or attempted apprehension of law violators or suspected law violators, or protection or preservation of life or property, or the preservation of the peace, outside the State of California, but who was not at the time acting under the immediate direction of the City. This resolution is adopted pursuant to Labor Code Section 3600.2, subsection (b)(4).
2. The City finds and determines that providing workers' compensation benefits in the circumstances described in paragraph 1 serves the public purposes of the City.
3. This coverage shall not apply if, at the time of the occurrence, the peace officer was suspended from peace officer duty or otherwise not in good standing as a peace officer.

4. This coverage applies only to a peace officer as defined at Government Code Section 50920.

5. This coverage applies to occurrences that happen on or after July 1, 2019.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019 by the following vote, to wit.

AYES:

NOES:

ABSTAIN:

ABSENT:

DATED:

Mayor

City Clerk



AGENDA ITEM NO: 9
City Manager: CS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19___, Amending the City's Classification and Compensation Plans to Include the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications; and, Approval – Res. 19___, Amending the City's Position Allocation Plan by adding the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications and deleting the Junior Engineer, Assistant Engineer, and Associate Engineer Classifications.

ATTACHMENTS: Attachment A: Resolution 19 ___. Amendments to the City's Classification and Compensation Plans
Exhibit A: Engineer I
Exhibit B: Engineer II
Exhibit C: Civil Engineer
Exhibit D: Supervising Civil Engineer
Attachment B: Resolution 19 ___. Position Allocation Plan
Exhibit E: Position Allocation Adjustment by Department

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve – Res. 19___, Amending the City's Classification and Compensation Plans to include the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications; and Approve – Res. 19___, Amending the City's Position Allocation Plan by adding the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer Classifications and deleting the Junior Engineer, Assistant Engineer, and Associate Civil Engineer Classifications.

EXECUTIVE SUMMARY

A recent study of the Engineering positions in both the Planning and Development Services Department and the Public Utilities Department concluded that there is a need to update the Engineering job classifications. It is recommended that the City's Classification and Compensation Plans be adjusted to provide for the four (4) new classifications of Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer which have been designed to reflect the current scope of work that the Engineers are performing. The current Engineering job classifications include the Junior Engineer, Assistant Engineer and the Associate Civil classifications. It is recommended that those current positions be deleted from the FY 19-20 Position Allocation Plan. Adoption of the new classifications will facilitate reclassification of incumbent employees who are currently performing work in their present classification parameters. It is recommended that the Position Allocation Plan will be adjusted in both the Planning and Development Services and the Public Utilities Departments.

The recommended actions involve changes to the City's Classification, Compensation and Position Allocation Plans and require Council approval.

BACKGROUND

At the request of both the Planning and Development Services Department and the Public Utilities Department, the Personnel / Risk Management Division recently conducted a study of several Engineer classifications. It is recommended that the classifications of Junior Engineer, Assistant Engineer and Associate Civil Engineer be deleted and replaced with the Engineer I, Engineer II and the Supervising Civil Engineer classifications. It is also proposed that the Civil Engineer classification be added as a new classification to the City's Classification Plan.

The classification study also revealed a need to update the classification titles on each of the classifications. The revised names include changing the following classifications to:

- Junior Engineer to Engineer I
- Assistant Engineer to Engineer II
- Associate Engineer to Supervising Civil Engineer

There were also several minor updates made for each of these classifications to accurately reflect the assigned duties. The revised classifications and job requirements for each classification more accurately depict industry standards. The revisions are attached on Exhibits A, B and D.

Based on internal and external market data, it is recommended that the new created Civil Engineer classification be established with a salary range of \$7,801 to \$9,483 per month, which is approximately 7% above the existing Assistant Engineer classification. This salary range has the 2% wage increase that the bargaining unit is receiving on July 1, 2019. The new classification is attached on Exhibit C.

The newly revised Engineer II and Civil Engineer classifications now allow the current employees who meet the minimum job requirements to flex and promote into the higher level classifications. The requirement for flexing into each of the positions are noted on the job classifications (Exhibits B and C). The current employees will be reclassified to the following positions if they meet the minimum job requirements as listed on the attached job classifications:

- Junior Engineers will be reclassified to Engineer I. The salary will remain the same as the Junior Engineer with the 2% wage increase effective July 1, 2019. Three (3) Junior Engineers will be reclassified to Engineer I.
- Assistant Engineers that do not possess a Professional Civil Engineer (PE) license will be reclassified to an Engineer II. The salary will remain the same as the Assistant Engineer with the 2% wage increase effective July 1, 2019. Five (5) Assistant Engineers will be reclassified to the Engineer II position.
- Assistant Engineers that possess a Professional Civil Engineer (PE) license and meet the minimum requirements will be reclassified to Civil Engineer. A new salary range was created as noted above. Seven (7) Assistant Engineers will be reclassified to the Civil Engineer position.
- Associate Civil Engineers will be reclassified to a Supervising Civil Engineer. The salary will remain the same as the Associate Civil Engineer with the 2% wage increase effective July 1, 2019. Three (3) Associate Civil Engineers will be reclassified to the Supervising Civil Engineer position.

The City Position Allocation Plan for FY 19-20 will be adjusted in the Planning and Development Services Department. The current Position Allocation Plan in the Planning and Development Services Department has two (2) Associate Civil Engineer, eleven (11) Assistant Engineer and two (2) Junior Engineer positions. It is recommended that we delete the current positions and add two (2) Supervising Civil Engineers and combine the following classifications in the Position Allocation Plan to allow for flex staffing to thirteen (13) Engineer I/Engineer II/ and Civil Engineer positions. The revised Position Allocation Plan for Planning and Development Services Department is noted in the attached Position Allocation Adjustment for each Department (Exhibit E).

The present Position Allocation Plan for FY 19-20 will also be adjusted in the Public Utilities department. The current Position Allocation Plan is one (1) Associate Civil Engineer, two (2) Assistant Engineer and one (1) Junior Engineer positions. It is also recommended that these positions be deleted. These positions will be replaced with the newly revised positions to include one (1) Supervising Civil Engineer and again combine the following classifications in the Position Allocation plan to allow for flex staffing to include three (3) Engineer I/Engineer II and Civil Engineer positions. The

revised Position Allocation Plan for the Public Utilities Department is also noted in the attached Position Allocation Adjustment for each Department (Exhibit E).

Finally, it is recommended that the Civil Engineer classification be assigned to the Clovis Professional Technical Employees (CPTA) bargaining unit for representation. The bargaining unit has been consulted regarding the revised and renamed Engineer I and Engineer II classifications and the newly established Civil Engineer classification. The CPTA bargaining unit is in agreement with staff's recommendations. The Supervising Civil Engineer will be assigned to the Management Group.

FISCAL IMPACT

The salary and related benefit costs of the proposed classification changes are approximately \$56,000 for FY 19-20. These additional costs were anticipated and were budgeted in the FY 19-20 for both the Planning and Development Services and the Public Utilities Departments budget allocations.

REASON FOR RECOMMENDATION

After staff reviewed the engineering classifications it has been determined that there is a need to update and rename the current job classifications and create a Civil Engineer job classification. The recommended changes to the City's Classification, Compensation, and Position Allocation Plans require Council approval.

ACTIONS FOLLOWING APPROVAL

The City's Classification, Compensation, and Position Allocation Plans will be amended as specified above. Three (3) Associate Civil Engineer incumbents will be reclassified to the Supervising Civil Engineer classification, Seven (7) Assistant Engineer incumbents will be reclassified to the Civil Engineer classification, five (5) Assistant Engineer incumbents will be reclassified to the Engineer II classification, and three (3) Junior Engineer incumbents will be reclassified to the Engineer I classification.

Prepared by: Lori Shively, Personnel/Risk Manager

Submitted by: Shonna Halterman, General Services Director



Attachment A

RESOLUTION 19- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING
AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN
ADOPTING THE ENGINEER I, ENGINEER II, CIVIL ENGINEER, AND
SUPERVISING CIVIL ENGINEER CLASSIFICATIONS**

The City Council of the City of Clovis resolves as follows:

WHEREAS, a classification study in the Planning and Development Services and Public Utilities Departments concluded that Engineer I, Engineer II, Civil Engineer, and Supervising Civil Engineer classifications are necessary in order to properly classify the type and scope of work assigned; and,

WHEREAS, an analysis of the internal and external job markets finds that the monthly salary ranges for the Engineer I classification should be \$6,406 - \$7,786; the monthly salary range for the Engineer II should be \$7,235 - \$8,795; the monthly salary range for the Civil Engineer should be \$7,801 - \$9,483 and the monthly salary range for the Supervising Civil Engineer should be \$8,710 - \$10,587; and,

WHEREAS, it has been determined that it is appropriate to assign the Engineer I, Engineer II and the Civil Engineer classification to the Clovis Professional Technical Association bargaining unit for representation; and, that it is appropriate to assign the Supervising Civil classification to the Management Group.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis, that the City's Classification and Compensation Plans shall be modified to include: 1) the Engineer I classification (Exhibit A) with a monthly salary range of \$6,406 – 7,786; 2) the Engineer II classification (Exhibit B) with a monthly salary range of \$7,235 - \$8,795; 3) Civil Engineer classification (Exhibit C) with a monthly salary range of \$7,801 - \$9,483; and 4) Supervising Civil Engineer classification (Exhibit D) with a monthly salary range of \$8,710 - \$10,587.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 1, 2019

Mayor

City Clerk

EXHIBIT A

City of Clovis **Engineer I Junior Engineer**

DEFINITION

Under supervision, ~~as a trainee,~~ to learn and perform a variety of engineering work assignments, learn City standards, procedures, and policies and apply them to the performance of entry-level professional civil engineering work; and to perform related work as required.

CLASS CHARACTERISTICS:

Positions in this entry-level class receive training to learn City practices and perform routine civil engineering work that is subject to substantial review duties. Incumbents ~~perform repetitive work which fits~~ The assigned tasks are repetitive and fit an established pattern; however, as experience grows is gained and the incumbent's ability progresses, more varied assignments are given broader tasks are assigned to provide exposure to other facets of work the civil engineering field to prepare incumbents for advancement to the next higher level in the journey-level professional engineering series. Positions in this class perform work assignments that are highly structured, seldom vary, and are performed in accordance with established instructions. Incumbents receive thorough instructions when tasks are initially assigned and after training are expected to perform repetitive duties without constant supervision. Work is reviewed periodically while in progress and upon completion. Incumbents are expected to refer most variations in work to their supervisor for instructions.

EXAMPLES OF DUTIES:

Prepare plans, specifications, and engineering estimates for City public works construction and improvement projects; review tract maps and improvement plans; maintain City standard specifications; prepare legal descriptions; assist in planning and developing studies; assist in preparing preliminary recommendations concerning work projects; answer inquiries from contractors, developers, engineering consultants, and private citizens the public on about City standards and construction procedures; compose correspondence; draw legal charts, maps, and renderings using standard drafting tools; calculate costs of capital improvement projects; compose project specifications; check bills for accuracy; research right-of-way ownership and other legal matters in City records; communicate with contractors on bidding procedures; check plans for proper grading, sloping, pipe size, and drainage; upgrade fee charges in accordance with terms and interest rates; attend staff meetings; keeps retain logs and records as needed; assist with federal, state, and local regulatory tasks related to municipal public works and utilities; maintain databases; assist with the implementation of the City's water conservation program and public outreach; answer questions from the public at the counter and by

telephone; operate City vehicles; operate a personal computer; and perform related work as required.

TYPICAL QUALIFICATIONS:
LICENSE REQUIRED

- Possession of a valid California Driver's License and a good driving record.

TRAINING AND EXPERIENCE

Education:

- Graduation from an accredited college or university with major course work a Bachelor's Degree in Civil Engineering or a closely related field.
- Incumbents in the Engineer I classification may be promoted to the Engineer II classification upon the following qualifications:
 - Meet the minimum qualifications for the position;
 - Successful completion of the probationary period, one (1) year;
 - Recommendation of the appointing authority;
 - A minimum of an exceeds standards on the most current performance evaluation.

Experience:

- Up to two years experience in the civil engineering field may be substituted for the required education on a year for year basis.

QUALIFICATIONS

Knowledge of:

- Civil engineering methods and techniques used in the construction and maintenance of public works;
- Principles of office and field engineering, drafting procedures, and equipment;
- Accurate record keeping methods;
- Principles of physics and mathematics used in civil engineering;
- Common methods and equipment used in engineering construction and inspection methods used in controlling such work to perform work assignments;
- Appropriate safety precautions and procedures.

Ability to:

- Make engineering computations;
- Make precise measurements;
- Interpret engineering plans and specifications;
- Make accurate drawings and maps;
- Make accurate computations and keep neat and accurate field notes;
- Maintain databases;
- Prepare reports;

- Establish and maintain effective relationships with those contacted in the course of work;
- ~~Maintain effective working relationships with fellow workers and the public;~~
- Operate a vehicle observing legal and defensive driving practices;
- Read, understand, and apply moderately difficult materials;
- Operate a calculator by touch;
- Operate standard office equipment;
- ~~Acquire the skills necessary to utilize a personal computer at a proficiency level satisfactory for the performance of the duties;~~
- Operate a personal computer accurately and efficiently;
- Maintain accurate records;
- Maintain and modify filing systems;
- Understand and carry out oral and written instructions.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Medium work-lifting, carrying, and/or pushing 50 pounds with frequent lifting and/or carrying of objects weighing up to 25 pounds;
- Environment: Perform job functions in an office or outdoor site and may be required to work in all weather conditions;
- Other: May be required to attend occasional evening meetings.

EXHIBIT B

City of Clovis Engineer II Assistant Engineer

DEFINITION

Under general supervision, the Assistant Engineer performs journey-level professional **perform** civil engineering duties **work assignments** in the review, evaluation, and design of public works projects; **and perform related work as required.** Incumbents may be assigned to train and review the work of other engineering staff of the unit.

CLASS CHARACTERISTICS:

Positions in this **The Engineer II** class perform **professional journey-level civil engineering job functions; and provide training, staff support, and lead supervision of the engineering staff.** Incumbents perform work which has some variation and allows or requires a moderate range of choice in the application of defined methods or procedures; Incumbents receive minimal instructions when tasks are assigned and have some latitude in selecting work methods; work is generally reviewed upon completion; and incumbents are expected to refer to their supervisor for instruction on matters that do not fit a clear pattern.

EXAMPLES OF DUTIES:

Review and evaluate site plans, parcel maps, and tract maps for conformance with zoning, grading, and public works standards and codes; perform preliminary **detailed** checks on grading plans, parcel maps, and tract maps; inspect public works projects as needed; communicate with the public at the counter and over the **by** telephone; consult with contractors, developers, engineering consultants, and the public, and others on public works standards, fees, slope and grade problems, **civil engineering design problems**, and other related items; review, investigate, and make recommendations regarding complaints from citizens; **trains junior engineers and technicians; calculate project cost quotes estimates, curb, gutter and street grades, and traverses using a computer; check plans; makes copy, file, and update maps and plans; maintain records of inspection fees and project status; check bids and billings for accuracy; approve building permits; measure distances; review bids and proposals; perform a variety of professional staff work, laying out projects to meet project definition, collect and compile data, statistically analyze data, prepare exhibits, and write reports; compose agreements, staff reports, tract maps, site plans and legal descriptions; prepare plans, specifications, and maps; perform federal, state, and local regulatory tasks related to municipal public works and utilities; maintain databases; assist with the implementation of the City's water conservation program and public outreach;** participate fully in the work of the engineering staff; **train and** assign the work of subordinate staff on engineering projects; instruct assigned staff in work methods; check and correct work in progress and upon completion; operate City vehicles; operate a personal computer; and perform related work as required.

TYPICAL QUALIFICATIONS:

LICENSE AND CERTIFICATION

LICENSE REQUIRED

- Possession of a valid and appropriate California Driver's License and a good driving record.

CERTIFICATION REQUIRED

- Possession of an Engineer-in-Training (EIT) Certification or equivalent to the State of California Department of Consumer Affairs Board for Professional Engineers, Land Surveyors, and Geologists.

EDUCATION AND EXPERIENCE

Education:

- ~~Any combination of education or experience equivalent to the following: Graduation from an accredited four-year college or university with major course work in civil engineering or a closely related field; or possession of an EIT/PE and completion of college-level course work in structural theory, soils, fluid mechanics, hydrology, reinforced concrete, and timber design.~~
- Graduation from an accredited college or university with a Bachelor's Degree in Civil Engineering or a closely related field.

Experience:

- ~~Four years of progressively responsible work experience in the field of civil engineering or a closely related field~~
- A minimum of two (2) years of work experience in the field of Civil Engineering or a closely related field.
- Incumbents in the Engineer II classification may be promoted to the Civil Engineer classification upon the following qualifications:
 - Meet the minimum qualifications for the position;
 - Successful completion of the probationary period, one (1) year;
 - Recommendation of the appointing authority;
 - A minimum of an exceeds standards on the most current performance evaluation.

QUALIFICATIONS

Knowledge of:

- Principles of physics, chemistry, and mathematics as applied to civil engineering;
- Engineering design, construction practices, drafting, inspection, and surveying;
- Appropriate safety precautions and procedures.

Ability to:

- Prepare design work on minor public improvement projects;
- Prepare, read, and interpret engineering estimates, specifications, legal property descriptions, and field notes;
- Perform precise engineering office and fieldwork;
- Prepare accurate and concise reports;
- ~~Establish and maintain effective working relationships with fellow workers and the public.~~
- Establish and maintain effective relationships with those contacted in the course of work;
- Understand pertinent procedures and functions;
- Operate a vehicle observing legal and defensive driving practices;
- Read, understand, and apply moderately difficult materials;
- ~~Acquire the skills necessary to utilize a personal computer at a proficiency level satisfactory for the performance of the duties.~~
- Operate a personal computer accurately and efficiently;
- Maintain accurate records;
- Maintain databases;
- Maintain and modify filing systems;
- Understand and carry out oral and written instructions;
- Utilize Computer Assisted Drafting (CAD) software;
- Effectively Communicate clearly both orally and in writing;
- Provide on-the-job supervision of subordinates.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS

- **Strength:** Ability to perform moderately heavy work with frequent lifting, carrying, and/or pushing of objects weighing twenty-five (25) pounds and occasionally objects weighing up to fifty (50) pounds;
- **Environment:** Perform job functions in an office or outdoor site and may be required to work in all weather conditions;
- **Other:** May be required to attend occasional evening meetings.

EXHIBIT C

City of Clovis Civil Engineer

DEFINITION

Under supervision, perform the advanced civil engineering work assignments in the review, evaluation, and design of public works projects; and perform related work as required.

CLASS CHARACTERISTICS:

The Civil Engineer class perform advanced professional journey-level civil engineering job functions; and provide training, staff support, and lead supervision of the engineering staff. Incumbents perform work which has some variation and allows or requires a moderate range of choice in the application of defined methods or procedures; receive minimal instructions when tasks are assigned and have some latitude in selecting work methods; work is generally reviewed upon completion; and incumbents are expected to refer to their supervisor for instruction on matters that do not fit a clear pattern.

EXAMPLES OF DUTIES:

Review and evaluate site plans, parcel maps, and tract maps for conformance with zoning, grading, and public works standards and codes; perform detailed checks on grading plans, parcel maps, and tract maps; inspect public works projects as needed; communicate with the public at the counter and over the telephone; consult with contractors, developers, engineering consultants, and the public, on public works standards, fees, civil engineering design problems, and other related items; review, investigate, and make recommendations regarding complaints from citizens; calculate project cost estimates, curb, gutter and street grades, and traverses using a computer; check plans; copy, file, and update maps and plans; maintain records of inspection fees and project status; check bids and billings for accuracy; approve building permits; measure distances; review bids and proposals; perform a variety of professional staff work, laying out projects to meet project definition, collect and compile data, statistically analyze data, prepare exhibits, and write reports; compose agreements, staff reports, and legal descriptions; prepare plans, specifications, and maps; perform federal, state, and local regulatory tasks related to municipal public works and utilities; maintain databases; assist with the implementation of the City's water conservation program and public outreach; assist with and perform cost accounting for budgetary purposes; participate fully in the work of the engineering staff; train and assign the work of subordinate staff on engineering projects; instruct assigned staff in work methods; check and correct work in progress and upon completion; operate City vehicles; operate a personal computer; and perform related work as required.

TYPICAL QUALIFICATIONS:

LICENSE REQUIRED

- Possession of a valid California Driver's License and a good driving record;
- Possession of a valid Professional Civil Engineer (PE) license issued by the State of California Department of Consumer Affairs Board for Professional Engineers, Land Surveyors, and Geologists.

EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited college or university with a Bachelor's Degree in Civil Engineering or a closely related field.

Experience:

- A minimum of three (3) years of work experience in the field of Civil Engineering or a closely related field.
- Incumbents in the Engineer II classification may be promoted to the Civil Engineer classification upon the following qualifications:
 - Meet the minimum qualifications for the position;
 - Successful completion of the probationary period, one (1) year;
 - Recommendation of the appointing authority;
 - A minimum of an exceeds standards on the most current performance evaluation.

QUALIFICATIONS

Knowledge of:

- Principles of physics, chemistry, and mathematics as applied to civil engineering;
- Engineering design, construction practices, drafting, inspection, and surveying;
- Techniques and general principles of training and lead supervision;
- Appropriate safety precautions and procedures.

Ability to:

- Prepare design work on minor public improvement projects;
- Prepare, read, and interpret engineering estimates, specifications, legal property descriptions, and field notes;
- Perform precise engineering office and fieldwork;
- Prepare accurate and concise reports;
- Establish and maintain effective relationships with those contacted in the course of work;
- Understand pertinent procedures and functions;
- Operate a vehicle observing legal and defensive driving practices;
- Read, understand, and apply moderately difficult materials;
- Operate a personal computer accurately and efficiently;

- Maintain accurate records;
- Maintain databases;
- Maintain and modify filing systems;
- Understand and carry out oral and written instructions;
- Utilize Computer Assisted Drafting (CAD) software;
- Communicate clearly orally and in writing;
- Provide on-the-job supervision of subordinates.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Strength: Ability to perform moderately heavy work with frequent lifting, carrying, and/or pushing of objects weighing twenty-five (25) pounds and occasionally objects weighing up to fifty (50) pounds;
- Environment: Perform job functions in an office or outdoor site and may be required to work in all weather conditions;
- Other: May be required to attend occasional evening meetings.

EXHIBIT D

City of Clovis **Supervising Civil Engineer** ~~Associate Civil Engineer~~

DEFINITION

Under direction, to plan, assign, and supervise the work of professional, technical, and clerical staff assigned to a small engineering or operational unit; to perform highly complex public works civil engineering; to represent the City in the administration of contracts, the implementation of state and federal regulatory programs, and enforcement of City engineering standards; and to perform related work as required.

CLASS CHARACTERISTICS:

Positions in this class function as first-level supervisors over a small unit of engineers and/or support staff. Incumbents have responsibility to assign, schedule, and review the work of subordinate staff while personally performing the more complex and responsible work of the unit; may be periodically rotated between work units; exercise supervision over other employees; make assignments, set priorities, train, and review the work of subordinates; prepare evaluations, process grievances at their level, recommend employment, and effectively recommend disciplinary action. Incumbents in this class have considerable independence in selecting work methods from a variety of standard methods or procedures. Instructions given by the supervisor generally do not provide all of the information needed to complete the assignment. Incumbents are expected to resolve most problems confronted through the application of judgment and precedent, referring to the supervisor only those which involve the establishment of new procedures or which involve solutions which are inconsistent with departmental procedures and policies.

EXAMPLES OF DUTIES:

Supervise, lead, and participate in the operation of an engineering or operational unit involving development review, capital improvements, water system operation, water quality, wastewater collection and treatment operation, landfill operation, construction management and inspection of public works improvements, such as streets, sewers, storm drains, water facilities and other structures and facilities; assign, supervise, and evaluate work of inspectors and other engineering or technical personnel; develop public works requirements for private development; review and check designs, plans, specifications, estimates, maps, and improvement plans on public works projects; prepare written staff reports for presentation to City Council; prepare resolutions and ordinances for City Council; develop division budget; approve right-of-way permits; supervise inspection of improvements constructed by developers; plan, coordinate, and supervise field surveying, traffic studies and design, and development of public

works standards and specifications; prepare engineering and other technical studies and reports; receive and resolve difficult and unusual public complaints and requests; participate in right-of-way acquisition proceedings; consult with and aid other governmental agencies in engineering matters; instruct inspectors in preparation of contract change orders; analyze design and construction conflicts and resolve conflicts when possible, referring the more difficult conflicts to the supervisor; compose correspondence to lending institutions, bonding companies, contractors, and developers; calculate traffic signal timing sequences; conduct traffic surveys; plan and supervise the laying of cement in roadways; prepare specifications for City work projects; receive citizen complaints and take appropriate action; attend and participate in conferences and meetings; assume the duties of the City Engineer, as assigned; and perform related work as required.

TYPICAL QUALIFICATIONS: LICENSE REQUIRED

- Possession of a valid and appropriate Class C, California Driver's License and a good driving record.
- Possession of valid Certificate of Registration as a Civil Engineer issued by the State Board of Registration for Civil and Professional Engineers
Possession of a valid Professional Civil Engineer (PE) license issued by the State of California Department of Consumer Affairs Board for Professional Engineers, Land Surveyors, and Geologists.

TRAINING EDUCATION AND EXPERIENCE

Education:

- Graduation from an accredited four-year college or university, with a Bachelor's Degree in Civil Engineering or closely related field, and possession of an Engineer-in-Training (EIT) Certificate.

Experience:

- Three (3) years of progressively responsible professional Civil Engineering work experience, with at least one (1) year of experience in plan checking of public works projects, and with at least one (1) year of experience in a supervisory capacity.

QUALIFICATIONS

Knowledge of:

- Street maintenance practices and procedures;
- Principles and practices of engineering as applied to development services activities;
- Water system operation;
- Water quality issues;
- English usage, spelling, grammar, and punctuation;

- Principles of supervision and training;
- Appropriate safety precautions and procedures;
- Program management.

Ability to:

- Provide engineering services of the City;
- Analyze problems and prepare written and oral reports;
- Understand and carry out complex oral and written instructions;
- Operate a vehicle observing legal and defensive driving techniques;
- Establish and maintain filing systems;
- Establish record keeping systems;
- Plan, schedule, and make work assignments for subordinates;
- ~~Establish and maintain effective relationships with other employees, outside agencies and the public;~~
- Establish and maintain effective relationships with those contacted in the course of work;
- Supervise the work or of others.

SUPPLEMENTAL INFORMATION:

PHYSICAL DEMANDS AND WORKING CONDITIONS

- Medium work-lifting, carrying, and/or pushing 25 pounds with frequent lifting and/or carrying of objects weighing up to 50 pounds;
- The work is primarily sedentary;
- Incumbent is required to attend periodic evening meetings;
- Incumbent is required to travel within and out of the City to attend meetings;
- Positions in this classification are designated as confidential under the Meyers-Millais Brown Act and are exempt employees under the Fair Labor Standards Act.

Attachment B

RESOLUTION 19- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING
THE CITY'S POSITION ALLOCATION PLAN IN THE PLANNING AND
DEVELOPMENT SERVICES AND PUBLIC UTILITIES DEPARTMENTS**

The City Council of the City of Clovis resolves as follows:

WHEREAS, the FY 19-20 Position Allocation Plan was approved as part of the FY 19-20 City budget adoption process;

WHEREAS, the results of a recent evaluation of work assignments in both the Planning and Development Services and Public Utilities Departments have determined that it is appropriate to amend the department's FY19-20 position allocation by deleting the Junior Engineer, Assistant Engineer and Associate Civil Engineer classifications and adding the Engineer I, Engineer II, Civil Engineer and Supervising Civil Engineer; the position allocation changes for each department is noted in Exhibit E and,

WHEREAS, it has been determined that modifying the FY 19-20 Position Allocation Plan to add these positions in both the Planning and Development Services and Public Utilities Departments is appropriate.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis, that the City's Position Allocation Plan shall be modified to include the Engineer I, Engineer II, Civil Engineer, and Supervising Civil Engineer classifications and the Junior Engineer, Assistant Engineer and Associate Engineer classifications be deleted as noted in Exhibit E attached.

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: July 1, 2019

Mayor

City Clerk

EXHIBIT E

POSITION ALLOCATION ADJUSTMENT BY DEPARTMENT FY 19-20

| <u>DEPARTMENT</u> | <u>NUMBER OF POSITIONS</u> |
|-------------------|----------------------------|
|-------------------|----------------------------|

Planning and Development Department

| | | |
|---------|---------------------------------------|------------|
| Delete: | Junior Engineer | 2.0 |
| | Assistant Engineer | 11.0 |
| | Associate Engineer | <u>2.0</u> |
| | Total | 15.0 |
| Add: | Engineer I/Engineer II/Civil Engineer | 13.0 |
| | Supervising Civil Engineer | <u>2.0</u> |
| | Total: | 15.0 |

Public Utilities Department

| | | |
|---------|---------------------------------------|------------|
| Delete: | Junior Engineer | 1.0 |
| | Assistant Engineer | 2.0 |
| | Associate Engineer | <u>1.0</u> |
| | Total | 4.0 |
| Add: | Engineer I/Engineer II/Civil Engineer | 3.0 |
| | Supervising Civil Engineer | <u>1.0</u> |
| | Total: | 4.0 |



AGENDA ITEM NO: 10
City Manager: BS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____; Adopting Wage and Benefit Changes for City of Clovis Management Employees for FY2019-2020, FY2020-21 and FY2021-2022.

ATTACHMENTS: Resolution 19-____

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing adjustment in wages and benefits for City management employees during FY2019-2020, FY2020-2021 and FY2021-2022.

EXECUTIVE SUMMARY

It is recommended that the City Council authorize specific changes to the wages and benefits provided to City management employees during FY2019-2020, FY2020-2021 and FY2021-2022. The recommended changes include wage increases of 2.0% in each of the next three (3) fiscal years, equity adjustments to four classifications, and some revisions to benefit programs.

BACKGROUND

Staff recommends wage and benefit adjustments for City management employees in FY2019-2020, FY2020-2021, and FY2021-2022. The proposed changes (Exhibit A attached) would result in City management employees receiving across-the-board wage adjustments of 2.0% in each of three upcoming fiscal years. Adjustments to four classifications are recommended due to either below market wages, a parity adjustment, or compaction issues with subordinate classes.

Changes to the education reimbursement program is recommended to improve administration and oversight of the program. All but one of the City's bargaining units will be utilizing the same program structure.

FISCAL IMPACT

The proposed amendments to management compensation and budget will result in approximate net increased salary costs of \$751,000 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel. Prior to implementation, the proposed changes must be authorized by City Council Resolution.

ACTIONS FOLLOWING APPROVAL

Staff will implement the proposed wage and benefit changes as described.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING
WAGE AND BENEFIT CHANGES FOR CITY OF CLOVIS MANAGEMENT
EMPLOYEES FOR FY2019-2020, FY2020-2021, FY2021-2022**

WHEREAS, the City Council authorizes a wage and benefit package for City management employees; and,

WHEREAS, the City's wage and benefit package is designed to attract and retain highly qualified management employees; and,

WHEREAS, it is appropriate to establish City management wage and benefit packages for FY2019-2020, FY2020-2021, and FY2021-2022; and,

WHEREAS, a Summary of management employee wage and benefit changes is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts specific wage and benefit changes for City management personnel for FY2019-2020, FY2020-2021, and FY2021-2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

SUMMARY OF WAGE AND BENEFIT CHANGES FOR CITY MANAGEMENT EMPLOYEES FOR FY 2019-2020, FY2020-2021, AND FY2021-2022

1. Term

July 1, 2019 through June 30, 2022

2. Wages

The following wage increases will be implemented:

- July 1, 2019 2.0%
- July 1, 2020 2.0%
- July 1, 2021 2.0%

In addition to across-the-board increases listed above, the following management classifications were determined to either be below the labor market median, had compaction issues with subordinate classes, or a parity issue, and will receive the following additional equity increases:

- Information Technology Supervisor 8.0% for a total of 10.0%
- Assistant Public Utilities Director 3.0% for a total of 5.0%
- Solid Waste Manager 1.0% for a total of 3.0%
- Utilities Manager 2.0% for a total of 4.0%

3. Professional Development

Effective July 1, 2019, the tuition reimbursement program will provide for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus \$2,000 for books and materials, to attain college degrees. Details of the program will be provided in the management and executive management benefit summaries.

4. Fire Department Health Program Incentive

The Fire Department is restructuring the former fitness incentive program to a health program. As with the Clovis Firefighters Association members, Fire management staff will receive an additional \$41.67 at Step A of their respective classifications.

5. Fire Department Uniform Allowance

Fire Department management shall receive an annual uniform allowance of \$1,500.



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Transit Employees Bargaining Unit

ATTACHMENTS: Resolution 19-____
Exhibit A – TEBU MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Transit Employees Bargaining Unit (TEBU), for the term of July 1, 2019 through June 30, 2022.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the TEBU bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the TEBU MOU.

BACKGROUND

The 2016-2019 MOU between the City and TEBU will expire on June 30, 2019. The City's negotiating team and TEBU representatives have recently concluded negotiations for a successor MOU. A summary of the substantive changes in the proposed MOU is below:

- Revisions to dues and union access in compliance with SB866 and AB119 (pages 2-3).

- Salary increases as follows:
 - FY 2019-20: 2.0% wage increase
 - Bus Driver classification shall receive a 3.0% equity adjustment for a total of 5.0%.
 - FY 2020-21: 2.0% wage increase
 - FY 2021-22: 2.0% wage increase
- Grandchildren, brother/sister-in-law, and son/daughter-in-law was added to the immediate family definition for bereavement leave (page 14).
- Revisions to the professional development section related to tuition reimbursement. Provides for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus \$2,000 for books and materials, to attain college degrees (page 22-23).
- Training pay premium for Lead Bus Drivers was eliminated, however, an additional step was added to Lead Bus Drivers and Transit Dispatchers. The first step will be dropped (side letter attached).

The TEBU membership ratified the terms of the proposed MOU on or about June 24, 2019.

FISCAL IMPACT

The proposed amendments to the TEBU MOU will result in approximate net increased salary costs of \$174,000 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and TEBU maintains reasonable wages and working conditions for employees in the TEBU bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution. The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and TEBU representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND
THE TRANSIT EMPLOYEES BARGAINING UNIT**

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Transit Employees Bargaining Unit (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed TEBU Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Transit Employees Bargaining Unit for the term of July 1, 2019 through June 30, 2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS AND THE
TRANSIT EMPLOYEES BARGAINING UNIT**

July 1, 2019 Through June 30, 2022

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Introduction

The representatives of the City of Clovis, (City), and the representatives of the Clovis Transit Employees Bargaining Unit/Operating Engineers Local # 3, (TEBU/OE3), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

1. Unit Description

A. Recognition of Exclusive Representative: The City agrees to acknowledge, pursuant to Sections 3500 et seq of the California Government Code, TEBU/OE3 as the exclusive recognized employee organization representing full-time non-management, transit permanent and probationary employees in the listed paragraph B below, until such time as TEBU/OE3 fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, TEBU/OE3 shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the TEBU/OE3 organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

B. Description of the Bargaining Unit. The unit shall consist of all full-time permanent and probationary employees in the following classifications:

1. Bus Driver
2. Lead Bus Driver
3. Transit Dispatcher

C. New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU. The City shall notify TEBU/OE3 in writing whenever new classifications are assigned to the TEBU/OE3 bargaining unit. Such notification shall be provided prior to Council adoption of a new classification.

2. Purpose

It is the purpose of this MOU to provide for a harmonious relationship between the City and the employees covered by this MOU, and to provide an orderly and equitable method of resolving any differences which may arise regarding wages, hours and other terms and conditions of employment. Nothing in this MOU shall preclude City

from recognizing in accordance with City policy any employee whose performance is determined by City to be outstanding.

3. City Rights

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including the following specific rights:

- 1) Direct the work of its employees.
- 2) Hire, promote, demote, transfer, assign and classify employees within the City, and to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
- 3) Discipline employees according to applicable regulations and MOU provisions.
- 4) Take actions as may be necessary to carry out the mission of the agency in emergencies.
- 5) Determine the methods, means and personnel by which operations are to be carried on.
- 6) Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

4. Employee Rights

Consistent with the Meyers-Milias-Brown Act, found in the California Government Code beginning with Section 3500, employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

5. Dues Deduction

Payroll Deductions/Dues shall be in accordance with applicable law.

6. Union Access

The City and TEBU/OE3 agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

Access to employee new hire orientations

- At least ten days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one

notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.

- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be fifteen (15) minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1st and 16th of the month. If the 1st or 16th is on a weekend or a holiday the orientation will be on the first working day after the 1st or 16th.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

Access to current employee personal information

Both the City and TEBU/OE3 agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to TEBU/OE3 once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision

If the employee opts out and does not want their personal information distributed, the City will send TEBU/OE3 the employee's name, work phone, job title, and work location.

7. Non-Discrimination

The City and TEBU/OE3 agree not to discriminate against any employee in accordance with applicable laws.

8. Wage Scale and Retirement Contributions

A. Wage Scale - The City shall maintain the wage scale for all positions represented in this bargaining unit as found in Exhibit A, attached.

B. Wage Adjustment - The City will implement the following wage increases during the term of this agreement:

1. Fiscal Year 2019-2020: The following wage adjustments shall become effective on the first day of the first payroll period following TEBU/OE3 ratification and City Council approval of this MOU.

- All positions shall receive a 2.0% wage increase.
- Bus Driver classification shall receive a 3.0% equity adjustment for a total increase of 5.0%.

2. Fiscal Year 2020-2021:

- Effective July 1, 2020, all positions shall receive a 2.0% wage increase.

3. Fiscal Year 2021-2022:

- Effective July 1, 2021, all positions shall receive a 2.0% wage increase.

C. Retirement

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund provided for in C. 2 and C. 3 below.

2. PERS Classic Employees (per 2013 PEPRAs regulations)

| | |
|---|-------------|
| Employee Paid Member Contribution | 8.0% |
| Employee Cost Share of City's PERS Cost | <u>8.4%</u> |
| TOTAL: | 16.4% |

3. PERS New Members (per 2013 PEPRAs regulations)

| | |
|---------------------------------------|--------------|
| Employee Paid Member Contribution | 6.25%* |
| Employee Cost Share of City PERS Cost | <u>8.40%</u> |
| TOTAL: | 14.65% |

*Pursuant to PEPRAs regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify TEBU/OE3 prior to implementation of any rate changes to New Employee EPMC.

4. The Employee Cost-Sharing amounts specified in C. 2-3 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRA regulations.
5. For all employees classified as "PERS Classic Employees" (per 2013 PEPRA regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.

For all employees classified as "PERS New Members" (per 2013 PEPRA regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

D. Step Increases - The City shall maintain its current five (5) step salary plan during the term of this MOU.

E. Deferred Compensation

Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred compensation program is subject to I. R. S. Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows.

| City's Matching Contribution/Payment | Maximum City Payment |
|---|----------------------|
| (City/Employee) | |
| 1:1 | 3% |

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

F. Credit for Unused Sick Leave

The City shall, during the term of this agreement, continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

9. Health, Life, and Dental Insurance Compensation

- A. The City and TEBU/OE3 agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.
- B. The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.
- C. If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- D. The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.
- E. The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

F. Health Premium Rebate

1. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.

2. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

| | |
|----------------------------------|----------|
| • Employee Only | \$362.00 |
| • Employee + Child(ren) | \$322.00 |
| • Employee + Spouse | \$309.00 |
| • Employee + Spouse + Child(ren) | \$265.00 |

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses the employee's alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

Any changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

G. Supplemental Life Insurance

Throughout the term of this agreement, the City shall make available to employees in this unit supplemental life insurance coverage. It is understood and agreed that the premiums for such coverage shall be paid for exclusively by the employees who elect the supplemental life insurance coverage. Payment of the premiums for this coverage shall be made through employee payroll deductions.

The City shall be responsible for selecting the life insurance provider. Prior to selecting a provider, the City shall consult with TEBU/OE3 representatives.

H. State Disability Insurance

The members of TEBU/OE3 agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by TEBU/OE3 that the City allows State Disability as a non-vested benefit to be available to TEBU/OE3 members provided the City does not incur a contribution obligation.

10. Holidays

A. The holidays listed below will be recognized as eight (8) hour holidays during the existence of this MOU, except for Subdivision 10, which will be recognized as a four (4) hour holiday:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. The latter four (4) hours of one workday any day between December 24 and December 31. In order to maintain operations, the Department Head or designee shall have discretion over scheduling which day employees select.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and employer.

B. Whenever any such above-described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.

C. Employees may request and may receive Good Friday off provided they have either adequate compensatory time off accrued, or accrued vacation time, or are granted leave without pay per the City's Personnel Rules and Regulations.

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

E. Whenever an employee is required to work on a recognized holiday, the employee shall be paid at straight time, plus one and one-half times their rate of pay for every hour actually worked with a two (2) hour minimum.

11. Sick Leave

A. Employees will receive eight (8) hours sick or accident allowance for each full month of employment (based on date of hire) up to a total of ninety-six (96) hours allowance per calendar year. Such allowance is cumulative from year to year.

B. Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.

C. Sick Leave benefits are payable only for an employee's regularly scheduled work days on which the employee is unable to work as a result of the employee's illness or accident.

D. The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full days.

E. After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. Employees in this unit must notify the Finance Department by November 15 if they wish to receive the sick leave incentive as a cash-out or if it is to be deposited in their Deferred Compensation account. The payment shall be paid once a year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

| Number of Sick Leave Hours Used During Preceding 12 Month Period | Number of Cash-out Hours Available | Percent of Cash-Out |
|--|---------------------------------------|------------------------|
| 0 | 96 | 50% |
| 0+ to 8 | 88 | 45% |
| 8+ to 16 | 80 | 40% |
| 16+ to 24 | 64 | 35% |
| 24+ to 32 | 56 | 30% |
| 32+ to 40 | 48 | 25% |

The remaining portion of unused sick leave hours shall continue to accumulate.

F. Medical Appointments

Employees may use earned sick leave days for medical, chiropractic, dental and therapy appointments with the approval of the Department Head or the Department Head's designee.

12. Family Illness Leave

A. An employee shall be entitled to twenty-four (24) work hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from an injury or illness. An employee shall be entitled to up to forty (40) work hours with pay in any one (1) calendar year if travel is required outside of California. However, the necessity for the employee's presence may, in the discretion of the City Manager or the City Manager's authorized agent, be required to be verified by a doctor's certificate.

For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent or legal dependent of the employee.

B. Family Illness Leave Act - The City and TEBU/OE3 agree to comply with the legal requirements of "The Family and Medical Leave Act of 1993" (FMLA), as amended and "The California Family Rights Act of 1991" (CFRA), as amended (collectively referred to as the "ACTS") and detailed in the City of Clovis Administrative Memo 94-2, as amended.

C. All unit members have been properly noticed concerning their rights and the City's policy regarding their entitlements under the ACTS by provision of a copy Administrative Memo 94-2 as amended and that all time off for reasons covered under the ACTS (including workers' compensation absences) is designated FMLA/CFRA leave and counts towards their entitlement under both ACTS.

D. Employees who take leave under the ACTS on an Intermittent or Reduced Leave Schedule when their available paid leave balances have been exhausted will receive their negotiated benefits on a proportionate basis, based on the average number of hours they worked in a pay period compared to the number of hours not worked. For example, an employee who works 40 hours in an 80 hour pay period, will receive 50% accrual of sick leave and vacation time, and will be paid for one-half of a day for any holidays during that pay period.

13. Vacation

Employees in this unit shall earn vacation credit on the following basis:

| <u>Years of Service</u> | <u>Accrual</u> |
|---------------------------|--|
| 1 through end of year 7 | 5 hours posted on each pay period to a maximum of 280 hours |
| 8 through end of year 14 | 6 hours posted on each pay period to a maximum of 328 hours |
| 15 through end of year 19 | 6.667 hours posted each pay period to a maximum of 360 hours |
| 20 Years or more | 8 hours posted on each pay period to a maximum of 360 hours |

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 26, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

14. Overtime

A. Overtime will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight hours in a day. Employees who work an alternate work schedule, (i.e., "4-10" or "9-80") shall earn overtime for hours actually worked in excess of their normal shift. Overtime hours must be approved in advance by the employee's supervisor.

B. Overtime pay for an extra shift or special trip will be paid when the actual hours worked exceed the regularly scheduled shift for that week. Hours taken for paid leave (i.e., sick leave, vacation, CTO, or other paid leave) during the regularly scheduled shift will not be considered "actual hours worked" for the purpose of calculating overtime.

C. The City shall have the right to require employees to work whenever necessary. The City reserves the exclusive right to determine whether or not an employee possesses the qualifications necessary to perform the scheduled overtime task.

D. Eligible employees will be notified of overtime assignments in the following manner:

- Global notification via on-line scheduling for shifts that require coverage at least 24-hours in the future.
- Notification individually for shifts less than 24-hours in the future.

Assignments will be given in seniority order as determined by the date of full time employment with the City. In the event it is not possible to staff the full time shift overtime assignment with TEBU/OE3 employees the City will assign the work to other employees.

E. Planned and unplanned absences that affect shifts of other employees will be filled with other employees unless it creates overtime at time and one half for the other employee. In that case, the overtime assignment will be offered to full time employees in seniority order as noted in 'D' above before it is offered to other employees.

F. Special trips will be posted for a minimum of 72 hours, at least thirty (30) days in advance, when possible, to advise employees of the additional work shift opportunities. Special trips include bus rentals or trolley trips such as weddings, the Fair, Citizens Academy, Parades, recognized City holidays, or other similar events. Employees who are interested in these assignments must apply using the on-line scheduling software, during the 72 hour posting, indicating their availability and commitment to work the special trip. Special trips will be offered to employees on the basis of seniority. In the event it is not possible to staff the

special trip with TEBU/OE3 employees the City will assign the trip to other employees.

G. When an employee accepts an overtime assignment it is their responsibility to work the scheduled shift. If the employee is unable to work the overtime shift it is their responsibility to find a replacement who can work the shift and notify the supervisor of the replacement as soon as possible. An employee who twice accepts an overtime assignment and is unable to work the assignment, and is twice unable to find an eligible employee to work the assignment in their place, will be removed from the seniority list for overtime opportunities for six (6) months.

15. Specialty Pay

Supervisory Pay - Employees in this Unit shall receive a salary increase equivalent to "A" step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) consecutive working hours.

16. Standby Pay

A. Employees who have been directed by their supervisor to remain available for possible callback to work shall receive compensation for Standby Time for the period of time the employees are on standby status. In order to be compensated for Standby Time, an employee must:

1. Be notified by their supervisor that the employee has been assigned to Standby Time for a specified period of time; and,
2. Respond to telephone calls on the designated standby phone during the period in which they are assigned to Standby Time and take adequate steps to provide shift coverage or solve the issue at hand; and,
3. Be able to report to work within 45 minutes of notification during the period in which they are assigned to Standby Time.
4. Employees assigned to Standby Time who have been authorized to return to the worksite by their supervisor shall receive Call Back compensation pursuant to Section 21.

B. Employees assigned to Standby Time will be paid a premium of 25% of their weekly salary for each week they are assigned and scheduled to standby status by the supervisor. The assigned employee will return and / or pick-up the sick call telephone from the supervisor or designee on the designated day. Standby time of less than or more than one (1) week will be compensated on a pro-rata basis.

17. Safety Incentive Program

A. The City shall pay a safety incentive bonus to each eligible employee on December 16th of each year. Eligible employees shall receive the following annual safety incentive bonus based upon the number of injury/accident free years:

| <u>Time Period</u> | <u>Annual Bonus</u> |
|--------------------|---------------------|
| 2 – 4 Years | \$100.00 |
| 5 – 9 Years | \$200.00 |
| 10 – 14 Years | \$300.00 |
| 15 or More Years | \$400.00 |

B. "Eligible employee" is defined as an employee who has not had a preventable job-related injury, lost time from work due to a preventable job-related injury, had a disciplinary action for a significant safety violation resulting in a written warning or more severe disciplinary action, had an at-fault accident, or failed to maintain required licenses / certifications which resulted in an inability to perform their assigned duties, for at least two (2) years. If an employee fails to meet the above criteria for receipt of the safety incentive bonus, the employee shall not be eligible for and will not receive the safety incentive bonus until the employee once again meets the eligibility requirements listed above.

C. The time period for calculating the bonus shall be a minimum of two (2) years without any of the violations listed above. The time period shall reset following a violation. Due to the recordkeeping necessitated by this incentive, the "start date" for accrual of injury and accident-free time shall be December 1, 2012. No credit will be given for periods of time before that date.

D. In order to receive the safety incentive bonus, each employee must submit an application to the Transit Supervisor, no later than November 1 of each year, certifying that they meet the criteria listed above for receiving a bonus. The Transit Supervisor shall be responsible for reviewing and approving the employees' Safety Incentive application.

18. Compensatory Time-Off

A. The City may allow compensatory time off (CTO) in lieu of overtime. The City shall have the choice in the manner of compensation, i.e., cash or CTO. The number of CTO hours an employee may accumulate shall be at the discretion of the employee's Department Head.

B. Employees shall be allowed to cash-out up to 40 hours of their accumulated CTO during the first pay period in December. Up to 40 additional hours of accumulated CTO may be deposited into the employee's ICMA 457 plan during the first pay period in December. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-

out CTO and how many hours they wish to cash-out or deposit in their Deferred Compensation account.

19. Bereavement Leave

An employee shall be entitled to forty (40) excused hours with pay on an annual basis to attend the funeral of any member of the employee's immediate family. For the purpose of this Section, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, mother-in-law, father-in-law, brother/sister-in-laws, son/daughter-in-laws, grandchild, grandparents, or legal dependents of such employee. The City will take all reasonable steps to accommodate an employee's work schedule so the employee may attend the funeral of an immediate family member.

20. Donation of Leave Time

A. A voluntary donation of vacation time or CTO time or personal leave time (i.e., floating holiday time) from one employee to another may be permitted for the purpose of providing a full-time employee with paid leave time for the care of themselves, or an immediate family member, who is suffering from a debilitating illness or injury as determined by a physician or other qualified health care provider. Employees in this bargaining unit can donate to and receive donations from employees in other bargaining units. Employees may request a donation of vacation, CTO, or personal leave time from other employees under the following circumstances.

B. The employee requesting receipt of the donation of time must have less than eighty (80) cumulative hours accrued sick leave, vacation and /or CTO leave time at the time the request is made.

C. Donations of time shall be made in minimum donations of four (4) hour blocks of time.

D. Donation of leave time requests shall be processed through the Personnel/Risk Management Division and will be received for at least four (4) weeks.

E. Donated hours shall be converted from the donor's hourly rate of pay to the recipient's rate of pay. All hours donated shall be converted to sick leave hours and credited to the recipient.

F. Donations will be provided to the requesting employee in the order they are received for processing in any given period. As a result, all leave donations will be date stamped and numbered before processing. The donating employee will receive notice of the leave adjustment when processed.

G. If donations greater than the number of hours needed for the immediate pay period are received, they will be held by Personnel/Risk Management for the ensuing pay period(s) and processed at that time.

H. When the reason for requesting the donated hours no longer exists or if the donations received are greater than the amount of hours needed by the requesting employee, the hours donated but not used/processed will not be deducted from the donating employees leave balance except that donated hours will be used to ensure that employee requesting leave donations will be left with a cumulative balance of no less than 80 hours of vacation, CTO and sick leave to the extent that leave donations and normal accruals provide such a balance.

I. For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, mother/father in-laws and legal dependents of the employee receiving the transfer of time.

J. Nothing in this section shall be construed to require donations of time to employees who request donations of leave time.

K. Employees wishing to donate vacation, CTO, or personal leave time to the receiving employee shall provide written authorization to the Personnel/Risk Management Division for the transfer of time. The written authorization shall indicate the donating employee's name, the number and type of hours to be donated, and the name of the receiving employee.

21. Leave of Absence Without Pay

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or accrual of seniority for a period not to exceed three (3) calendar months. Leaves of absence without pay may be extended at three (3) calendar month intervals (up to a maximum of nine (9) calendar months) upon the mutual agreement of the City and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.

B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City Manager or the City Manager's authorized representative.

22. Minimum Callback Pay

An employee in this unit who is called back to work outside of the employee's regularly scheduled shift shall be paid a minimum of three (3) hours at the employee's overtime rate. The employee shall have the option of choosing overtime pay or CTO as compensation for callback duty.

23. Mileage

The City shall pay the current City standard mileage reimbursement rate, as determined by the Internal Revenue Services, for use of an employee's vehicle for authorized City business. Such use shall be in conformance with City practices and policies.

24. Jury Duty

The provisions of the City's Personnel Rules and Regulations, which pertain to Jury Duty, shall be applicable to employees covered by this MOU. While serving on jury duty, employees will continue to be paid by the City on the basis of a forty (40) hour work week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received by the employee from the court be turned over to the City.

25. Grievance Procedure

The City and TEBU/OE3 agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until appropriately modified at the initiation of the City.

Policy Statement

TEBU/OE3 employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the Personnel Officer.

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

Definition of Terms: As used in this Section, the following words shall have the designated meanings:

1. Grievance: A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.
2. Conferee: A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.
3. Aggrieved Party: Aggrieved party is the employee or group of employees or City making the claim.
4. Days: The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedures: Any grievance of a disciplinary matter brought before the Personnel Commission according to the manner and procedures specified in the City's Personnel Rules and Regulations shall proceed according to the below-described manner and procedure:

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present the aggrieved party's grievance to their immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

b. Level Two - Personal Conference Upon Written Claim With Immediate Supervisor: An aggrieved party may then submit the aggrieved party's claim in writing to their supervisor. The written claim must be submitted to the immediate supervisor no more than fifteen (15) days past the date of the Level One discussion. This fifteen (15) day time period does not begin to run against an employee who is off duty on an approved absence, until that employee returns to duty. The parties should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state the aggrieved party's position clearly, and the background and reasons and the following items must be included:

- (1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- (2) A description of the general and specific grounds for the grievance.

- (3) A listing of the specific actions and events alleged to be in violation (including witnesses).
- (4) A statement of the reasons why the specific actions identified above are in violation of this Section.
- (5) A listing of the specific actions which the aggrieved employee believes would best remedy the aggrieved employee's grievance.

Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. If the aggrieved party is not satisfied with the results of this personal conference with the aggrieved party's immediate supervisor, which must be announced within fifteen (15) days, the aggrieved party must then file a written complaint with their department head within fifteen (15) days of receiving the notice from the aggrieved party's immediate supervisor.

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to the aggrieved party's Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this Department Head, which results must be announced within fifteen (15) days of the conference, the aggrieved party must then file a written appeal as provided for in Level Four.

d. Level Four – Assistant City Manager/Board of Review: The aggrieved party may appeal the decision within ten (10) days after the decision has been provided at Level Three by filing a request for a hearing. Requests for hearing and final decision before the Assistant City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- (1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.
- (2) The Board of Review or Assistant City Manager shall have available all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- (3) After studying the documentary evidence, the Board of Review or Assistant City Manager shall conduct such hearings as it deemed

necessary. At least two (2) days' notice of any scheduled hearing should be given.

- (4) Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the Board's written advisory findings of facts and written advisory decision to both the City and the aggrieved party.
- (5) The Board of review shall be made up of three members, one selected by the Grievant, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

Level Five - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from Level Four, the City Manager shall investigate and confer with the parties involved. The aggrieved party, at their own discretion, may bring in a conferee. The City Manager shall thereafter communicate a final and conclusive decision in writing together with supporting reasons, to the Grievant, within twenty (20) days of concluding the investigation of the matter.

General Provisions: To facilitate this procedure, the following provisions shall apply:

- (1) Any party to a grievance may, at any point in the process outlined, have a conferee.
- (2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- (3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- (4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived their grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- (5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance

shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.

- (6) Any costs of operating the grievance procedure shall be borne jointly by the City and the Grievant.
- (7) By mutual written agreement, the time limit at any Level may be extended.
- (8) The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

26. Lay-Off

A. The provisions of this article shall apply when the City institutes lay-off of bargaining unit employees pursuant to the City's Personnel Rules and Regulations.

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify TEBU/OE3 of its intention to make lay-offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

C. Notification: Employees to be laid-off shall be given at least thirty (30) calendar days' prior notice. Prior to lay-off, the City shall issue a statement to the affected employee concerning the performance of the employee. If the performance of the affected employee has been certified as "satisfactory" or better, based on the last two performance evaluations, the name of the laid-off employee shall be placed on the appropriate reemployment list. If the performance of the laid-off employee is certified as not being "satisfactory" or better, the affected employee's name shall not be placed on a reemployment list.

D. Order of Layoff: Employees shall be laid-off in the inverse order of their seniority with the City, within the classifications subject to lay-off(s). The City Manager shall determine in which classifications the lay-off(s) shall occur, based on the needs of the City. Seniority shall be determined based upon date of hire to a permanent, full-time position with the City. Within each classification, employees shall be laid-off in the following order:

- a. Temporary Employees
- b. Contractual Employees
- c. Permanent Part-Time Employees
- d. Probationary Employees
- e. Permanent Employees

E. In cases where there are two or more employees in the classification from which the lay-off is to be made who have the same seniority date, such employees shall be laid-off on the basis of the last evaluation rating in the classification, provided that such rating has been on file at least thirty (30) days and no more than twenty-four (24) months prior to lay-off. In such cases, the employee(s) with the lower evaluation rating will be laid-off first.

F. Bumping: An employee designated to be laid-off may bump into the next lower classification within their classification series, provided that they have seniority over the person being bumped. An employee who is bumped shall be laid-off in the same manner as an employee whose position is abolished.

G. Reemployment List: Employees who are laid-off and who have been certified by the City as providing "satisfactory" performance or better shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first. Seniority shall be determined by the length of time an employee worked for the City in a permanent, full-time position.

Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

A laid-off employee who is reemployed to a position in which the employee had regular status shall not be required to serve a new probationary period but shall be required to meet minimum standards for the position. A laid-off employee who is reemployed to a position in which the employee did not have regular status shall be required to serve a new probationary period and meet the minimum standards of the position. Employees who do not pass the requisite probation in another class will be returned to the reemployment list for the class from which they were laid off. They will be returned to the same position on the reemployment list they occupied at the time of lay-off.

Employees who are reemployed shall have their sick leave balances restored to the amount prior to lay-off, accrue vacation leave at the same rate as prior to lay-off, and be placed at the same salary step if reemployed to the same classification from which the employee was laid-off. Upon recall, the City will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's lay-off period.

H. Non-Discrimination: The City agrees that lay-offs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, physical disability or any other legally protected class.

27. Physical Examinations

A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing the Department Head's decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

28. Uniform Allowance

The City shall provide uniforms for bus drivers and transit dispatchers. Uniforms are the property of the City and shall be returned to the City upon separation.

29. Military Leave

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

B. Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year pursuant to state law.

30. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at

California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associate's, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or Master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

31. Workweek

- A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.
- B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9/80" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

32. Flexible Work Schedules

The City will analyze and respond within thirty (30) days to written proposals from TEBU/OE3 regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

33. Labor-Management Committee

- A. Purpose: The purpose of the Labor – Management Committee is to provide a forum for representatives of the City and TEBU/OE3 to discuss issues of concern to either party dealing with application or provisions of this MOU, workplace safety and efficient work practices.
- B. Structure: The Labor – Management Committee shall be comprised of a reasonable number of representatives of the City and TEBU/OE3. If either the City or TEBU/OE3 have items to discuss, the Committee shall meet quarterly. The General Services Manager, or designee, shall develop an agenda of issues to be discussed prior to each meeting. The TEBU/OE3 President may add appropriate issues to the agenda by submitting the issues to the General Services Manager with at least one (1) week notice.

34. Maintenance of Operation

TEBU/OE3 agrees that for the term of this MOU neither TEBU/OE3 nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

35. Conclusively

- A. It is understood and agreed to that all documents including but not limited to written ordinances, resolutions, policies and procedures, employee rules and merit system rules and regulations which relate to wages, hours, and other terms and conditions of employment which are presently in effect are made part of this

MOU by reference. Those items set forth specifically in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of TEBU/OE3 and the City in a written and signed amendment to this Agreement.

B. TEBU/OE3 and the City agree that during the negotiations which resulted in this MOU, each party had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, therefore, during the term of this Agreement, neither the City of TEBU/OE3 shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.

C. Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify TEBU/OE3 in writing of its intention to do so. If TEBU/OE3 does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume TEBU/OE3 does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. TEBU/OE3 will be offered the opportunity to meet and consult as soon as practicable.

36. Past Practices

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

37. Designation of Confidential Employees

In order to implement the provisions of State law on the designation of confidential employees, the following rule shall be incorporated into the City's Personnel Rules and Regulations:

A. In accordance with State law, the City Manager may designate as "confidential" those employees who are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions. Such designation

shall be at the discretion of the City Manager after consultation with the affected recognized employee organization, if any.

B. The City shall, on or before April 1 of each year, provide to TEBU/OE3 a written list of unit positions designated as confidential.

38. Release Time

Authorized TEBU/OE3 representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and TEBU/OE3 and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release time to their supervisor for approval. Such requests shall be filed sufficiently in advance to minimize the disruption of City services and will not be unreasonably denied.

39. Sole Agreement

A. The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies.

B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and TEBU/OE3. Any such changes validly made shall become a part of this MOU and subject to its terms.

C. The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or TEBU/OE3 may institute the meet and confer process in regard to instituting a substitute item.

40. Term of Memorandum of Understanding

A. This MOU shall remain in effect for the period of July 1, 2019 through June 30, 2022. The provisions of this MOU shall not, however, take effect until ratified

by both the City Council of the City of Clovis and the general membership of TEBU/OE3.

B. The City and TEBU/OE3 acknowledges that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.

C. TEBU/OE3 membership has ratified the contents of this MOU, by their affirmative vote, on or about June 24, 2019

The City Council approved the provisions of this MOU on July 1, 2019

* * * * *

For the CITY:

For TEBU:

Luke Serpa, City Manager

Allen Dunbar, OE-3 Business Representative

Shonna Halterman, Lead City Negotiator

Tammy Priddy, TEBU/OE3 Negotiator

Lori Shively, City Negotiator

Richard Stahl, TEBU/OE3 Negotiator

Amy Hance, City Negotiator

ATTEST: _____
John Holt, City Clerk

Date: _____

**Side Letter Agreement to the 2019-2022
Memorandum of Understanding between the City of Clovis and the
Transit Employees Bargaining Unit (TEBU)**

This Side Letter of Agreement, entered into on (date) is made by and between the City of Clovis (City) and the Transit Employees Bargaining Unit (TEBU)

The salary schedule for Lead Bus Driver and Transit Dispatcher classifications shall be adjusted to add a new top step at 5% above the current top step. The current Step 1 will be eliminated. Employees in these classes who are below the current Step 5 as of the date this agreement is ratified, are eligible for a merit increase during their next annual evaluation. Employees at the current Step 5 will receive an increase to the new Step 5 at the first pay period following MOU ratification if their last evaluation was rated as overall "exceeds standards" or "excellent". If their last evaluation was at "met standards" or below, the employee will be eligible for an evaluation and merit increase in October 2019, and every three months thereafter, and would receive an increase to the new Step 5 when an overall "exceeds standards" or "excellent" is attained.

For the CITY:

Luke Serpa, City Manager

Shonna Halterman, Lead City Negotiator

Lori Shively, City Negotiator

Amy Hance, City Negotiator

ATTEST: _____
John Holt, City Clerk

For TEBU:

Allen Dunbar, OE-3 Business Representative

Tammy Priddy, TEBU/OE3 Negotiator

Richard Stahl, TEBU/OE3 Negotiator

Date: _____



AGENDA ITEM NO: 12
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Professional and Technical Association

ATTACHMENTS: Resolution 19-____
Exhibit A – CPTA MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Professional and Technical Association (CPTA) Bargaining Unit, for the term of July 1, 2019 through June 30, 2022.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CPTA bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the CPTA MOU.

BACKGROUND

The 2016-2019 MOU between the City and CPTA will expire on June 30, 2019. The City's negotiating team and CPTA representatives have recently concluded negotiations for a successor MOU. A summary of the substantive changes in the proposed MOU is below:

- The Engineering classifications will be restructured with new classifications enabling for employees to flex into higher classifications with required experience, education, and certifications.
- Revisions to dues and union access in compliance with SB866 and AB119 (pages 2-3).
- Salary increases as follows:
 - FY 2019-20: 2.0% wage increase
 - FY 2020-21: 2.0% wage increase
 - FY 2021-22: 2.0% wage increase
- \$200 per month specialty pay for Engineer I or II who possess a Professional Traffic Engineer License (page 11).
- \$200 per month specialty pay for Plans Examiners who possess either a Certified Building Official or Master Code Professional certificate (page 12).
- The bilingual stipend was increased to \$100 per month and two additional CPTA members are eligible to receive the bilingual stipend (page 12).
- Grandchildren, brother/sister-in-laws, and son/daughter-in-law was added to the immediate family definition for bereavement leave (page 12).

The CPTA membership ratified the terms of the proposed MOU on or about June 18, 2019.

FISCAL IMPACT

The proposed amendments to the CPTA MOU will result in approximate net increased salary costs of \$309,600 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and CPTA maintains reasonable wages and working conditions for employees in the CPTA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution. The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and CPTA representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS PROFESSIONAL AND TECHNICAL ASSOCIATION
BARGAINING UNIT**

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Professional and Technical Association (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CPTA Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Professional and Technical Association bargaining unit for the term of July 1, 2019 through June 30, 2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS PROFESSIONAL AND TECHNICAL
ASSOCIATION**

July 1, 2019 through June 30, 2022

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Introduction

The representatives of the City of Clovis (City) and the representatives of the Clovis Professional and Technical Association (CPTA) having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

1. Unit Description

A. Recognition of Exclusive Representative: The City agrees to acknowledge, pursuant to Sections 3500 *et seq* of the California Government Code, CPTA as the exclusive recognized employee organization representing non-management, professional and technical full-time permanent and probationary employees in the listed paragraph B below, until such time as CPTA fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, CPTA shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the CPTA organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

B. Description of the Bargaining Unit: The unit shall consist of all full-time permanent and probationary employees in the following classifications:

- | | |
|---------------------------------|-----------------------------------|
| 1. Assistant Planner | 12. GIS Systems Analyst |
| 2. Associate Planner | 13. GIS Technician |
| 3. Building Inspector | 14. Housing Program Coordinator |
| 4. Business Workflow Analyst | 15. Permit Technician |
| 5. Business Workflow Specialist | 16. Planning Technician I |
| 6. Civil Engineer | 17. Planning Technician II |
| 7. Engineer I | 18. Plans Examiner |
| 8. Engineer II | 19. Redevelopment Technician |
| 9. Engineering Inspector | 20. Senior Building Inspector |
| 10. Engineering Technician | 21. Senior Engineering Inspector |
| 11. GIS Specialist | 22. Senior Engineering Technician |

C. New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU. The City shall notify CPTA in writing whenever new classifications are assigned to the CPTA bargaining unit. Such notification shall be provided prior to Council adoption of a new classification.

D. Classification Review:

1) An employee may request classification review of the employee's position by submitting such a request, in writing, to the Department Head. Such request shall set forth the specific reasons for the classification review.

2) If the Department Head agrees that a classification review is appropriate, the Department Head shall require the employee to complete a classification review questionnaire. The employee's completed questionnaire will be reviewed by the employee's Supervisor and Department Head for completeness and accuracy. Within forty-five (45) days of the employee's submittal of a completed questionnaire, the Department Head will complete the employee's review and transmit the questionnaire to the Personnel/Risk Manager to conduct the classification review.

3) The Personnel/Risk Manager or assigned staff shall conduct the classification review and submit a report of findings and recommendations to the Department Head and City Manager. The classification review will be completed within ninety (90) days of receipt of the completed classification review questionnaire except in unusual circumstances. When unusual circumstances arise, the City and the employee will establish a mutually acceptable completion date for the classification review.

2. Purpose

It is the purpose of this MOU to provide for a harmonious relationship between the City and the employees covered by this MOU, and to provide an orderly and equitable method of resolving any differences which may arise regarding wages, hours and other terms and conditions of employment. Nothing in this MOU shall preclude City from recognizing in accordance with City policy any employee whose performance is determined by City to be outstanding.

3. City Rights

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including the following specific rights:

- 1) Direct the work of its employees.
- 2) Hire, promote, demote, transfer, assign and classify employees within the City, and to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
- 3) Discipline employees according to applicable regulations and MOU provisions.
- 4) Take actions as may be necessary to carry out the mission of the agency in emergencies.

- 5) Determine the methods, means and personnel by which operations are to be carried on.
- 6) Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

4. Employee Rights

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

5. Dues Deduction/Union Access

A. Payroll deductions/union dues shall be in accordance with applicable law.

B. Union Access

The City and the Association agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

Access to employee new hire orientations

- At least ten (10) days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1st and 16th of the month. If the 1st or 16th is on a weekend or a holiday the orientation will be on the first working day after the 1st or 16th.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten (10) day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

Access to new hire employee personal information

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

Access to current employee personal information

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision

If the employee opts out and does not want their personal information distributed, the City will send the Association the employee's name, work phone, job title, and work location.

6. Non-Discrimination

The City and CPTA agree not to discriminate against any employee in accordance with applicable laws.

7. Wage Scale and Retirement Contributions

A. Wage Scale - The City shall maintain the wage scale/steps for all positions represented in this bargaining unit as found in Exhibit A, attached.

B. The City will implement the following wage increases during the term of this agreement:

1) Fiscal Year 2019-2020:

- All positions shall receive a 2.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following CPTA ratification and City Council approval of this MOU.

2) Fiscal Year 2020-2021:

- Effective July 1, 2020, all positions shall receive a 2.0% wage increase.

3) Fiscal Year 2021-2022:

- Effective July 1, 2021, all positions shall receive a 2.0% wage increase.

C. Retirement

1) The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund as provided for in 7.C.2 below. All references to "PEPRA" shall mean the Public Employees' Pension Reform Act as enacted in 2013.

2) Employee PERS Contribution and PERS Cost Sharing

PERS Classic Employees (per 2013 PEPRA regulations)

| | |
|---|-------------|
| Employee Paid Member Contribution | 8.0% |
| Employee Cost Share of City's PERS Cost | <u>8.4%</u> |
| TOTAL: | 16.4% |

PERS New Members (per 2013 PEPRA regulations)

| | |
|---------------------------------------|--------------|
| Employee Paid Member Contribution | 6.25%* |
| Employee Cost Share of City PERS Cost | <u>8.40%</u> |
| TOTAL: | 14.65% |

*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CPTA prior to implementation of any rate changes to New Employee EPMC.

3) The Employee Cost-Sharing amounts specified in 7.C.2 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRA regulations.

4) For all employees classified as "PERS Classic Employees" (per 2013 PEPRA regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.

5) For all employees classified as "PERS New Members" (per 2013 PEPRA regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

D. Credit for Unused Sick Leave

1) The City shall continue to provide the PERS benefit known as PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

E. Deferred Compensation

Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred compensation program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

| City's Matching Contribution/Payment | Maximum City Payment |
|---|----------------------|
| (City/Employee) 1:1 | 3% |

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

8. Health, Life, and Dental Insurance Compensation

A. The City and the CPTA agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC

may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

B. Health Premium Waiver Incentive

1) Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.

2) Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

| | |
|----------------------------------|----------|
| • Employee Only | \$362.00 |
| • Employee + Child(ren) | \$322.00 |
| • Employee + Spouse | \$309.00 |
| • Employee + Spouse + Child(ren) | \$265.00 |

3) Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health

coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses the employee's alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

4) Any Changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

C. Supplemental Life Insurance

Throughout the term of this agreement, the City shall make available to employees in this unit supplemental life insurance coverage. It is understood and agreed that the premiums for such coverage shall be paid for exclusively by the employees who elect the supplemental life insurance coverage. Payment of the premiums for this coverage shall be made through employee payroll deductions.

The City shall be responsible for selecting the life insurance provider. Prior to selecting a provider, the City shall consult with CPTA representatives.

D. State Disability Insurance

The members of CPTA agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by CPTA that the City allows State Disability as a non-vested benefit to be available to CPTA members provided the City does not incur a contribution obligation.

9. **Holidays**

A. The holidays listed below will be recognized as eight (8) hour holidays during the existence of this MOU, except for Subdivision 10, which will be recognized as a four (4) hour holiday:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)

9. Friday after Thanksgiving Day
10. The latter four (4) hours of one workday between December 24 and December 31. In order to maintain operations, Department Heads shall have discretion over scheduling which day employees select.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and the employer.

B. Whenever any such above-described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.

C. Employees may request and may receive Good Friday off provided they have either adequate compensatory time off accrued, or accrued vacation time, or are granted leave without pay per the City's Personnel Rules and Regulations.

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

10. Sick Leave

A. Employees will receive eight (8) hours sick or accident allowance for each full month of employment (based on date of hire) up to a total of ninety-six (96) hours allowance per calendar year. Such allowance is cumulative from year to year.

Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.

Sick Leave benefits are payable only for an employee's regularly scheduled work days on which the employee is unable to work as a result of the employee's illness or accident.

The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full days.

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. The payment shall be paid once a year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

| Number of Sick Leave Hours Used During Preceding 12 Month Period | Number of Cash-out Hours Available | Percent of Cash-Out |
|--|---------------------------------------|------------------------|
| 0 | 96 | 50% |
| 0+ to 8 | 88 | 45% |
| 8+ to 16 | 80 | 40% |
| 16+ to 24 | 64 | 35% |
| 24+ to 32 | 56 | 30% |
| 32+ to 40 | 48 | 25% |

The remaining portion of unused sick leave hours shall continue to accumulate.

B. Medical Appointments

Employees may use earned sick leave days for medical, chiropractic, dental and therapy appointments with the approval of the Department Head or the Department Head's designee.

11. **Family Illness Leave**

A. An employee shall be entitled to twenty-four (24) work hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from an injury or illness. An employee shall be entitled to up to forty (40) work hours with pay in any one (1) calendar year if travel is required outside of California. However, the necessity for the employee's presence may, in the discretion of the City Manager or the City Manager's authorized agent, be required to be verified by a doctor's certificate.

For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent or legal dependent of the employee.

B. Family Illness Leave Act - The City and CPTA agree to comply with the legal requirements of "The Family and Medical Leave Act of 1993" (FMLA), as amended and "The California Family Rights Act of 1991" (CFRA), as amended (collectively referred to as the "ACTS") and detailed in the City of Clovis Administrative Memo 94-2, as amended.

All unit members have been properly noticed concerning their rights and the City's policy regarding their entitlements under the ACTS by provision of a copy Administrative Memo 94-2 as amended and that all time off for reasons covered under the ACTS (including workers' compensation absences) is designated FMLA/CFRA leave and counts towards their entitlement under both ACTS.

Employees who take leave under the ACTS on an Intermittent or Reduced Leave Schedule when their available paid leave balances have been exhausted will receive their negotiated benefits on a proportionate basis, based on the average number of hours they worked in a pay period compared to the number of hours not worked. For example, an employee who works 40 hours in an 80 hour pay period, will receive 50% accrual of sick leave and vacation time, and will be paid for one-half of a day for any holidays during that pay period.

12. Vacation

Employees in this unit shall earn vacation credit on the following basis:

| Years of Service | Accrual |
|---------------------------|--|
| 1 through end of year 7 | 5 hours posted on each pay period to a maximum of 280 hours |
| 8 through end of year 14 | 6 hours posted on each pay period to a maximum of 328 hours |
| 15 through end of year 19 | 6.667 hours posted each pay period to a maximum of 360 hours |
| 20 Years or more | 8 hours posted on each pay period to a maximum of 360 hours |

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 22, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

13. Overtime

Overtime will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight hours in a day. Employees who work an alternate work schedule, (i.e., "4-10" or "9-80") shall earn overtime for hours actually worked in excess of their normal shift. Overtime hours must be approved in advance by the employee's supervisor.

14. Specialty Pay

A. Supervisory Pay - Employees in this Unit shall receive a salary increase equivalent to "A" step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) working hours within a seven (7) day period. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

B. Certification Pay - Engineer I and II classifications who possess a Licensed Surveyor certification, a Certified Access Specialist Program (CASP) certification, or Professional Traffic Engineer license issued by the State of California shall receive an

additional \$200.00 monthly. The specialty pay does not compound in the event an employee possesses more than one (1) of these certifications.

C. Employees in the Plans Examiner classification who possess the Certified Access Specialist Program (CASP) certification, Certified Building Official, or Master Code Professional certificate issued by the State of California shall receive an additional \$200.00 monthly. The Specialty pay does not compound in the event an employee possesses more than one (1) of these certifications/licenses.

D. Bilingual Stipend - The four (4) CPTA members with the most seniority with the City who possess certified foreign language skills shall receive \$100.00 per month for use of those language skills as needed for work-related purposes. The City will determine if an employee possesses adequate language proficiency through a language skills certification process.

E. Cell Phone Stipend – Employees who are required by their Department Head to use a City-issued cell phone, outside of shared and pooled phones, will have the option to receive a \$20.00 monthly stipend in lieu of using the City-issued cell phone. In order to participate in this program, employees must provide their cell phone number to their Department Head or designee and agree to answer their phones for City-related business. This method of notification replaces the method of the City providing a cell phone to employees who opt to participate in this program. Employee cell phones must be able to function locally and have text messaging service and the ability to send and receive photos in addition to phone service.

15. Compensatory Time-Off

The City may allow compensatory time off (CTO) in lieu of overtime. The City shall have the choice in the manner of compensation, i.e., cash or CTO. The number of CTO hours an employee may accumulate shall be at the discretion of the employee's Department Head.

Employees shall be allowed to cash-out up to 40 hours of their accumulated CTO during the first pay period in December. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out.

16. Bereavement Leave

An employee shall be entitled to forty (40) excused hours with pay on an annual basis to attend the funeral of any member of the employee's immediate family. For the purpose of this Section, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, mother-in-law, father-in-law, grandparents, grandchildren, brother/sister-in-

laws, son/daughter-in-laws, or legal dependents of such employee. The City will take all reasonable steps to accommodate an employee's work schedule so the employee may attend the funeral of an immediate family member. Also at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

17. Leave of Absence Without Pay

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or accrual of seniority for not to exceed three (3) consecutive months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) months) upon the mutual agreement of the City and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.

B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City Manager or the City Manager's authorized representative.

18. Minimum Callback Pay

A. An employee in this unit who is called back to work outside of the employee's regularly scheduled shift shall be paid a minimum of three (3) hours at the employee's overtime rate. The employee shall have the option of choosing overtime pay or CTO as compensation for callback duty.

B. Employees required to work on a recognized holiday shall be paid a minimum of three (3) hours at the employee's overtime rate.

19. Mileage

The City shall pay the current City standard mileage reimbursement rate, as determined by the Internal Revenue Services, for use of an employee's vehicle for authorized City business. Such use shall be in conformance with City practices and policies.

20. Jury Duty

The provisions of the City's Personnel Rules and Regulations, which pertain to Jury Duty, shall be applicable to employees covered by this MOU. While serving on jury duty, employees will continue to be paid by the City on the basis of a forty (40) hour work week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received by the employee from the court be turned over to the City.

21. Grievance Procedure

The City and CPTA agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until appropriately modified at the initiation of the City.

Policy Statement

CPTA employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the Personnel Officer.

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

Definition of Terms: As used in this Section, the following words shall have the designated meanings:

1. Grievance: A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.

2. Conferee: A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.

3. Aggrieved Party: Aggrieved party is the employee or group of employees or City making the claim.

4. Days: The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedures: Any grievance of a disciplinary matter may be brought before the Personnel Commission according to the manner and procedures specified in the City's Personnel Rules and Regulations, shall proceed according to the below-described manner and procedure:

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present their grievance to the aggrieved party's immediate supervisor within 15 days of the occurrence of the event being grieved, or within 15 days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

b. Level Two - Personal Conference Upon Written Claim With Immediate Supervisor: an aggrieved party may then submit their claim in writing to the aggrieved party's supervisor. The written claim must be submitted to the immediate supervisor no more than fifteen (15) days past the date of the Level One discussion. This fifteen (15) day time period does not begin to run against an employee who is off duty on an approved absence, until that employee returns to duty. The parties should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state the aggrieved party's position clearly, and the background and reasons and the following items must be included:

- 1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- 2) A description of the general and specific grounds for the grievance.
- 3) A listing of the specific actions and events alleged to be in violation (including witnesses).
- 4) A statement of the reasons why the specific actions identified above are in violation of this Section.
- 5) A listing of the specific actions which the aggrieved employee believes would best remedy aggrieved party's grievance.

Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. If the aggrieved party is not satisfied with the results of this personal conference with their immediate supervisor, which must be announced within fifteen (15) days, the aggrieved party must then file a written complaint with the aggrieved party's department head within fifteen (15) days of receiving the notice from their immediate supervisor.

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to the aggrieved party's Department Head by

filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this Department Head, which results must be announced within fifteen (15) days of the conference, the aggrieved party must then file a written appeal as provided for in Level Four.

d. Level Four – Assistant City Manager/Board of Review: The aggrieved party may appeal the decision within ten (10) days after the decision has been provided at Level Three by filing a request for a hearing. Requests for hearing and final decision before the Assistant City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- 1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.
- 2) The Board of Review or Assistant City Manager shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- 3) After studying the documentary evidence, the Board of Review shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.
- 4) Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the written findings of facts and written decision to both the City and the aggrieved party.
- 5) The Board of review shall be made up of three members, one selected by the aggrieved party, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

Level Five - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from Level Four, the City Manager shall investigate and confer with the parties involved. The aggrieved party, at the aggrieved party's discretion, may bring in their conferee. The City Manager shall thereafter communicate a final and conclusive decision in writing together with supporting reasons, to the aggrieved party, within twenty (20) days of concluding the investigation of the matter.

General Provisions: To facilitate this procedure, the following provisions shall apply:

- 1) Any party to a grievance may, at any point in the process outlined, have a conferee.
- 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- 4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived their grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- 6) Any costs of operating the grievance procedure shall be borne jointly by the City and the aggrieved party.
- 7) By mutual written agreement, the time limit at any Level may be extended.
- 8) The conferee shall conduct their applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

22. Lay-Off

A. The provisions of this article shall apply when the City institutes lay-off of bargaining unit employees pursuant to the City's Personnel Rules and Regulations.

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify CPTA of its intention to make lay-offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

C. Notification: Employees to be laid-off shall be given at least thirty (30) calendar days' prior notice. Prior to lay-off, the City shall issue a statement to the affected employee concerning the performance of the employee. If the performance of the affected employee has been certified as "satisfactory" or better, based on the employee's last two performance evaluations, the name of the laid-off employee shall be placed on the appropriate reemployment list. If the performance of the laid-off employee is certified as not being "satisfactory" or better, the affected employee's name shall not be placed on a reemployment list.

D. Order of Layoff: Employees shall be laid-off in the inverse order of their seniority with the City, within the classifications subject to lay-off(s). The City Manager shall determine in which classifications the lay-off(s) shall occur, based on the needs of the City. Seniority shall be determined based upon date of hire to a permanent, full-time position with the City. Within each classification, employees shall be laid-off in the following order.

- a. Temporary Employees
- b. Contractual Employees
- c. Permanent Part-Time Employees
- d. Probationary Employees
- e. Permanent Employees

E. In cases where there are two or more employees in the classification from which the lay-off is to be made who have the same seniority date, such employees shall be laid-off on the basis of the last evaluation rating in the classification, provided that such rating has been on file at least thirty (30) days and no more than twenty-four (24) months prior to lay-off. In such cases, the employee(s) with the lower evaluation rating will be laid-off first.

F. Bumping: An employee designated to be laid-off may bump into the next lower classification within their classification series, provided that they have seniority over the person being bumped. An employee who is bumped shall be laid-off in the same manner as an employee whose position is abolished.

G. Reemployment List: Employees who are laid-off and who have been certified by the City as providing "satisfactory" performance or better, shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered

to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first. Seniority shall be determined by the length of time an employee worked for the City in a permanent, full-time position.

Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

A laid-off employee who is reemployed to a position in which the laid-off employee had regular status shall not be required to serve a new probationary period but shall be required to meet minimum standards for the position. A laid-off employee who is reemployed to a position in which the laid-off employee did not have regular status shall be required to serve a new probationary period and meet the minimum standards of the position. Employees who do not pass the requisite probation in another class will be returned to the reemployment list for the class from which they were laid-off. They will be returned to the same position on the reemployment list they occupied at the time of lay-off.

Employees who are reemployed shall have their sick leave balances restored to the amount prior to lay-off, accrue vacation leave at the same rate as prior to lay-off, and be placed at the same salary step if reemployed to the same classification from which the employee was laid-off. Upon recall, the City will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's lay-off period.

Non-Discrimination: The City agrees that lay-offs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, or physical disability or any other protected class as defined by law.

23. Physical Examinations

A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing their decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

24. Military Leave

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

Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year pursuant to state law.

25. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, books, and fees required for college level courses at accredited colleges or universities, including accredited online universities. Course and expense reimbursement shall include a maximum reimbursement rate equal to the cost of equivalent courses at California State University, Fresno, or Fresno City College. The annual maximum reimbursement payable under this Section shall be equivalent to the cost of two (2) semesters at California State University, Fresno, at the full-time student rate as of the date of enrollment.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. Employees must submit written requests to participate in the Educational Incentive Program by February 28 for program expenses to be incurred during the following fiscal year.
- C. Course work must be for an accredited college / university degree program, and have the prior approval of the Department Head and the City Manager.
- D. Course work must be work-related and determined by the Department Head and City Manager to be of benefit to the City.
- E. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better. Reimbursement shall be made after the employee submits expense receipts and proof of their letter grade.
- F. An employee will be eligible for reimbursement of approved expenses for one (1) Associate's degree, provided the employee does not already possess an Associate's degree. The City will not reimburse employees for costs related to an employee's second Associate's degree.

- G. An employee will be eligible for reimbursement of approved expenses for one (1) Bachelor's degree, provided the employee does not already possess a Bachelor's degree. The City will not reimburse employees for costs related to an employee's second Bachelor's degree, unless an employee's Department Head requires an employee to obtain a second Bachelor's degree as a condition of employment.
- H. An employee will be eligible for reimbursement of expenses for one (1) approved Master's degree, provided the employee has completed an approved Bachelor's degree. The City will not reimburse employees for costs related to a Master's degree if the City has previously reimbursed the employee for the costs associated with a Bachelor's degree. The City will not reimburse costs associated with an employee's second Master's degree

26. Time Bank

A. Employees may donate two (2) hours of vacation time each year to the CPTA Administrative Board Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by CPTA elected officers to attend to CPTA business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CPTA with quarterly information regarding the available balance in the Time Bank and hours utilized.

B. The CPTA President shall authorize the use of Time Bank hours for the elected officers of CPTA. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the CPTA President shall provide the City Manager or designee with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

C. CPTA agrees to indemnify and hold harmless the City of Clovis, its officers, agents and employees from any claims or liability arising from the use of the Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that CPTA personnel utilizing Time Bank hours shall be representing CPTA and not the City of Clovis during the time that Time Bank hours are being utilized. It is further understood that the use of Time Bank hours shall not constitute "time worked" for the purposes of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.

27. Safety Equipment

Employees in the Engineer I, Engineer II, Civil Engineer, Building Inspector, Engineering Inspector, Sr. Building Inspector, Sr. Engineering Inspector classifications, or other classifications as determined by the PDS/PUD Director that are assigned to field assignments shall receive appropriate personal protective equipment pursuant to OSHA requirements.

28. Workweek

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" work schedule, each employee's designated Fair Labor Standards Act (FLSA) workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

29. Flexible Work Schedules

The City will analyze and respond within ninety (90) days to written proposals from CPTA regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

30. Maintenance of Operation

CPTA agrees that for the term of this MOU neither CPTA nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

31. Conclusively

It is understood and agreed to that all documents including but not limited to written ordinances, resolutions, policies and procedures, employee rules and merit system rules and regulations which relate to wages, hours, and other terms and conditions of employment which are presently in effect are made part of this MOU by reference. Those items set forth specifically in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of CPTA and the City in a written and signed amendment to this Agreement.

CPTA and the City agree that during the negotiations which resulted in this MOU, each party had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, therefore, during the term of this Agreement, neither the City or CPTA shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.

Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify CPTA in writing of its intention to do so. If CPTA does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume CPTA does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CPTA will be offered the opportunity to meet and consult as soon as practicable.

32. Past Practices

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

33. Release Time

Authorized CPTA representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CPTA, and disciplinary representation. As soon as

practicable prior to the release from duties, the designated representatives shall submit a written request for release.

34. Sole Agreement

- A. The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.
- B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this MOU and subject to its terms.
- C. The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.
- D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or the Association may institute the meet and confer process in regard to instituting a substitute item.

35. Term of MOU

This MOU shall remain in effect for the period of July 1, 2019 through June 30, 2022. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

The City and CPTA acknowledges that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.

The CPTA membership has ratified the contents of this MOU, by their affirmative vote, on or about June 18, 2019. The City Council approved the provisions of this MOU on July 1, 2019.

For the CITY:

Luke Serpa, City Manager

Shonna Halterman, Lead City Negotiator

Lori Shively, City Negotiator

Renee Mathis, City Negotiator

Melissa Paminto, City Negotiator

ATTEST: _____
John Holt, City Clerk

For CPTA:

Cleveland Wardrick CPTA President

John Cross, CPTA Negotiator

Colleen Vidinoff, CPTA Negotiator

George Gonzalez, CPTA Negotiator

Lily Cha, CPTA Negotiator

Date: _____

**Side Letter Agreement
Between City of Clovis and
Clovis Professional Technical Association**

During the term of this 2019-2022 agreement, in the event another employee bargaining unit or unrepresented group of full-time employees receives any across the board salary increase(s) (exclusive of equity adjustments, salary range compaction mitigation, etc.) from the City that exceeds the across the board salary increases received by this unit, the City agrees to provide the higher across the board increase to the CPTA unit as well.



AGENDA ITEM NO: 13
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Employees Association

ATTACHMENTS: Resolution 19-____
Exhibit A – CEA MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Employees Association (CEA) Bargaining Unit, for the term of July 1, 2019 through June 30, 2022.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CEA bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the CEA MOU.

BACKGROUND

The 2016-2019 MOU between the City and CEA will expire on June 30, 2019. The City's negotiating team and CEA representatives have recently concluded negotiations for a successor MOU. A summary of the substantive changes in the proposed MOU is below:

- Revisions to dues and union access in compliance with SB866 and AB119 (pages 3-4).
- Salary increases as follows:
 - FY 2019-20: 2.0% wage increase
 - FY 2020-21: 2.0% wage increase
 - FY 2021-22: 2.0% wage increase
- Bilingual pay of \$100.00 for those who qualify (page 11).
- Cell phone stipend of \$25 for those required to use their personal phone for work, in lieu of a City issued phone (page 11).
- Members in this unit may cash out up to 80 hours of compensation time each December, increased from 40 hours (page 12).
- Grandchildren, brother/sister-in-law, and son/daughter-in-law was added to the immediate family definition for bereavement leave (page 12).
- Revisions to the attendance incentive program for this unit (page 13-14).
- Revisions to the professional development section related to tuition reimbursement. Provides for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus \$2,000 for books and materials, to attain college degrees (page 20).
- The Notary Public certification pay of \$100.00 per month was expanded to include Notaries throughout the bargaining unit, not just in the City Clerk's office. There are currently four others who perform Notary services for the City in various departments (side letter agreement).
- Elimination of the Office Assistant Classification, and moving five Office Assistants to Principal Office Assistant (side letter agreement).

The CEA membership ratified the terms of the proposed MOU on or about June 20, 2019.

FISCAL IMPACT

The proposed amendments to the CEA MOU will result in approximate net increased salary costs of \$224,200 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and CEA maintains reasonable wages and working conditions for employees in the CEA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution. The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and CEA representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director 

RESOLUTION 19-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS EMPLOYEES ASSOCIATION
BARGAINING UNIT**

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Employees Association (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CEA Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Employees Association bargaining unit for the term of July 1, 2019 through June 30, 2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS EMPLOYEES ASSOCIATION**

July 1, 2019 through June 30, 2022

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Introduction

The representatives of the City of Clovis (City), and the representatives of the Clovis Employees Association (CEA), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

1. Unit Description

1. Recognition of Exclusive Representative: The City agrees to acknowledge, pursuant to Sections 3500 *et seq.* of the California Government Code, CEA as the exclusive recognized employee organization representing regular non-management, clerical, and service, full-time permanent and probationary employees as listed below, until such time as CEA fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, CEA shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the CEA organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

2. Description of the Bargaining Unit. The unit shall consist of all full-time regular permanent and probationary employees in the following classifications:

- | | |
|-------------------------------|--|
| 1. Principal Office Assistant | 6. Recreation Specialist |
| 2. Administrative Assistant | 7. Principal Account Clerk |
| 3. Senior Account Clerk | 8. Senior Center Nutritional Services Worker |
| 4. Custodian | 9. Senior Custodian |
| 5. Recreation Leader | |

3. New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU. The City shall notify CEA in writing whenever new classifications are assigned to the CEA bargaining unit. Such notification shall be provided prior to Council adoption of a new classification.

4. (1) Classification Review. An employee may request classification review of the employee's position by submitting such a request, in writing, to the Department Head. Such request shall set forth the specific reasons for the classification review.

(2) If the Department Head agrees that a classification review is appropriate, the Department Head shall require the employee to complete a classification review questionnaire. The completed questionnaire will be reviewed by the employee's

supervisor and Department Head for completeness and accuracy before transmitting to the Personnel/Risk Manager to conduct the classification review and submit a report of findings and recommendations to the Department Head and City Manager. The classification review will be completed and the employee notified of the findings in writing within ninety (90) days of receipt of the completed classification review questionnaire, except in unusual circumstances. When unusual circumstances arise, the City and the employee will establish a mutually acceptable completion date for the classification review.

2. Purpose

It is the purpose of this MOU to provide for a harmonious relationship between the City and the employees covered by this MOU, and to provide an orderly and equitable method of resolving any differences which may arise regarding wages, hours and other terms and conditions of employment. Nothing in this MOU shall preclude the City from recognizing in accordance with City policy any employee whose performance is determined by the City to be outstanding.

3. City Rights

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including the following specific rights:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and classify employees within the City, and to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
3. Discipline employees according to applicable regulations and MOU provisions.
4. Take actions as may be necessary to carry out the mission of the agency in emergencies.
5. Determine the methods, means and personnel by which operations are to be carried on.
6. Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

4. Employee Rights

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

5. Dues Deduction

Payroll deductions/dues shall be in accordance with applicable law.

6. Union Access

The City and the Association agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

Access to employee new hire orientations:

- At least ten days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1st and 16th of the month. If the 1st or 16th is on a weekend or a holiday the orientation will be on the first working day after the 1st or 16th.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

Access to current employee personal information:

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be

responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision:

If the employee opts out and does not want their personal information distributed, the City will send the Association the employee's name, work phone, job title, and work location.

7. Non-Discrimination

The City and CEA agree not to discriminate against any employee in accordance with applicable laws.

8. Wage Scale and Retirement Contributions

A. Wage Scale - The City will implement the following wage increases during the term of this agreement:

1. Fiscal Year 2019-2020:

- All positions shall receive a 2.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following CEA ratification and City Council approval of this MOU.

2. Fiscal Year 2020-2021:

- Effective July 1, 2020, all positions shall receive a 2.0% wage increase.

3. Fiscal Year 2021-2022:

- Effective July 1, 2021, all positions shall receive a 2.0% wage increase.

B. Step Increases - The City shall maintain its current five (5) step salary plan during the term of this MOU.

C. Retirement

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions, and as provided below. All references to PEPRRA shall mean the Public Employees' Pension Retirement Act as enacted in 2013.

2. Employee Paid PERS Member Contributions

PERS Classic Employees (per 2013 PEPRAs regulations)

| | |
|---|-------|
| Employee Paid Member Contribution | 8.0% |
| Employee Cost Share of City's PERS Cost | 8.4% |
| TOTAL PERS COSTS PAID BY EMPLOYEE: | 16.4% |

PERS New Members (per 2013 PEPRAs regulations)

| | |
|---------------------------------------|--------|
| Employee Paid Member Contribution | 6.25%* |
| Employee Cost Share of City PERS Cost | 8.40% |
| TOTAL PERS COSTS PAID BY EMPLOYEE: | 14.65% |

*Pursuant to PEPRAs regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CEA prior to implementation of any rate changes to New Employee EPMC.

3. The Employee Cost-Sharing amounts specified in 8.C.2 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRAs regulations.
4. For all employees classified as "PERS Classic Employees" (per 2013 PEPRAs regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.
5. For all employees classified as "PERS New Members" (per 2013 PEPRAs regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

D. Credit for Unused Sick Leave

1. The City shall continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

E. Deferred Compensation

Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred compensation program is subject to I. R. S. Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

| City's Matching Contribution/Payment | Maximum City Payment |
|---|----------------------|
| (City/Employee) | |
| 1:1 | 3% |

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

9. Health, Life, and Dental Insurance Compensation

A. The City and CEA agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates.

The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

B. Health Premium Waiver Incentive

1. Employees who waive City medical, prescription, dental, and vision coverages will receive a waiver incentive of \$420.00 per month.

2. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

| | |
|----------------------------------|----------|
| • Employee Only | \$362.00 |
| • Employee + Child(ren) | \$322.00 |
| • Employee + Spouse | \$309.00 |
| • Employee + Spouse + Child(ren) | \$265.00 |

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses their alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

Any Changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

C. Supplemental Life Insurance

Throughout the term of this agreement, the City shall make available to employees in this unit supplemental life insurance coverage. It is understood and agreed that the premiums for such coverage shall be paid for exclusively by the employees who elect the supplemental life insurance coverage. Payment of the premiums for this coverage shall be made through employee payroll deductions.

The City shall be responsible for selecting the life insurance provider. Prior to selecting a provider, the City shall consult with CEA representatives.

D. State Disability Insurance

The members of CEA agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by CEA that the City allows State Disability as a non-vested benefit to be available to CEA members provided the City does not incur a contribution obligation.

10. Holidays

A. The holidays listed below will be recognized as eight (8) hour holidays during the existence of this MOU, except for Subdivision 10, which will be recognized as a four (4) hour holiday:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. The latter four (4) hours of one workday between December 24 and December 31. In order to maintain operations, Department Heads shall have discretion over scheduling which day employees select.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and the employer. Floating holiday hours may accrue without limit.

B. Whenever any such above-described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.

C. Employees may request and may receive Good Friday off provided they have either adequate compensatory time off accrued or accrued vacation time, or are granted leave without pay per the City's Personnel Rules and Regulations.

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

E. Whenever an employee is required to work on a recognized holiday, the employee shall be paid at straight time, plus one and one-half times their rate of pay for every hour actually worked with a two (2) hour minimum.

11. Sick Leave

A. Employees will receive eight (8) hour's sick or accident allowance for each full month of employment (based on date of hire) up to a total of ninety-six (96) hours allowance per calendar year.

Such allowance is cumulative from year to year.

Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.

Sick Leave benefits are payable only for an employee's regularly scheduled work days on which the employee is unable to work as a result of the employee's illness or accident.

The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full days.

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. The payment shall be paid once a year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

| Number of Sick Leave Hours Used During Preceding 12 Month Period | Number of Cash-out Hours Available | Percent of Cash-Out |
|--|---------------------------------------|------------------------|
| 0 | 96 | 50% |
| 0+ to 8 | 88 | 45% |
| 8+ to 16 | 80 | 40% |
| 16+ to 24 | 64 | 35% |
| 24+ to 32 | 56 | 30% |
| 32+ to 40 | 48 | 25% |

The remaining portion of unused sick leave hours shall continue to accumulate.

B. Medical Appointments

Employees may use earned sick leave days for medical, chiropractic, dental and therapy appointments with the approval of the Department Head or the Department Head's designee.

C. Sick Leave Cash-Out at Time of Retirement

Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.

Accrued sick-leave hours that remain following cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

12. Family Illness Leave

A. An employee shall be entitled to twenty-four (24) work hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from an injury or illness. An employee shall be entitled to up to forty (40) work hours with pay in any one (1) calendar year if travel is required outside of California. However, the necessity for the employee's presence may, in the discretion of the City Manager or the City Manager's authorized agent, be required to be verified by a doctor's certificate.

For the purposes of this Section, "immediate family" shall include the husband, wife, mother/step, father/step, mother-in-law, father-in-law, brother/step, sister/step, child/step, grandparent, grandchildren, brother/sister-in-laws, son/daughter-in-laws, or legal dependent of the employee, and registered domestic partner as defined by the State of California.

B. Family Illness Leave Act - The City and CEA agree to comply with the legal requirements of "The Family and Medical Leave Act of 1993" (FMLA), as amended and "The California Family Rights Act of 1991" (CFRA), as amended (collectively referred to as the "ACTS") and detailed in the City of Clovis Administrative Memo 94-2, as amended.

C. All unit members have been properly noticed concerning their rights and the City's policy regarding their entitlements under the ACTS by provision of a copy of Administrative Memo 94-2 as amended and that all time off for reasons covered under the ACTS (including workers' compensation absences) is designated FMLA/CFRA leave and counts towards their entitlement under both ACTS.

D. Employees who take leave under the ACTS on an Intermittent or Reduced Leave Schedule when their available paid leave balances have been exhausted will receive their negotiated benefits on a proportionate basis, based on the average number of hours they worked in a pay period compared to the number of hours not worked. For example, an employee who works 40 hours in an 80 hour pay period, will receive 50% accrual of sick leave and vacation time, and will be paid for one-half of a day for any holidays during that pay period.

13. Vacation

Employees in this unit shall earn vacation credit on the following basis:

| Years of Service | Accrual |
|---------------------------|--|
| 1 through end of year 7 | 5 hours posted on each pay period to a maximum of 280 hours |
| 8 through end of year 14 | 6 hours posted on each pay period to a maximum of 328 hours |
| 15 through end of year 19 | 6.667 hours posted each pay period to a maximum of 360 hours |
| 20 Years or more | 8 hours posted on each pay period to a maximum of 360 hours |

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 24, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

14. Overtime

Overtime must be authorized by a supervisor and will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight (8) hours in a day. Employees who work an alternate work schedule, (i.e., "4-10" or "9-80") shall earn overtime for hours actually worked in excess of their normal schedule.

15. Specialty Pay

A. Employees in this Unit shall receive a salary increase equivalent to "A" step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) working hours within a seven (7) day period. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

B. Employee(s) assigned to the City Clerk's Division who maintain a Notary Public certification shall receive a monthly premium of \$100.00.

C. CEA members who possess non-English language skills that have been identified by the Department Head as beneficial to the Department shall receive a maximum of one hundred dollars (\$100.00) per month in addition to the employee's base salary. The city shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay.

D. Cell Phone Stipend – Employees who are required by management to use a City issued cell phone, outside of shared and pooled phones, will have the option to receive a \$25.00 monthly stipend in lieu of using the City issued cell phone. To

participate in this program the employee must provide their cell phone number to the Department. This method of notification replaces the method of the City providing a cell phone. Employee cell phones must be able to function locally and have text messaging service and the ability to send or receive pictures in addition to phone service. The stipend is provided in recognition of the City using this method to notify employees of overtime, emergency recall, social media, and to contact the employee during the course of work.

16. Compensatory Time-Off

The City may allow compensatory time off (CTO) in lieu of overtime. The City shall have the choice in the manner of compensation, i.e., cash or CTO. The number of CTO hours an employee may accumulate shall be at the discretion of the employee's Department Head.

Employees shall be allowed to cash-out up to 80 hours of their accumulated CTO during the first pay period in December. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out.

17. Bereavement Leave

An employee shall be entitled to forty (40) excused hours with pay on an annual basis to attend the funeral of any member of the employee's immediate family. For the purpose of this Section, the term "immediate family" shall include the husband, wife, father/step, mother/step, brother/step, sister/step, child/step, grandchild/step, mother-in-law, father-in-law, grandparents, brother/sister-in-laws, son/daughter-in-laws, or legal dependents of such employee, and registered domestic partner as defined by the State of California. The City will take all reasonable steps to accommodate an employee's work schedule so the employee may attend the funeral of an immediate family member.

18. Leave of Absence Without Pay

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or accrual of seniority for a period not to exceed three (3) months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) months) upon the mutual agreement of the City and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.

B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City Manager or the City Manager's authorized representative.

19. Minimum Callback Pay

An employee in this unit who is called back to work outside of the employee's regularly scheduled shift shall be paid a minimum of three (3) hours at the employee's overtime rate. The employee shall have the option of choosing overtime pay or CTO as compensation for callback duty.

20. Mileage

The City shall pay the current City standard mileage reimbursement rate, as determined by the Internal Revenue Services, for use of an employee's vehicle for authorized City business. Such use shall be in conformance with City practices and policies.

21. Jury Duty

The provisions of the City's Personnel Rules and Regulations, which pertain to Jury Duty, shall be applicable to employees covered by this MOU. While serving on jury duty, employees will continue to be paid by the City on the basis of a forty (40) hour work week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received by the employee from the court be turned over to the City.

22. Attendance Incentive Program

A. The City shall pay an incentive bonus to eligible employees on the December 16th paycheck of each year. "Eligible employee" is defined as an employee who has not had more than one unscheduled absence from work during the designated one-year time period. "Unscheduled absence" shall be defined as any absence of more than one (1) hour from a scheduled work day that was not approved at least one (1) day in advance through the employees' supervisor, with the exception of work-related injuries / illnesses that were determined not to be the fault of the employee.

B. Eligible employees shall receive an incentive bonus of \$250 per year from the time period of December 1 through November 30 of the following year. If an employee has more than one unscheduled absence from work within the designated time period above, then the employee shall not be eligible for the incentive bonus.

C. Due to the recordkeeping necessitated by this program, the "start date" for accrual of unscheduled absences will be December 1, 2018.

D. Each employee requesting the bonus must submit an application to their supervisor, no later than November 1st of each year, stating that they have not had an unscheduled absence from work for the period for which they are applying for a bonus. Any absences between the submission of the application and November 30 may impact eligibility. The application will be subject to eligibility review and verification by the employee's supervisor. If an employee disagrees with the eligibility determination, the affected employee may schedule a review of the decision with the supervisor and/or Personnel / Risk Management Division.

23. Grievance Procedure

The City and CEA agree that all parties shall utilize the existing appeals mechanism provided for within the City's Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until appropriately modified at the initiation of the City.

Policy Statement

CEA employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the Personnel Officer.

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

Definition of Terms: As used in this Section, the following words shall have the designated meanings:

1. **Grievance:** A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.
2. **Conferee:** A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.
3. **Aggrieved Party:** Aggrieved party is the employee or group of employees or City making the claim.

4. Days: The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedures: Any grievance of a disciplinary matter may be brought before the Personnel Commission according to the manner and procedures specified in the City's Personnel Rules and Regulations and shall proceed according to the below-described manner and procedure:

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present his grievance to the employee's immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

b. Level Two - Personal Conference Upon Written Claim With Immediate Supervisor: An aggrieved party may then submit their claim in writing to their supervisor. The written claim must be submitted to the immediate supervisor no more than fifteen (15) days past the date of the Level One discussion. This fifteen (15) day time period does not begin to run against an employee who is off duty on an approved absence, until that employee returns to duty. The parties should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state their position clearly, and the background and reasons and the following items must be included:

- (1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- (2) A description of the general and specific grounds for the grievance.
- (3) A listing of the specific actions and events alleged to be in violation (including witnesses).
- (4) A statement of the reasons why the specific actions identified above are in violation of this Section.
- (5) A listing of the specific actions which the aggrieved employee believes would best remedy their grievance.

Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. If the aggrieved party is not satisfied with the results of this personal conference with the aggrieved party's immediate supervisor, which must be announced within fifteen (15) days, they must then file a written complaint with his department head within fifteen (15) days of receiving the notice from their immediate supervisor.

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to their department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. Upon receipt of the complaint, the department head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this department head, which results must be announced within fifteen (15) days of the conference, the employee must then file a written appeal as provided for in Level Four.

d. Level Four – Assistant City Manager/Board of Review: The aggrieved party may appeal the decision within ten (10) days after the decision has been provided at Level Three by filing a request for a hearing. Requests for hearing and final decision before the Assistant City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- (1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.
- (2) The Board of Review or Assistant City Manager shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- (3) After studying the documentary evidence, the Board of Review shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.
- (4) Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the written findings of facts and written decision to both the City and the Aggrieved Party.
- (5) The Board of review shall be made up of three members, one selected by the Aggrieved Party, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

Level Five - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from the Level Four Board of Review, the City Manager shall investigate and confer with the parties involved. The Aggrieved Party, at the aggrieved party's discretion, may bring in their conferee. The City Manager shall thereafter communicate a final and conclusive decision in writing together with supporting reasons, to the Aggrieved Party, within twenty (20) days of concluding the investigation of the matter.

General Provisions: To facilitate this procedure, the following provisions shall apply:

- (1) Any party to a grievance may, at any point in the process outlined, have a conferee.
- (2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- (3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- (4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the Aggrieved Party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- (5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- (6) Any costs of operating the grievance procedure shall be borne jointly by the City and the Aggrieved Party.
- (7) By mutual written agreement, the time limit at any Level may be extended.
- (8) The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

24. Lay-Off

A. The provisions of this article shall apply when the City institutes lay-off of bargaining unit employees pursuant to the City's Personnel Rules and Regulations.

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify CEA of its intention to make lay-offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to

meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

C. Notification: Employees to be laid-off shall be given at least thirty (30) calendar day's prior notice. Prior to lay-off, the City shall issue a statement to the affected employee concerning the performance of the employee. If the performance of the affected employee has been certified as "satisfactory" or better, based on the employee's last two performance evaluations, the name of the laid-off employee shall be placed on the appropriate reemployment list. If the performance of the laid-off employee is certified as not being "satisfactory" or better, the affected employee's name shall not be placed on a reemployment list.

D. Order of Layoff: Employees shall be laid-off in the inverse order of their seniority with the City, within the classifications subject to lay-off(s). The City Manager shall determine in which classifications the lay-off(s) shall occur, based on the needs of the City. Seniority shall be determined based upon date of hire to a permanent, full-time position with the City. Within each classification, employees shall be laid-off in the following order:

1. Temporary Employees
2. Contractual Employees
3. Permanent Part-Time Employees
4. Probationary Employees
5. Permanent Employees

E. In cases where there are two or more employees in the classification from which the lay-off is to be made who have the same seniority date, such employees shall be laid-off on the basis of the last evaluation rating in the classification, provided that such rating has been on file at least thirty (30) days and no more than twenty-four (24) months prior to lay-off. In such cases, the employee(s) with the lower evaluation rating will be laid-off first.

F. Bumping: An employee designated to be laid-off may bump into the next lower classification within their classification series, provided that they have seniority over the person being bumped. An employee who is bumped shall be laid-off in the same manner as an employee whose position is abolished.

G. Reemployment List: Employees who are laid-off and who have been certified by the City as providing "satisfactory" performance or better, shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first. Seniority shall be determined by the length of time an employee worked for the City in a permanent, full-time position.

Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

A laid-off employee who is reemployed to a position in which the employee had regular status shall not be required to serve a new probationary period but shall be required to meet minimum standards for the position. A laid-off employee who is reemployed to a position in which the employee did not have regular status shall be required to serve a new probationary period and meet the minimum standards of the position. Employees who do not pass the requisite probation in another class will be returned to the reemployment list for the class from which they were laid-off. They will be returned to the same position on the reemployment list they occupied at the time of lay-off.

Employees who are reemployed shall have their sick leave balances restored to the amount prior to lay-off, accrue vacation leave at the same rate as prior to lay-off, and be placed at the same salary step if reemployed to the same classification from which the employee was laid-off. Upon recall, the City will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's lay-off period.

H. Non-Discrimination: The City agrees that lay-offs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, or physical disability and any other protected classes as defined by law.

25. Fitness for Duty Examinations

A. In the event the Department Head has reason to believe that an employee is not physically and/or mentally capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to self, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing a decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

26. Uniforms

The City shall provide uniforms to all employees who are required to wear uniforms. The City shall determine the uniform design and composition. Employees will be provided with a minimum of four (4) uniforms annually. Additional uniforms may be provided if necessary, due to wear / tear, as determined by the employee's supervisor. Employees are responsible for maintaining their uniforms in a reasonable

manner, ensuring a clean and professional appearance. Uniforms are property of the City and must be returned upon separation from the City.

27. Military Leave

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

Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year pursuant to state law.

28. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.

- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

29. Time Bank

Employees shall donate two (2) hours of vacation time each year to the CEA Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by CEA-elected officers and committee members to attend to CEA business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CEA with quarterly information regarding the available balance in the Time Bank and hours utilized.

The CEA President shall authorize the use of Time Bank hours for the elected officers and committee members of CEA. Hours utilized under this section shall be in minimum amounts of two (2) hour increments. For scheduled trainings, schools, etc., that occur off City property or out of town, the CEA President shall provide the appropriate Department Head or designee with a minimum of fourteen (14) days' notice prior to requesting the use of Time Bank hours.

For CEA business meetings, consultations, and trainings that occur on City premises, the CEA President shall obtain reasonable advanced approval from the appropriate Department Head or designee for use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

CEA agrees to indemnify and hold harmless the City of Clovis, its officers, agents and employees from any claims or liability arising from the use of the Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that CEA personnel utilizing Time Bank hours shall be representing CEA and not the City of Clovis during the time that Time Bank hours are being utilized. It is further understood that the use of Time Bank hours shall not constitute "time worked" for the purposes of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.

30. Workweek

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

31. Flexible Work Schedules

Unit members in Recreation classifications assigned to work on weekends may have their day(s) off scheduled during Monday – Friday.

The City will analyze and respond within ninety (90) days to written proposals from CEA regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

32. Maintenance of Operations

CEA agrees that for the term of this MOU neither CEA nor any person acting on its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

33. Conclusively

It is understood and agreed to that all documents including but not limited to written ordinances, resolutions, policies and procedures, employee rules and merit system rules and regulations which relate to wages, hours, and other terms and conditions of employment which are presently in effect are made part of this MOU by reference. Those items set forth specifically in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of CEA and the City in a written and signed amendment to this Agreement.

CEA and the City agree that during the negotiations which resulted in this MOU, each party had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. Therefore, during the term of this Agreement, neither the City or CEA shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.

Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify CEA in writing of its intention to do so. If CEA does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume CEA does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CEA will be offered the opportunity to meet and consult as soon as practicable.

34. Past Practices

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

35. Designation of Confidential Employees

A. In order to implement the provisions of State law on the designation of confidential employees, the following rule shall be incorporated into the City's Personnel Rules and Regulations:

In accordance with State law, the City Manager may designate as "confidential" those employees who are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions. Such designation shall be at the discretion of the City Manager after consultation with the affected recognized employee organization, if any.

B. The City shall, as changes occur, provide to CEA a written list of unit positions designated as confidential.

Those unit positions designated as confidential will continue to be represented by this bargaining unit and may be members in and hold office in the bargaining unit. However, pursuant to law, such designated positions may not represent the bargaining unit, which represents other employees of the City, on matters within the scope of representation.

36. Release Time

Authorized CEA representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CEA, and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release to their supervisor(s).

37. Sole Agreement

The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies', these policies shall prevail.

If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this MOU in any respect any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Affiliation. Any such changes validly made shall become a part of this MOU and subject to its terms.

The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

38. Term of Memorandum of Understanding

This MOU shall remain in effect for the period of July 1, 2019 through June 30, 2022. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit. The City and CEA acknowledge that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.

CEA membership has ratified the contents of this MOU, by their affirmative vote, on or about June 20, 2019.

The City Council approved the provisions of this MOU on July 1, 2019.

For the CITY:

For CEA:

Luke Serpa, City Manager

Donna Luttrull, CEA President

Shonna Halterman, Lead City Negotiator

Becky Wharton, CEA Negotiator

Lori Shively, City Negotiator

Trina Vietty, CEA Negotiator

Curt Fleming, City Negotiator

Michelle Johnson, City Negotiator

ATTEST: _____
John Holt, City Clerk

Date: _____

**SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF CLOVIS
AND
CLOVIS EMPLOYEE'S ASSOCIATION**

This Side Letter of Agreement is made by and between the City of Clovis (City) and the Clovis Employee's Association (CEA).

Whereas, The City of Clovis proposes the elimination of the Office Assistant classification, thereby shifting the five employees within the Office Assistant classification to Principal Office Assistant. These employees will be required to perform the duties and meet the expectations of Principal Office Assistant.

Effective on the first day of the first payroll period following CEA ratification and City Council approval of the 2019-2022 MOU, CEA members in the Office Assistant classification will have their current salary step adjusted as follows:

Current Position

Office Assistant Step 1 to 4

Office Assistant Step 5

New Position

Principal Office Assistant Step 1

Principal Office Assistant Step 2

Subsequent salary step advancement shall be based on an employee's annual performance review process.

DATE SIGNED: _____

For the City:

For CEA:

Luke Serpa, City Manager

Donna Luttrull, CEA President

Shonna Halterman, Lead City Negotiator

Trina Vietty, CEA Negotiator

Lori Shively, City Negotiator

Becky Wharton, CEA Negotiator

Curt Fleming, City Negotiator

Attest: _____
John Holt, City Clerk

Date: _____

**SIDE LETTER OF AGREEMENT
TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS
AND CLOVIS EMPLOYEE'S ASSOCIATION**

This Side Letter of Agreement is made by and between the City of Clovis (City) and the Clovis Employee's Association (CEA).

Employees assigned by their supervisor to perform Notary services for the City, and who maintain a Notary Public certification, shall receive a monthly premium of \$100.00. This premium may be reevaluated each fiscal year to determine if the amount of Notary services provided merits the additional premium.

The provisions of this side letter become effective when fully executed by all parties and will remain in effect until June 30, 2022, unless this side letter is replaced by a subsequent side letter.

DATE SIGNED: _____

For the City:

For CEA:

Luke Serpa, City Manager

Donna Luttrull, CEA President

Shonna Halterman, Lead City Negotiator

Trina Vietty, CEA Negotiator

Lori Shively, City Negotiator

Becky Wharton, CEA Negotiator

Curt Fleming, City Negotiator

Attest: _____
John Holt, City Clerk

Date: _____

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Current Position

Office Assistant Step 1 to 4
Office Assistant Step 5

New Position

Principal Office Assistant Step 1
Principal Office Assistant Step 2


Subsequent salary step advancement shall be based on an employee's annual performance review process.

DATE SIGNED: June 13, 2019

For the City:



Luke Serpa, City Manager



Shonna Halterman, Lead City Negotiator




Lori Shively, City Negotiator




Curt Fleming, City Negotiator


For CEA:



Donna Luttrull, CEA President



Trina Vietty, CEA Negotiator



Becky Wharton, CEA Negotiator

Attest: 

John Holt, City Clerk

Date: 6/13/2019

**SIDE LETTER OF AGREEMENT
TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS
AND CLOVIS EMPLOYEE'S ASSOCIATION**

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The provisions of this side letter become effective when fully executed by all parties and will remain in effect until June 30, 2022, unless this side letter is replaced by a subsequent side letter.

DATE SIGNED: June 20, 2019

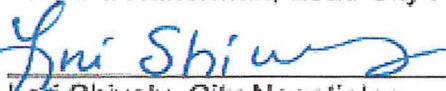
For the City:



Luke Serpa, City Manager



Shonna Halterman, Lead City Negotiator




Lori Shively, City Negotiator

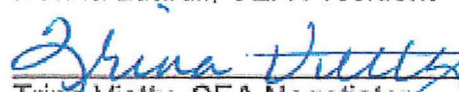


Curt Fleming, City Negotiator

For CEA:



Donna Luttrull, CEA President



Trina Vietty, CEA Negotiator



Becky Wharton, CEA Negotiator

Attest: 

John Holt, City Clerk

Date: 6/20/2019



AGENDA ITEM NO: 14

City Manager: CS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Public Works Employees Affiliation

ATTACHMENTS: Resolution 19-____
Exhibit A – CPWEA MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Public Works Employees Affiliation (CPWEA) Bargaining Unit, for the term of July 1, 2019 through June 30, 2022.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CPWEA bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the CPWEA MOU.

BACKGROUND

The 2016-2019 MOU between the City and CPWEA will expire on June 30, 2019. The City's negotiating team and CPWEA representatives have recently concluded negotiations for a successor MOU. A summary of the substantive changes in the proposed MOU is below:

- Revisions to dues and union access in compliance with SB866 and AB119 (pages 2-3).

- Salary increases as follows:
 - FY 2019-20: 1.1% wage increase
 - In exchange for a reduced 2019-20 across-the-board wage increase, Senior Maintenance Worker, Parks Senior Maintenance Worker, and Street Sweeper classifications shall receive a 3.0% parity adjustment for a total adjustment of 4.1%.
 - Utility Worker shall receive a 3.0% equity adjustment for a total adjustment of 4.1%.
 - FY 2020-21: 2.0% wage increase
 - FY 2021-22: 2.0% wage increase
- Certification pay of \$50 per month for those in the Electrician classification who possess a General Electrician or Contractors State License C10 (page 9).
- Additional language in the safety incentive requirements stating a job related injury caused by another person, whereby the employee does not lose time from work, will not impact the safety incentive for this unit (page 10).
- Garage program call back pay was increased from \$25.00 to \$50.00 per week (page 17).
- Grandchildren, brother/sister-in-law, and son/daughter-in-law was added to the immediate family definition for bereavement leave (page 22).
- Grandchildren, brother/sister-in-law, son/daughter-in-law, mother/father-in-law were added to compassionate leave (pages 23).
- Building Maintenance employees shall now receive the boot allowance of \$100.00 twice a year (page 25).
- Revisions to the professional development section related to tuition reimbursement. Provides for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus \$2,000 for books and materials, to attain college degrees (page 27).
- Maintenance Worker was moved from open recruitment to promotional (page 39).
- Extension of an alternative work week program for evening shift Fleet employees (side letter).

The CPWEA membership ratified the terms of the proposed MOU on or about June 20, 2019.

FISCAL IMPACT

The proposed amendments to the CPWEA MOU will result in approximate net increased salary costs of \$770,400 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and CPWEA maintains reasonable wages and working conditions for employees in the CPWEA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution.

The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and CPWEA representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director 

RESOLUTION 19-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS PUBLIC WORKS EMPLOYEES AFFILIATION
BARGAINING UNIT**

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Public Works Employees Affiliation bargaining unit (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CPWEA Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Public Works Employees Affiliation bargaining unit for the term of July 1, 2019 through June 30, 2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR THE CITY OF CLOVIS AND
THE CLOVIS PUBLIC WORKS
EMPLOYEE'S AFFILIATION**

July 1, 2019 Through June 30, 2022

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INTRODUCTION

The representatives of the City of Clovis, (City), and the representatives of the Clovis Public Works Employee's Affiliation, (Affiliation), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

The City and the Affiliation recognize the mutual duty and obligation of their respective representatives and members to comply with the provisions of this MOU.

1. City Rights

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including the following specific rights.

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign and classify employees within the City, to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
- C. Discipline employees according to applicable regulations.
- D. Take actions as may be necessary to carry out the mission of the City in emergencies.
- E. Determine the methods, means and personnel by which operations are to be carried on.
- F. Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

This section will not operate to deny any individual employee rights guaranteed by applicable law, including the Meyers-Milias-Brown Act (Cal. Gov. Code, §§ 3500 *et seq.*).

2. Employee Rights

- A. Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.
- B. Only the employee organization recognized as having been authorized by a majority of the employees shall have the right and obligation to meet and confer and reach an agreement with the City regarding the determination of wages, hours, and other terms and conditions

represented by the organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

- C. The employees shall choose their own Affiliation officers and stewards, with a written list of each and the office held and area represented furnished to the City immediately after their designation. The Affiliation shall notify the City promptly, in writing, of any changes of such Affiliation officers or stewards.

3. Unit Recognition and Security

- A. Acknowledgment. The City agrees to acknowledge, pursuant to California Government Code section 3500 *et seq.*, the Affiliation, as the recognized employee organization representing the non-management full-time permanent and probationary employees itemized in Article 4, until said Affiliation fails to obtain a majority of the vote of the employees itemized in Article 4 during a decertification election.
- B. The Affiliation recognizes its obligation to cooperate with the City to assure service of the highest quality and efficiency to the citizens of Clovis together with its obligations to the employees it represents. The City and the Affiliation affirm the principal that harmonious labor management relations are to be promoted and furthered.
- C. It is understood by the Affiliation and the City that the terms of this MOU take precedence over the sections of the City of Personnel Rules and Regulations and the City's Employer-Employee Organization Relations Rules and that by obtaining recognition as an official bargaining unit from the Clovis City Council, the employees of the bargaining unit are excluded from coverage by the provisions superseded by the MOU.
- D. Payroll Deductions/Dues. Shall be in accordance with applicable law.

The Affiliation promises to hold harmless and indemnify the City for any liability the City should incur for any mistakes, negligence, or intentional wrong sustained as a result of this service.

4. Union Access

The City and the Affiliation agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

- A. Access to employee new hire orientations
 - o At least ten days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Affiliation will be responsible for

attending the orientation. Personnel will not follow up after the first notification.

- The amount of Affiliation Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 20 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1st and 16th of the month. If the 1st or 16th is on a weekend or a holiday the orientation will be on the first working day after the 1st or 16th.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten (10) day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

B. Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

C. Access to current employee personal information:

Both the City and the Affiliation agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

The Affiliation President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Affiliation President. The Affiliation President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

D. Opt-Out Provision

If the employee opts out and does not want their personal information distributed, the City will send the Affiliation the employee's name, work phone, job title, and work location.

5. Unit Description

- A. The unit shall consist of all full-time non-management, non-clerical permanent and probationary employees of the City's Public Utilities Department and Building Maintenance section of the General Services

Department which are specifically enumerated below and shall include any and all new positions added during the term of this Agreement that the City and Affiliation agree should be included in the unit description.

- | | |
|--|-------------------------------------|
| 1. Assistant Building Maintenance Tech | 14. Landfill Leadworker |
| 2. Assistant Water Systems Technician | 15. Maintenance Leadworker |
| 3. Building Maintenance Leadworker | 16. Maintenance Worker |
| 4. Building Maintenance Technician | 17. Meter Reader |
| 5. Building Maintenance Worker | 18. Park Maintenance Leadworker |
| 6. Disposal Leadworker | 19. Parts Clerk |
| 7. Electrician | 20. Senior Maintenance Worker |
| 8. Equipment Mechanic | 21. Senior Parks Maintenance Worker |
| 9. Equipment Mechanic Assistant | 22. Senior Sanitation Operator |
| 10. Equipment Operator | 23. Street Sweeper Operator |
| 11. Equipment Service Worker | 24. Utility Worker |
| 12. Fleet Maintenance Service Writer | 25. Water Systems Technician |
| 13. Fleet Maintenance Leadworker | 26. Water Treatment Plant Operator |

B. Classification Review

1. An employee may request classification review of the employee's position by submitting such a request, in writing, to the Public Utilities/General Services Director.
2. The Public Utilities/General Services Director shall cause the conduct of an audit of the position and submit a report of findings and recommendations to the Personnel/Risk Manager with a copy sent to the employee, all to be completed within sixty (60) days of the date the written request for classification review was first received by the Department Head.
3. The Personnel/Risk Manager shall review the report of the Public Utilities/General Services Director. The affected employee may submit written comments in support or rebuttal of the Public Utilities/General Services Director's recommendation. Such written comments shall be submitted to the Personnel/Risk Manager within ten (10) business days of the date of the Public Utilities/General Services Director's report.
4. If the Personnel/Risk Manager affirms the request for reclassification, a recommendation will be made to the City Manager that either a) specific, revised job duties and compensation be adopted, or b) that a classification review be conducted by an outside consultant. The decision of the Personnel/Risk Manager shall be completed within 120 days of the date the written request for classification review was first received by the Public Utilities or General Services Director as applicable.

The final report resulting from either a) or b) above shall be presented to the City Council during the course of budget hearings if necessary.

5. If the Personnel/Risk Manager denies the request for reclassification, such report shall be submitted to the City Manager for review and determination. The City Manager's decision shall be final.

6. Non-Discrimination

The City and the Affiliation agree not to discriminate against any employee in accordance with applicable laws.

7. Stewards

- A. The City recognizes that the Affiliation may appoint one (1) Chief Steward and no more than one (1) designated Division/Section Steward for each major Division/Section of the Public Utilities and General Services Departments to handle grievances pertaining to this MOU.
- B. The Division/Section Steward's duties shall be to investigate and discuss a grievance with an employee of the Division/Section in an effort to resolve the grievance at the lowest possible level. If, after a discussion, there is a valid reason for the grievance to be filed, the Division/Section Steward may assist the employee in presenting the grievance at the appropriate step of the procedure.
- C. The Chief Steward's duties shall be to assist the Division/Section Steward if the Division/Section Steward is the employee who has filed the grievance. The Chief Steward may also assist in other grievances if the grievance has not been satisfactorily handled and/or solved at the Division/Section level.
- D. Stewards shall conduct their duties, whenever possible, in such a manner that will not interfere with any employee's job performance. The City recognizes that on occasion it may be necessary for these duties to be performed during working hours for such things as grievance or conflict resolution provided the Public Utilities or General Services Director, as applicable, or designee authorized such duties to be conducted during work hours.
- E. Stewards or officers of the Affiliation or their designee, may be allowed to participate in joint City/employee meetings during work hours concerning matters of interest to the City and its employees such as meet and confer,

safety issues, group health insurance, uniforms and other matters as may be appropriate from time to time, all with the approval of the Public Utilities/General Services Director or designee.

8. Wage Scale, Retirement Contributions and Step Increases

A. Wage Scale - The City shall maintain the wage scale for all positions represented in this bargaining unit as shown in Exhibit A, attached. The City shall implement the following wage increases during the term of this agreement. The wage increases are listed below:

1. Fiscal Year 2019-2020

- All positions shall receive a 1.1% wage increase. In exchange for a reduced 2019-2020 across-the-board wage increase, Senior Maintenance Worker, Parks Senior Maintenance Worker, and Street Sweeper classifications shall receive a 3.0% parity adjustment for a total adjustment of 4.1%. The wage increases shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.
- Utility Worker shall receive a 3.0% equity adjustment for a total adjustment of 4.1%. The wage increase shall become effective on the first day of the first payroll period following CPWEA ratification and City Council approval of this MOU.

2. Fiscal Year 2020-2021

- Effective July 1, 2020, all positions shall receive a 2.0% wage increase.

3. Fiscal Year 2021-2022

- Effective July 1, 2021, all positions shall receive a 2.0% wage increase.

B. Retirement

Retirement Contributions

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer and employee contributions, and as specified in below.
2. Employee Paid PERS Member Contributions:

PERS Classic Employees (per 2013 PEPRAs regulations)

| | |
|---|-------------|
| Employee Paid Member Contribution | 8.0% |
| Employee Cost Share of City's PERS Cost | <u>8.4%</u> |
| TOTAL: | 16.4% |

PERS New Members (per PEPRAs regulations)

| | |
|---------------------------------------|-------------|
| Employee Paid Member Contribution | 6.25%** |
| Employee Cost Share of City PERS Cost | <u>8.4%</u> |
| TOTAL: | 14.65% |

*All references to PEPRAs regulations shall mean the Public Employees' Pension Reform Act as enacted in 2013.

**Pursuant to PEPRAs regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CPWEA prior to implementation of any rate changes to New Employee EPMC.

3. The Employee Cost-Sharing amounts specified above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRAs regulations.
 4. For all employees classified as "PERS Classic Employees" (per 2013 PEPRAs regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.

For all employees classified as "PERS New Members" (per 2013 PEPRAs regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".
 5. The City shall, during the term of this agreement, continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Sec. 20965).
 6. All employees shall pay 0.4% for the cost of Credit for Unused Sick Leave through Cost-Sharing.
 7. The City adopted a resolution effective January 1, 1991 which permits employee retirement contributions to be made on a pre-tax basis.
- C. The City and Affiliation acknowledge that all provisions of this Agreement, including Article 8 Section B. Retirement Contributions, together with

those other matters within the scope of representation, are subject to re-negotiation upon the expiration of this agreement to the extent provided by law.

- D. Step Increases - The City shall maintain its current five (5) step salary plan during the term of this agreement.
- E. State Disability Insurance - Employees covered by this bargaining unit have elected coverage by State Disability Insurance (SDI). Employees covered by this agreement agree to pay SDI premiums through payroll deductions for the duration of this Agreement in accordance with the State Unemployment Insurance Code rules and regulations. It is further understood by Affiliation that the City allows SDI as a non-vested benefit to be available to unit employees, provided that the City does not incur a contribution obligation.
- F. Deferred Compensation - Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. Unit members remain eligible for the contributory deferred compensation program. The deferred compensation program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

| | |
|---|--------------------------------------|
| City's Matching <u>CONTRIBUTION</u> 2:1 | Maximum City <u>PAYMENT</u> 3% |
|---|--------------------------------------|

If the maximum dollars available for the contributory deferred compensation program available to this unit are not utilized in any fiscal year, any remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

- G. Certification Pay – Employees eligible for certification pay as noted below, are responsible for submitting a copy of the certification obtained, together with a request for certification pay, to their section manager. All certification pay requests shall become effective upon the first pay period after receipt by their section manager. In order to qualify for certification pay an employee must maintain the certification while in a given classification and work section as noted below. Certification pay will be provided to qualifying employees in the amount of \$50.00 per month for each certification with a cumulative maximum of \$100 per month.

| Job Classification | Work Section | Certification |
|--|--------------------------|--|
| Utility Worker | Water | Water Distribution Operator 2 |
| Maintenance Worker | Water | Water Distribution Operator 2 |
| Sr. Maintenance Worker | Water | Water Distribution Operator 2 |
| Maintenance Leadworker | Water | Water Distribution Operator 3 |
| Assistant Water System Tech | Water Production | Water Treatment Operator 3 |
| Water Trmt. Plant Operator | Water Production | Water Distribution Operator 3 |
| Water Trmt. Plant Operator | Water Production | Water Treatment Operator 4 |
| Maintenance Worker | Parks | Pesticide Applicator |
| Parks Sr. Maint. Worker | Parks | Pesticide Applicator |
| Utility Worker | Parks | Arborist |
| Maintenance Worker | Parks | Arborist |
| Sr. Parks Maint. Worker | Parks | Arborist |
| Parks Maint. Leadworker | Parks | Arborist |
| Sr. Parks Maint. Worker | Parks | Playground Inspector Certificate |
| Parks Maint. Leadworker | Parks | Playground Inspector Certificate |
| Utility Worker | Street Maint/Water Serv. | Unrestricted Class A CDL |
| Maintenance Worker | All | Unrestricted Class A CDL |
| Sr. Maintenance Worker | All | Unrestricted Class A CDL |
| Sr. Parks Maint. Worker | Parks | Unrestricted Class A CDL |
| Landfill Leadworker | Landfill | Manager of Landfill Operations (Solid Waste Assn. N. America) |
| Equipment Operator (at landfill only) | Landfill | Manager of Landfill Operations (Solid Waste Assn. N. America) |
| Equipment Serv. Worker | Fleet | CNG Certification |
| Equipment Mechanic Assist. | Fleet | Master ASE – Light Duty |
| Equipment Mechanic Assist. | Fleet | Master ASE – Heavy Duty |
| Assistant Building Technician | | EPA Section 608 Technician Universal Certification Types (I, II and III). Must be in possession of all three I, II and III. |
| Building Maintenance Leadworker | | General Building Contractor's License "B" |
| Electrician | All | General Electrician or Contractors State License C10 |

- H. Safety Incentive Program – The city shall pay a safety incentive bonus to each eligible employee on the second paycheck for the month of December of each year. "Eligible employee" is defined as an employee who has not had a job-related injury, lost time from work due to a job-

related injury or had an at-fault accident, or failed to maintain required driver's licenses for at least two (2) years. However, a job related injury caused by another person, whereby the employee does not lose time from work, will not impact the safety incentive.

Eligible employees shall receive the following annual safety incentive bonus based upon the number of injury/accident free years:

| <u>Time Period</u> | <u>Annual Bonus</u> |
|--------------------|---------------------|
| 2 – 4 Years | \$100.00 |
| 5 – 9 Years | \$200.00 |
| 10 – 14 Years | \$300.00 |
| 15 or More Years | \$400.00 |

If an employee has a job-related injury, loses time from work due to a job-related injury, has a disciplinary action for a significant safety violation resulting in a written warning or more severe disciplinary action or has an at-fault accident or failed to maintain required driver's license then the employee shall not be eligible for and receive the safety incentive bonus and the time period for the bonus shall start over. An employee shall not receive a safety incentive bonus until the employee once again meets the eligibility requirements listed above.

Due to the recordkeeping necessitated by this incentive, the "start date" for accrual of injury and accident-free time shall be December 1, 2007. No credit will be given for time before that date. Effective beginning in 2016, the time periods for accounting purposes will be November 1 through October 31.

In order to receive the safety incentive bonus, each employee must submit an application to their manager, no later than November 1 of each year, certifying that they have not had a job-related injury, lost time from work due to a job-related injury or had an at-fault accident for the time period for which they are applying for a bonus. The manager shall be responsible for reviewing and approving the employees' Safety Incentive application.

Nothing in this Safety Incentive Program is intended to discourage an employee from reporting any job-related injuries or accidents.

- I. Cell Phone Stipend- Employees who are required by management to use a City issued cell phone, outside of shared and pooled phones, will have the option to receive a \$25.00 monthly stipend in lieu of using the City issued cell phone. To participate in this program the employee must provide their cell phone number to the Department. This method of notification replaces the method of the City providing a cell phone.

Employee cell phones must be able to function locally and have text messaging service and the ability to send or receive pictures in addition to phone service. The stipend is provided in recognition of the City using this method to notify employees of overtime, emergency recall and to contact the employee during the course of work

9. Health, Life, Vision, and Dental Insurance Compensation

- A. The City and the Affiliation agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverage's) inclusively.
- B. The HBC shall be convened by the City at least once each quarter to renew the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this Agreement.
- C. If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representatives will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process-between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- D. The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.
- E. The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee' employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10%

employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

- F. The City and the Affiliation agree to actively explore possibilities to develop and implement an affordable health insurance plan to be made available to retirees and their qualified dependents.
- G. The City shall make available to the individuals of this bargaining unit an option of increased term life insurance with any premium increase at the employee's expense.
- H. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.
- I. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

| | |
|----------------------------------|----------|
| • Employee Only | \$362.00 |
| • Employee + Child(ren) | \$322.00 |
| • Employee + Spouse | \$309.00 |
| • Employee + Spouse + Child(ren) | \$265.00 |

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses the employee's alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

Any changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

10. Work Week

- A. The regular workweek for the above described bargaining unit shall begin at 12 midnight between Saturday and Sunday and end at 12 midnight

between the following Saturday and Sunday. However, the work week may be modified in certain work sections to accommodate an alternate work schedule. The City will discuss the impact of any alternate work schedule with the affected employees in advance of its implementation with the understanding that the City is responsible for determining the work week. Consistent with the Fair Labor Standards Act (FLSA) the work week is a fixed and regularly recurring period of 168 hours (seven consecutive 24 hour periods). The work week can be changed provided the changes are indefinite in duration and are not designed to evade the overtime requirements of FLSA. The unit's work week shall normally consist of forty (40) hours.

- B. Further, no employee of this unit shall be regularly scheduled to work a shift in which the regular starting times deviate more than four (4) hours during the same workweek, except when previously mutually agreed to in writing between the affected present or future employee and the City, or in emergency situations.
- C. It is the intent of the Department that each employee not working a rotational schedule, shall regularly be scheduled for two (2) consecutive days off.

11. Work Schedule

The work schedule shall consist of an eight (8) hour day, with starting and ending times to be determined by the Department Head or other Management employee. The work schedule of individual sections may differ. The work schedules will be set at the discretion of the Department Head or other Management employee to provide for adequate coverage of work area, to facilitate work function or to provide for employee safety.

At the Surface Water Treatment Plant (the plant), the work schedule may consist of eight (8), nine (9), ten (10), or twelve (12) hour work days with starting and ending times determined by the Department Head. The work schedule will be prepared so that employees will not be required to work more than five days in a row except due to an emergency.

The plant work schedule will be posted for a minimum of three (3) weeks in advance. However, unforeseen circumstances beyond the control of the City may result in the need to change the schedule after it has been posted. When such a change is required, the City will discuss the impact of the schedule change with the affected staff before implementing a change to meet operational needs. Except in the case of emergency, employees at the plant are to submit leave requests at least four (4) weeks in advance to allow for timely scheduling. However, non-emergency leave requests that are submitted less than four (4) weeks in advance may be granted if operational needs allow.

It is the intent of the Department to establish regular work schedules as described in the following paragraphs.

- A. Winter Work Schedule: The winter work schedule shall start on the third Monday in September for all sections, except the Solid Waste. Fleet Maintenance and Surface Water Treatment Plant sections, will be 7:00 a.m. to 3:30 p.m. with a one-half hour lunch period from 12:00 noon to 12:30 p.m.
- B. Summer Work Schedule: The summer work schedule shall start on the first Monday in May for all sections, except the Solid Waste. Fleet Maintenance Sections and Surface Water Treatment Plant will be 6:00 a.m. to 2:30 p.m. with a one-half (1/2) hour lunch from 12:00 noon to 12:30 p.m. Alternative work schedules for any section will be considered upon the request of the majority of the employees in the section. Work schedules will normally be restricted by the City to the hours between 6:00 am to 6:00 pm. The lunch period will normally be restricted to the period between 11:00 am to 1:00 pm.
- C. Reopener: During the term of this agreement the City may determine a need to modify work schedules of a given work section or sections covered by this agreement, based on the need to provide adequate coverage of work area(s), to facilitate work function effectiveness or to provide for employee safety. If the City decides it is necessary to modify work schedules, the City will provide the Association with notice and the opportunity to meet and confer regarding the impact of the change at least fifteen days (15) days prior to implementation.

12. Rest Period

Each employee covered in the MOU will be afforded two (2) fifteen-minute rest periods without loss of pay. The first rest period will normally be allowed once before the meal break. The second rest period will normally be allowed after the meal break for non-disposal employees, and before the meal break for all disposal employees except where mutually agreed by their employee and the supervisor. The timing of these rest periods shall be reasonably scheduled by the City in accordance with the requirements of the Department. The Affiliation recognizes that the location of these rest periods shall be established by the City in accordance with the requirements of the Department, and that it shall be the obligation of employees to adhere to the instructions of their Supervisors in this regard.

13. Fair Labor Standards Act

Notwithstanding anything else to the contrary, this agreement shall be interpreted and applied in all respects necessary to conform to the legally

applicable provisions of the Federal Fair Labor Standards Act, and regulations promulgated thereunder, with respect to work week, hours of work, regular rate of pay, minimum wage and overtime.

14. Overtime

- A. The City agrees that it will compensate the employees of the above described unit for overtime through monetary compensation or accrued CTO at one and one-half (1 ½) times the regular rate of pay. An employee shall be compensated at said overtime rate whenever an employee is required to work in excess of the above described forty (40) hour work week, after eight (8) hours per day on a five (5) day basis or for work on a holiday. Employees in the Surface Water Treatment Plant (the plant), scheduled to work four (4) days in a workweek will be eligible for overtime after a forty (40) hour work week.
- B. Employees (except those who receive a Holiday Time Bank) who are assigned to perform duties on an eight (8) hour holiday and who work at least four (4) hours, shall be paid for eight (8) hours at the overtime rate in pay, or accrue CTO at the employee's option per Section 17, provided the assigned work of the employee is satisfactorily completed. It is understood that the City may require the affected employees to work the entire eight (8) hour holiday.
- C. The City shall have the right to require employees to work whenever necessary. The City shall attempt to assign scheduled overtime work to employees in work units that would normally be assigned the task if the task had occurred during the regular eight (8) hour work day. The City reserves the exclusive right to make the final determination of the appropriate work unit(s) to assign the overtime duties.
- D. Work units for the purposes of Article 14 shall be defined as the following functional work groups: Parks, Water Valves, Water Service, Water Meters, Water Production, Street Striping, Street Maintenance, Fleet, Waste Water, Disposal and Building Maintenance.
- E. Scheduled Overtime is defined as all overtime that is anticipated to occur more than three (3) work days in advance of the overtime event based on when Department Management staff receives notification of the need to perform the work.
- F. Scheduled Overtime as defined above will be made available to qualified personnel within the work unit(s), as defined above in paragraph D, based on City seniority. City seniority for the purpose of this Article is defined as continuous probationary and regular employment with the City. Each Section Supervisor will be responsible for maintaining a current overtime seniority list for their respective work units. Employees will be called from

this list to work scheduled overtime assignments in City seniority order. After the most senior employee of the work unit employee accepts the overtime assignment, declines the overtime assignment or does not respond to the call within one (1) hour the City will contact the next most senior person until the overtime assignment is staffed. The City reserves the exclusive right to determine whether or not an employee possesses the qualifications necessary to perform the scheduled overtime task. Employees who take unscheduled leave during their regularly assigned work shift prior to scheduled overtime will be dropped from the scheduled overtime event.

- G. As determined by the City, in the event it is not possible to staff the scheduled overtime assignment consistent with F. above, qualified personnel will be required to work in inverse City seniority order in the work unit.
- H. Parade overtime assignments shall be made from a Parade Overtime list that is separate and apart from overtime list that is established or used by the work units noted above. For each parade, employees will be called from the Parade Overtime list based on seniority as determined by length of continuous initial probationary and regular employment with the City with an employee moving to the bottom of the list once called to work and either actually works or declines the work or does not respond to the call within one (1) hour.
- I. During the first two (2) weeks of January each year, during the term of this agreement, the Public Utilities Department will call for employees, represented by this agreement, to volunteer to be placed on the Parade Overtime list. The Parade Overtime list will be established no later than the end of the month with volunteers placed on the Parade Overtime list in City seniority order as defined in Section F above.
- J. Employees hired or transferred into a position, represented by this agreement, during the calendar year after the Parade Overtime list has been established may be added to the bottom of the rotational list at the time they volunteer, provided they submit a written request to the Public Utilities Director within 60 days of the effective date of hire or transfer.
- K. The Department will continue to make emergency call back assignments consistent with Department policy.
- L. Except in emergencies, overtime must be approved in advance by the Department Head or one of the other Management employees.
- M. All overtime shall be reported and documented to the employee's manager or supervisor no later than the employee's next workday.

15. Standby Pay

The City agrees to pay eight (8) hours straight time to employees required to standby throughout a previously scheduled two (2) consecutive days off break in work. Standby is defined as time when an employee must be within reach by phone and within such distance that he can report within thirty (30) minutes. A break-in-work shall be measured and defined as being from the moment of termination of the individual's last regularly scheduled work period to the moment of commencement of the individual's next regularly scheduled work period. Standby time less than or more than the period defined in the preceding sentence shall be compensated on a prorata basis. Standby pay is not applicable to employees on the Home Garage Program.

16. Minimum Callback Pay

An employee called back to work outside of the employee's regularly scheduled shift and more than one half hour thirty (30 minutes) before the start of the next scheduled shift shall be paid a minimum of three (3) hours at the overtime rate if the employee was not on standby at the time called back for a maximum per day of two callbacks at the minimum three (3) hour rate. Additional callbacks on the same day will be paid at actual time at the overtime rate. If a designated, primary, call-back responder chooses to take a City vehicle home under the Home Garage Program, and does not receive any call backs during the entire seven (7) consecutive day call back period, the City shall pay \$50.00 to the designated primary call back responder for each full week of the call back period.

17. Compensatory Time Off

The City may pay compensatory time off (CTO) in lieu of cash for overtime, standby, or callback time worked. Employees shall have the choice of the manner of compensation so long as the employee's accumulated CTO bank does not exceed 40 hours or the work is not funded by a section other than the employee's section. An employee may earn up to 80 hours CTO in a calendar year, as long as the employee continuously draws down the CTO bank to 40 hours or less. If at any time the employees' CTO bank exceeds 40 hours or the work is funded by a section other than the employee's section, the employee will be compensated in cash to the extent that funds are available. In the absence of such funds, the City retains the right to compensate the employee with CTO up to 120 hours per calendar year. However, on January 2nd of each calendar year, the City will pay the employee in cash for these hours in the CTO bank exceeding 40.

CTO may be used for time-off when the employee provides at least 10 working days notice to the Department Head or designee. The Department Head or designee has the discretion to waive the 10-day notice. The employee agrees to consult with the Department Head or designee to make sure that staffing needs

will be met. In cases of conflict in scheduling use of CTO, classification seniority shall be used as a tiebreaker.

18. Supervisory Assignment

Any bargaining unit employee who as a regular part of his duties, is assigned by the Department Head or his designee to directly supervise the work of another employee, and whose base salary range is not at least five percent (5%) higher than the subordinate employee's base salary range, exclusive of premiums (overtime, out-of-class, shift differentials, certification pay, etc.), shall receive an adjustment in salary which will result in a five percent (5%) differential over the subordinate employee's base salary range. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

19. Temporary Assignments

- A. The list of employees qualified to perform welding assignments shall be updated in September of each year. Employees who qualify for the list for welding assignments shall receive assignment pay of \$1.00 per hour over their base rate for such assignments. Employees who are not yet on the list shall have the opportunity to qualify each September. Once qualified for the list employees shall remain on the list so long as their performance of such duties is satisfactory. If performance is less than satisfactory employees shall be required to qualify for the list again.
- B. Employees assigned by supervisors to work in a higher classification will receive a 5% differential or the A step of the temporary assignment class whichever is greater for each work day provided that the employee works in the higher classification over 4 hours in each work day. The employee will then receive the differential for each hour worked in the higher classification. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

20. Shift Differential

The differential shall be Eight Dollars (\$8.00) per shift if at least half the regular shift falls between 6:00 p.m. and 6:00 a.m. Other regular shifts commencing prior to 6:00 a.m. or being completed after 6:00 p.m. shall be compensated at Five Dollars (\$5.00) per shift.

21. Seniority

A. Shift Vacancy

In the event of a vacancy in a work unit subject to shift differential, and when the Department determines that the vacancy will be filled by transfer of an employee within the unit from one shift to another, the appointment will be made on the basis of classification seniority within the unit, except in situations where the City determines that skill level needs dictate otherwise

B. Work Schedules

Work schedule assignment will be based on classification seniority within that unit except when the City determines that skill level demands dictate otherwise.

22. Holidays

A. The holidays listed below will be recognized as eight (8) hour holidays during the term of this Agreement:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All Presidents Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. Christmas Day (December 25)
11. Employee's Birthday or a substitute day to be selected by mutual agreement of the employee and the employer.
12. The latter four hours of the last workday before Christmas Day or New Year's Day. In order to maintain operations, department heads shall have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.

B. If during the term of this agreement the City Council determines to add any additional Citywide paid holidays, the same shall be offered to this Affiliation on the same terms and conditions.

C. Whenever any such above described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above-described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.

- D. Whenever an employee is required to work on a recognized holiday, he shall be paid for the holiday and an additional payment at time and one-half of the straight time rates (i.e. 2-1/2 times the usual straight time rate), except for employees who receive a Holiday Time Bank.
- E. Employees may request and may receive Good Friday off provided they have either adequate CTO or accrued vacation time or are granted leave without pay.
- F. An employee shall be paid for each of the above holidays only when the employee is on a paid status the workday immediately prior to and the workday immediately after the holiday.

23. Holiday Time Bank

- A. Employees assigned to the Surface Water Treatment Plant whose regularly assigned shift exceeds eight (8) hours per day shall be provided with a Holiday Time Bank in lieu of Section 22 above.
- B. Employees shall receive 92 hours of paid compensation in lieu of holidays annually for twelve months of service. Holiday Time shall be credited in advance to all personnel on each subsequent July 1 during the term of this contract, and shall not be credited on a monthly basis.
- C. No later than June 30 each year, employee shall sign a statement of intent indicating the number of holiday time that they intend to use during the year, and the number of hours that they intend to cash out. The prorated value of holiday hours to be cashed will be reported to PERS each pay period as required by CalPERS and will be cashed out on June 30 at the end of the fiscal year.
- D. If an employee terminates employment with the City prior to June 30, any pro-rata holiday time cashed-out or used in excess of 7.666 hours per month will be deducted from the employee's final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 7.666 hours per month on a pro-rata basis will be cashed-out to the employee.
- E. If during the term of this agreement the City Council determines to add any additional City-wide paid holidays, the same shall be offered to this Association on the same terms and conditions.

24. Vacation

A. Employees in this unit shall earn vacation credit on the following basis:

| Years of Service | Accrual |
|---------------------------|--|
| 1 through end of year 7 | 5 hours posted on each pay period to a maximum of 280 hours |
| 8 through end of year 14 | 6 hours posted on each pay period to a maximum of 328 hours |
| 15 through end of year 19 | 6.667 hours posted each pay period to a maximum of 360 hours |
| 20 Years or more | 8 hours posted on each pay period to a maximum of 360 hours |

- B. The time at which the employee shall be granted a vacation is at the discretion of the Public Utilities/General Services Director or other Management employee. Employee seniority (defined as length of employment with the City as a probationary and/or regular employee) shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.
- C. Vacation leave may be used for time-off upon reasonable advance request and approval from the employee's supervisor. Such requests shall be honored unless there are operational or scheduling conflicts.
- D. All years of service, for the purpose of this article, shall mean all years of service to the City as a probationary or permanent employee provided that any break in service which resulted in a later reinstatement or rehiring to City employment did not exceed two (2) years duration.

25. Sick Leave

- A. Employees will receive one (1) full day's sick leave or accident allowance for each full month of employment (based on date of hire) up to a total of twelve (12) days' allowance per calendar year.
- B. Such allowance is cumulative from year to year.
- C. Sickness or accident benefit payments' including Worker's Compensation and State Disability Insurance payments, for any work week shall not exceed an employee's normal straight time weekly earnings.
- D. Sick Leave benefits are payable only for employee's regularly scheduled workdays on which the employee is unable to work as a result of the employee's illness or accident. Employees may use earned sick leave upon accrual for required medical, chiropractic, dental, vision and therapy appointments with the approval of the Department Head.
- E. The employee may be required to furnish a doctor's certificate or other proof of illness when absent three (3) consecutive days or if the

Department Head or other Management employee believes a pattern of sick leave abuse is developing.

- F. After an employee accumulates at least twenty-five (25) days of sick leave allowance the employee shall be paid once each year, through November, based on the following formula:

| Sick Leave Days Used During Preceding Twelve (12) Month Period | Number of Cash-Out Days Allowed | Percent of Payment |
|--|------------------------------------|-----------------------|
| 5 | 7 | 25% |
| 4 | 8 | 30% |
| 3 | 9 | 35% |
| 2 | 10 | 40% |
| 1 | 11 | 45% |
| 0 | 12 | 50% |

The remainder of the annual sick leave allowance shall continue to accumulate.

- G. In lieu of cash payment, an employee may elect to convert the allowable annual cash out time, as determined by the above schedule, to CTO which must be used within the 12-month period December 1 through November 30 immediately after the conversion or, if not used during this period, shall be forfeited.
- H. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.

26. Bereavement Leave

An employee shall be entitled to five (5) excused workdays with pay in any calendar year to attend the funeral of any member of the employee's immediate family. For the purpose of this Article, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father-in-laws, brother/sister in-laws, son/daughter in-laws, and legal dependents of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

27. Compassionate Leave

An employee shall be entitled to twenty-four (24) hours excused hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from a serious illness. In any case, the necessity for the employee's presence may, in the discretion of the City Manager and/or the City Manager's designee, be required to be verified by a doctor's certificate.

For the purpose of this Article, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, grandparents, grandchildren, mother/father-in-laws, brother/sister in-laws, son/daughter in-laws, and legal dependents of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

28. Military Leave

- A. Military leave shall be granted in accordance with the provisions of federal and state law. All employees entitled to military leave shall give the City Manager and/or his authorized agent an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
- B. Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year pursuant to state law.

29. Leave of Absence without Pay

- A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for a period not to exceed three (3) consecutive months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discharge in the discretion of the City Manager.
- B. The Public Utilities/General Services Director may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City's Personnel/Risk Manager.
- C. The City and Affiliation agree that a permanent or probationary employee who has previously been granted by the City Manager, a leave of absence without pay or seniority for a period of time not to exceed three (3)

months, may re-apply to the City Manager for another consecutive leave of absence as provided and described above.

- D. Upon appropriate notice, the City shall attempt to accommodate a request for leave without pay by the Affiliation President, or by another affiliation Representative, for the purpose of attending meetings conferences, workshops, or similar functions, relating to their Affiliation duties.

30. Uniforms and Protective Clothing

- A. Within thirty (30) days after date of appointment, new employees shall be provided with five (5) new uniforms.
- B. Whenever an employee provides reasonable evidence of the need for a replacement uniform due to wear, the City shall provide said employee with up to five (5) replacement uniforms annually.
- C. Uniforms will be issued no later than 90 days after the approval date of this agreement for the first year and no later than October 31 every year thereafter provided that uniforms meeting specifications are available. If uniforms are unavailable for issue on this date, the City will either provide alternate clothing or will temporarily suspend the requirement to wear the City uniform.
- D. Pants shall be a denim material with the City paying for the least expensive of Wrangler or Levis jeans.
- E. Employees shall be required to wear a full uniform during all working hours and present a neat and clean appearance.
- F. Protective Clothing or Devices. If any employee is required to wear protective clothing or devices as a condition of employment or to satisfy CAL OSHA requirements, they shall be provided by the City. Both parties will agree on a reasonable life expectancy for such articles, and agree that if they are lost or damaged through "negligence" on the part of the employee, during their life expectancy, they shall be replaced by the employee.
- G. Rain Gear shall be provided by the City to employees as needed. Rain gear that is worn out or damaged on the job will be replaced by the City. The employee to whom rain gear has been issued shall be responsible for replacement of any rain gear that is lost or damaged through negligence on the part of the employee.
- H. Prior to selecting uniforms, the City will survey all employees and provide the response information to the Affiliation to review and comment. The

response will be due within two (2) weeks of the time the information is provided to the Affiliation.

- I. In January and July of each year, the City will provide a boot allowance of \$100.00 to all employees except those in the following sections: Fleet, Solid Waste and Building Maintenance. New employees will receive a prorated allowance based upon their start date.
- J. Employees receiving the boot allowance will be required to wear the appropriate boot as determined by the section supervisor or manager during the workday.

31. On-The-Job-Training

- A. Periodic training regarding the roles, responsibilities and procedures of unit employees in connection with Juvenile and Adult Offender programs shall be provided.
- B. Using a voluntary rotational system, based on seniority in permanent appointment with the City qualified permanent employees in the Department will be offered access to City training programs regarding promotions, and may be offered training in positions that are temporarily vacant due to long-term or short-term absence of a regular employee in the same or a higher classification where operational necessity and staffing levels make it practical to do so.

32. Flexible Staffing

- A. Flexible staffing is to be utilized in a job series in which both entry level and experienced level classes are assigned the same kinds of duties with the difference being the scope of duties performed, the level of skills required, and the amount of supervision received.
- B. The following classifications shall be flexible staffed as follows:
 - i.) Maintenance Worker to Senior Maintenance Worker or Senior Park Maintenance Worker except in Solid Waste;
 - ii.) Equipment Service Worker to Equipment Mechanic Assistant; and
 - iii.) The Maintenance Worker classification in Solid Waste is not flexibly staffed. Maintenance Workers in Solid Waste may transfer to another section and flex subject to the availability of a vacant position and the transfer and flex provisions of this Agreement.

- C. All employees within flexible staffed series shall promote from entry level to the experienced level class when the following has occurred:
- i.) The employee has successfully completed the one (1) year probationary period in the entry level class and the employee has completed two (2) additional years in the City's Public Utilities/General Services Departments. Up to two (2) years of comparable experience, as determined by the City, in the area of assigned duties may be substituted for up to two (2) years with the City Public Utilities/General Services Departments. Rotation to work in other divisions/sections will not be required as a part of this program. This statement does not, however, intend to diminish the City's right to transfer, assign, or otherwise direct the work of its employees.
 - ii.) The employee is able to satisfactorily perform a majority of designated duties at the experienced level class with limited supervision.
 - iii.) The employee has successfully passed a non-competitive examination to promote to the experienced level in the series.
 - iv.) The employees has reached at least D step of the entry level class in the flexibly staffed series.
 - v.) The City shall not use this Article as a means to address budget shortfalls.
- D. No eligible incumbent of a flexibly staffed position will be denied an opportunity to test for flexing to the experienced level upon successful completion of the designated three (3) years' experience. Experience acquired in the Solid Waste Section of the City will be credited toward the requirements for flexible staffing.
- E. Eligible employees holding permanent entry-level positions will have the opportunity to test for flexing to the experienced level within thirty days of the request.
- F. If the employee fails the test, the employee may not retake the test until 120 days from the date of his last test.

33. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associate's, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or Master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.

- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

34. Employee Safety

Up to four (4) meetings (Safety Committee meetings) per contract year will be scheduled by City for the purpose of City and employee representatives exchanging views regarding safety rules, regulations, practices, procedures and training, as well as review of employee accidents as to whether they were preventable or not. The City will schedule, as appropriate, safety seminars for employees in this unit. The City welcomes and encourages the Affiliation's suggestions for seminar topics.

35. Jury Duty

Employees are encouraged to serve on jury duty. If kept from working by jury duty, they will still be paid by the City on the basis of a forty (40) hour week, at their normal rate of pay, for a maximum of six (6) weeks (i.e., thirty (30) work days) per calendar year, regardless of shift, on condition that any compensation (in excess of mileage expenses) received from court be turned over to the City. Alternate shift employees will have their shift adjusted to correspond to the AM shift for the duration of their jury duty. Employees who are released from Jury Duty two (2) hours or more prior to the end of their work shift will report to work. Employees are required to provide time / date stamped proof of their jury service.

36. Appeals and Grievance Procedure

A. Appeals

The City and the Affiliation agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Ordinance No. 256 and Personnel Rules and Regulations Rule XII, for all matters as defined therein, unless and until this Ordinance and/or Resolution is appropriately modified at the initiation of the City.

B. Policy Statement Regarding Grievances

The bargaining unit employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the City Manager.

C. Purpose of Grievance Procedure

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

D. Definition of Terms

As used in this Section, the following words shall have the designated meanings:

1. Grievance: A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.
2. Conferee: A conferee is an individual who, at the request of the employee, or group of employees, is invited to participate in a grievance conference.
3. Aggrieved Party: Aggrieved Party is the employee or group of employees of City making the claim.

Days: The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

E. Implementation Procedures

1. Any appeal of a disciplinary matter (except for probationary employees and suspensions of five (5) days or less) may be brought before the Personnel Commission according to the manner and procedure specified in City Ordinance No. 256 and the Personnel Rules and Regulations, Rule XII.
2. Any grievance of a matter concerning the interpretation and application of rules and provisions of this MOU shall proceed according to the below described manner and procedure:
 - (a) Oral Discussion with Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.
 - (b) Level One – Personal Conference Upon Written Claim With Immediate Supervisor: An aggrieved party may, after discussing it orally, submit his claim in writing to his supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this state as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

- 1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
 - 2) A description of the general and specific grounds for the grievance.
 - 3) A listing of the specific actions and events alleged to be in violation (including witnesses).
 - 4) A statement of the reasons why the specific actions identified above are in violation of these Articles.
 - 5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievances. Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. The written claim must be submitted to the immediate supervisor within fifteen (15) days of the date the employee knew or should have known of the event being grieved. If the aggrieved party is not satisfied with the results of this personal conference with his immediate supervisor, which must be announced within six (6) days, he must then file a written complaint with his department head within eight (8) days of the meeting with his immediate supervisor.
- (c) Level Two - Personal Conference With Department Head: An aggrieved party may appeal the Level One decision to his Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level One claim. It shall not be necessary to rewrite the above information. Upon receipt of the written complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with their department head which results must be announced within six (6) days of the conference, they must file a written appeal within eight (8) days of the meeting with the Department Head, as provided in Level Three.
- (d) Level Three - City Manager/Board of Review: The aggrieved party may appeal the decision within eight (8) days after the personal conference provided at Level Two by filing a request for hearing and final decision before the City

Manager or by the Board of Review. Requests for hearing and final decision before the City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- 1) The request shall be in writing and shall include the same information as described in the previous claim in level One.
- 2) The Board of Review or City Manager shall have available all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- 3) No later than 14 days prior to the date of the scheduled hearing, the aggrieved party and the City will meet and attempt to agree upon a statement of issues) and the exhibits to be submitted to the Board of Review or City Manager for hearing and final decision. In the event that agreement on a statement of issues and exhibits is not reached, the parties will exchange their respective statement(s) of issues and exhibits at the end of said meeting.

The agreed on separate statement(s) of issue(s) and exhibits shall be promptly delivered to the Personnel/Risk Manager.

- 1) Any party to a grievance may at any point in the process outlined have a conferee.
- 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- 4) All proceedings, at any level shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager or Board of Review. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his

grievance. This shall not apply when the aggrieved party requests an opportunity to address the council decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.

- 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next level. Such signing shall not necessarily indicate agreement to the factual content.
- 6) Any costs of operating the grievance procedure shall be borne jointly by the city and the grievant.
- 7) By mutual written agreement, the time limit at any Level may be extended.
- 8) The conferee shall conduct all applicable duties, whenever possible, during "non-working hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance; and (2) the conferee received no overtime compensation by the City for time so spent.

Oral Discussion with Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

- (a) Level One - Personal Conference upon Written Claim with Immediate Supervisor: An aggrieved party may, after discussing it orally, submit his claim in writing to his supervisor. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

The conciliatory efforts of conferees may be utilized at this state as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

- 1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- 2) A description of the general and specific grounds for the grievance.

- 3) A listing of the specific actions and events alleged to be in violation (including witnesses).
 - 4) A statement of the reasons why the specific actions identified above are in violation of these Articles.
 - 5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievances. Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. The written claim must be submitted to the immediate supervisor within fifteen (15) days of the date the employee knew or should have known of the event being grieved. If the aggrieved party is not satisfied with the results of this personal conference with the immediate supervisor, which must be announced within six (6) days, the aggrieved must then file a written complaint with their Department Head within eight (8) days of the meeting with their immediate supervisor.
- (b) Level Two - Personal Conference with Department Head: An aggrieved party may appeal the Level One decision to their department head by filing a written complaint. Said complaint shall contain the same information as described above for the Level One claim. It shall not be necessary to rewrite the above information. Upon receipt of the written complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and Department Head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with the Department Head, which results must be announced within six (6) days of the conference, they must file a written appeal within eight (8) days of the meeting with the Department Head, as provided in Level Three.
- (c) Level Three - Advisory Board of Review: The aggrieved party may appeal the decision within eight (8) days after the personal conference provided at Level Two by filling a request for hearing and final decision before the Assistant City Manager or for hearing and advisory decision by the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.
- 1) The request shall be in writing and shall include the same information as described in the previous claim in Level One.
 - 3) The Board of Review shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.

- 4) After studying the documentary evidence, the Board of Review shall conduct such hearings, as it deems necessary. At least two days' notice of any scheduled hearing should be given.
- 5) Within a reasonable time after the conclusion of the hearing, the Board of Review shall submit the Board's written advisory decision to both the City Manager and the aggrieved party.
- 6) The Board of Review shall be made up of three members, selected by the aggrieved party, from among those individuals currently serving on the City's Personnel Commission.

If the request is made for hearing and final decision before the Assistant City Manager, the process will continue on to Level Four.

- (d) Level Four - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from the Level Three Board of review, or receipt of the request for hearing and final decision, the City Manager shall investigate as appropriate and confer with the parties involved. The aggrieved party, at his discretion, may bring in his conferee. The City Manager shall thereafter communicate his final and conclusive decision in writing together with supporting reasons, to the aggrieved party, within eight (8) days of concluding his investigation of the matter.
- (e) General Provisions - To facilitate this procedure, the following provisions shall apply:
 - 1) Any party to a grievance may at any point in the process outlined have a conferee.
 - 2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
 - 3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.

- 4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have citywide implications shall be communicated to all certified personnel in an objective and impersonal manner.
- 5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessarily indicate agreement to the factual content.
- 6) Any costs of operating the grievance procedure shall be borne jointly by the City and the aggrieved party.
- 7) By mutual written agreement, the time limit at any Level may be extended.
- 8) The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance; and (2) the conferee received no overtime compensation by the City for time so spent.

37. Labor-Management Committee

- A. Purpose: The purpose of the Labor – Management Committee is to provide a forum for representatives of the City and Affiliation to discuss issues of concern to either party dealing with application of provisions of this MOU, workplace safety and efficient work practices.
- B. Structure: The Labor – Management Committee shall be comprised of a reasonable number of representatives of the City and Affiliation. The Committee shall meet at least quarterly. The Committee shall establish meeting times and locations. The Public Utilities Director shall develop an agenda of issues to be discussed prior to each meeting. The Affiliation President may add appropriate issues to the agenda by submitting the issues to the Public Utilities Director with reasonable advanced notice.

38. Physical Examinations

- A. In the event the Department Head has reason to believe that an employee is not physically capable of performing the full duties of the employee's position, and/or the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place the employee on leave with pay and refer the employee to a physician, pending the physician's determination of injury or illness and capability to return to work. Once the determination has been made the employee will be placed on sick leave or other available leave or returned to full duty. If the employee has no available leave time, the employee will be placed on leave of absence in accordance with the Leave of Absence Section of this MOU.
- B. If the employee so requests, the Department Head shall prior to implementing the Department Head's decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

39. Maintenance of Operation

- A. The Affiliation will make every effort toward inducing all employees in this Unit fully and faithfully to perform their duties and agrees that for the term of this MOU neither the Affiliation nor any person acting in its behalf, will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report to duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities, provided that, should a job action be taken against an organization other than the City, an employee shall not be required to cross that picket line if the employee feels their personal safety or the safety of City equipment is in danger.
- B. Provided that the City Council determines to its satisfaction, that subsection A of this section has been violated by the Affiliation, the City may take such remedial action as it deems appropriate.
- C. Nothing herein shall otherwise preclude the Affiliation or an individual from lawfully engaging in Constitutionally guaranteed freedom of expression.

40. Past Practices

Nothing contained in this MOU shall be interpreted as to imply or permit any employee rights or privileges other than those expressly stated herein.

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

All other past practices, standards, obligations or commitments, whether written or unwritten are within the scope of Article 1 of this MOU.

Notwithstanding the foregoing, during the term of this agreement when Affiliation contends that City should comply with a past practice, the Affiliation shall attempt to resolve the issue with City informally; and if not then resolved, by using the grievance procedure.

41. Layoff Policy

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

A. Section 1:

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

B. Section 2:

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

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

Within each of the first three (3) categories, the order of layoff shall be at the discretion of the appointing authority. Order of layoff of permanent employees shall be according to seniority with the employees having lowest seniority to be laid off first. Among employees with equal seniority, the order of layoff shall be determined by the appointing authority.

C. Section 3 - Seniority Determination

1. Each employee's seniority shall be accrued and shall be determined by time of service in the classification the employee is working at the time a layoff is being imposed.

2. Employees subject to layoff may first displace employee of lower seniority in the same or any comparable classification, as determined by the City Manager. As a second alternative to layoff, employees subject to layoff may take voluntary demotion to any lower classification within the same division of this unit in which the employee had prior permanent status, provided a vacancy exists, or the demotee has higher seniority than an employee working in that classification, -or- as a third alternative, an employee subject to layoff may take a voluntary demotion to a vacant position in a lower classification provided the employees can, through a non-competitive examination, establish proof to the satisfaction of the appointing authority that he is capable of performing the job.
3. In the event, the demotee in all the above alternatives has equal seniority with the least senior employee working in the lower classification; the employee to be laid off shall be determined by total seniority within the unit. If such unit seniority is also equal, the employee to be laid off shall be determined by the appointing authority.

D. Section 4 - Notice

Employees subject to layoff shall be given not less than fifteen- (15) days written notice (or pay equivalent), by mail or in person with concurrent notice to the Affiliation. Seniority lists shall be made available to employees and Affiliation upon request; and City shall meet and discuss the layoff and alternatives upon Affiliation's request, but such meeting shall not stop the layoff unless City otherwise agrees.

E. Section 5 - Re-Employment

Employees laid off or demoted in lieu of layoff shall have a priority right of return to their prior class or to any lower class in the same or comparable classification series. This right shall remain effective for two (2) years from the date of demotion or separation from the service.

F. Section 6 - Seniority Rights After Resignation and Rehire

Seniority for reinstated employees who have voluntarily resigned and then rehired in accordance with Personnel Rules and Regulations, shall have their layoff seniority computed from the date of reinstatement with no seniority credit given for prior years' service.

42. Transfer/Promotion to Permanently Vacant Positions

A. Transfers

Transfer is defined as internal movement of a particular class of employee from one work section to the same or similar classification (with the same

salary range) in another work section. Transfer opportunities will be posted by the Personnel Division in February and August of each year. If an employee is interested in working in a different work section they must complete an interest card during February, August, at the time of the classification change, and at the initial hire date. Employees who have a classification change and have an interest in transferring to another section must request for transfer in writing to Personnel/Risk Management within ten (10) calendar days following the effective date of the employees classification change. The posting periods will be posted for ten days. If a position becomes available the Personnel Division will review the interest cards and forward the qualified employees to the work section requesting the transfer opportunity. Such vacancies may be filled from the qualified employees who respond to the interest card in a timely fashion. If there is no response to the interest card or if the respondents do not meet the needs of the Department, the City reserves the right to transfer or otherwise fill the vacancy consistent with the City rights defined in Section 1 of this MOU.

B. Promotions

Vacancies in promotional positions shall be filled by promotion from within after a promotional examination has been given and a promotional list of no less than three (3) qualified applicants is established. If there are fewer than three (3) qualified applicants for a promotional examination, or if fewer than three (3) applicants pass a promotional examination, an open examination will be given to establish a hiring list. For the purposes of this section the following positions shall be considered "promotional", and shall be filled from an eligibility list established from a promotional examination:

| | |
|------------------------------------|------------------------------------|
| 1. Building Maintenance Leadworker | 2. Building Maintenance Technician |
| 3. Disposal Leadworker | 4. Equipment Mechanic |
| 5. Equipment Operator | 6. Fleet Maintenance Leadworker |
| 7. Landfill Leadworker | 8. Maintenance Worker |
| 9. Maintenance Leadworker | 10. Parks Maintenance Leadworker |
| 11. Sr. Sanitation Operator | 12. Street Sweeper Operator |
| 13. Water Systems Technician | |

C. Open Appointments/Promotions

Vacancies in any positions not stipulated as a "promotional" position, shall be filled after an open exam has been given and a list of qualified applicants is established. Nothing in this section is intended to prohibit existing employees in different job classifications from taking an open exam and filling an open position. For the purposes of this section, the

following positions shall be filled from an eligibility list established from an open examination.

| | |
|--|-------------------------------------|
| 1. Assist. Building Maintenance Technician | 2. Assist. Water Systems Technician |
| 3. Building Maintenance Worker | 4. Electrician |
| 5. Equipment Mechanic Assistant | 6. Equipment Service Worker |
| 7. Fleet Maintenance Services Writer | 8. Meter Reader |
| 9. Parts Clerk | 10. Utility Worker |
| 11. Water Treatment Plant Operator | |

- D. Employees who participate in the promotional process and who are not selected for promotion may consult with their supervisor regarding the reasons why they were not selected, and discuss how they may prepare for future promotional opportunities.

43. Operational Necessity

In case of an emergency, the seniority provisions of this agreement shall not preclude the City from using qualifications as a criteria to override the seniority provisions hereof.

44. Sole Agreement

The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies, these policies shall prevail.

If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this MOU in any respect any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Affiliation. Any such changes validly made shall become a part of this MOU and subject to its terms.

The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

45. Severability

In the event any article, section, or portion of this MOU should be held invalid and unenforceable in any court of final jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the Affiliation agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

46. Term of Memorandum of Understanding

This MOU shall remain in effect for the period of July 1, 2019, through and including June 30, 2022, unless a specific provision provides for a different commencement and/or termination date. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

The provisions of this MOU shall not be altered, amended, or added to except by the mutual written agreement of the City and the Affiliation. Either party may request the other to consider changes in provisions of the MOU; such request shall be in writing. Neither party is, however, obligated to agree to re-initiate the meet and confer process.

The Affiliation membership has ratified the contents of this MOU by their affirmative vote on June 20, 2019.

The City Council has adopted the contents of this MOU on July 1, 2019.

For the CITY:

Luke Serpa, City Manager

Lori Shively, City Negotiator

Shonna Halterman, Lead City Negotiator

Paul Armendariz, City Negotiator

Eric Zetz, City Negotiator

For the AFFILIATION

Steve Mejia, CPWEA President

Davy Arizmendez, CPWEA Negotiator

Ryan Kajitani, CPWEA Negotiator

Karyn Chilpighian, CPWEA Negotiator

Tom Wall, CPWEA Negotiator

Arthur Negrete, CPWEA Negotiator

Allen Dunbar, CPWEA Rep.

ATTEST: _____
John Holt, City Clerk

Date: _____

**Sideletter Agreement between the City of Clovis and CPWEA
To 2019-2022 MOU**

After July 1, 2019, if the State of California mandates that it is required through the reissuance of the Statewide General Waste Discharge Requirements (WDRs) for Sanitary Sewer Systems to have employees who possess a Collection Systems Maintenance certification, the City will meet with CPWEA and discuss certification pay for the Senior Maintenance Worker and the Maintenance Worker classifications assigned to Wastewater.

The provisions of this side-letter become effective when fully executed by all parties and will remain in effect until June 30, 2022 unless this side letter is replaced by a subsequent side letter.

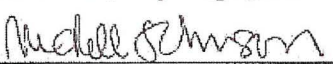
For the City of Clovis:


Shonna Halterman, City Negotiator



Lori Shively, City Negotiator


Paul Armendariz, City Negotiator


Eric Zetz, City Negotiator

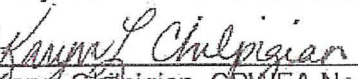

Michelle Johnson, City Negotiator

For CPWEA:


Steve Mejia, President CPWEA


Allen Dunbar, CPWEA Representative


Davy Arizmendez CPWEA Negotiator


Karyn Chulpigian, CPWEA Negotiator


Ryan Kajitani, CPWEA Negotiator

ATTEST: 
John Hoft, City Clerk

Date 6/11/2019

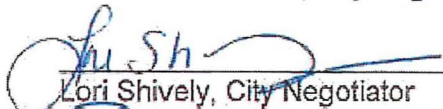
**Sideletter Agreement between the City of Clovis and CPWEA
To 2019-2022 MOU**


After July 1, 2019, the City agrees to meet and discuss CPWEA's proposal of Water Distribution Operator I and Water Distribution Operator II job descriptions as presented during labor negotiations in April through June, 2019.

CPWEA will contact the Assistant Public Utilities Director overseeing the water division to schedule a meeting.

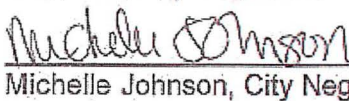
For the City of Clovis:


Shonna Halterman, City Negotiator

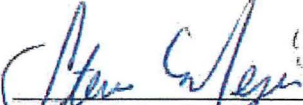

Lori Shively, City Negotiator

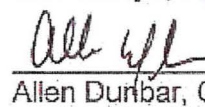

Paul Armendariz, City Negotiator


Eric Zetz, City Negotiator

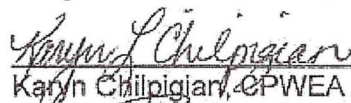

Michelle Johnson, City Negotiator

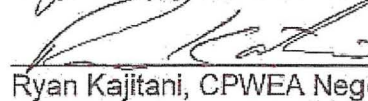
For CPWEA:


Steve Mejia, President CPWEA


Allen Dunbar, CPWEA Representative


Davy Arizmendez CPWEA Negotiator


Karyn Chilpigiari, CPWEA Negotiator


Ryan Kajitani, CPWEA Negotiator

ATTEST: 
John Holt, City Clerk

Date 6/11/2019

Side-Letter Agreement between the City of Clovis and CPWEA

This will confirm and memorialize the understanding reached between the City of Clovis through its representatives and the CPWEA Bargaining Unit concerning the CPWEA request related to work schedule for Fleet Swing Shift employees:

1. On a trial basis, from July 1, 2019 to June 30, 2022, reviewing annually whether to continue the program, the City will consider requests from Fleet employees assigned to work the Swing Shift (shift hours which begin after noon and end after 6:00pm) to work an alternate schedule consisting of 80 hours in 9 work days.
2. The approval of an alternate work schedule is dependent on it not increasing costs to the City and not reducing the efficiency or productivity of the employee.
3. The alternate work schedule may be suspended or terminated at any time at the discretion of the Department Head. Employees shall gain no rights to work an alternate work schedule.
4. No more than one employee will be allowed to have the same regularly scheduled day off as another employee in the unit. Management will approve the scheduled day off with selection based on the employee's seniority with the City.
5. For purposes of **MOU Section 9.A. Workweek**, the following terms are applicable. "For employees assigned to a 9/80 work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off."
6. For purposes of **MOU Section 13.A. Overtime**, the following terms are applicable. "Employees who work an alternate work schedule, (i.e., "9/80") shall earn overtime for hours actually worked in excess of their normal shift."

The provisions of this side-letter become effective when fully executed by all parties and will remain in effect until June 30, 2022 unless this side letter is replaced by a subsequent side letter.

For the City of Clovis:

For CPWEA:

Scott Redelfs, Public Utilities Director

Steve Mejia, CPWEA President

Paul Armendariz, Assistant Public Utilities Director

Davy Arizmendez, CPWEA Negotiator

Lori Shively, Personnel/Risk Manager

Karyn Chilpigan, CPWEA Negotiator

Attest: _____
John Holt, City Clerk

Date: _____



AGENDA ITEM NO: 15
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Technical and Financial Professionals

ATTACHMENTS: Resolution 19-____
Exhibit A – CTFP MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Technical and Financial Professionals (CTFP) Bargaining Unit, for the term of July 1, 2019 through June 30, 2022.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CTFP bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the CTFP MOU.

BACKGROUND

The 2016-2019 MOU between the City and CTFP will expire on June 30, 2019. The City's negotiating team and CTFP representatives have recently concluded negotiations for a successor MOU. A summary of the substantive changes in the proposed MOU is below:

- Revisions to dues and union access in compliance with SB866 and AB119 (pages 3-4).

- Salary increases as follows:
 - FY 2019-20: 2.0% wage increase
 - Information Technology Technician classification shall receive a 4.0% equity adjustment for a total of 6.0%.
 - Senior Information Technology Analyst shall receive a 8.0% equity adjustment for a total of 10.0%
 - FY 2020-21: 2.0% wage increase
 - FY 2021-22: 2.0% wage increase
- Employees in I.T. who are assigned to be on standby for any of the nine (9) holidays listed shall receive \$100 differential pay (page 9).
- Grandchildren, brother/sister-in-law, son/daughter-in-law, mother/father-in-law were added to family illness leave (pages 10-11).
- \$100 per month certification pay for Finance employees who possess an Active Certified Payroll Professional certificate (page 13).
- Employees in this unit can cash out up to 80 hours of comp time in December, increased from 40 hours (page 13).
- Grandchildren, brother/sister-in-law, and son/daughter-in-law was added to the immediate family definition for bereavement leave (page 14).
- I.T. employees assigned to be on standby shall receive a premium of 30% of their salary, increased from 25% (page 15).
- Revisions to the professional development section related to tuition reimbursement. Provides for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus \$2,000 for books and materials, to attain college degrees (page 21-22).

The CTFP membership ratified the terms of the proposed MOU on or about June 17, 2019.

FISCAL IMPACT

The proposed amendments to the CTFP MOU will result in approximate net increased salary costs of \$303,458 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and CTFP maintains reasonable wages and working conditions for employees in the CTFP bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution. The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and CTFP representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director 

RESOLUTION 19-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS TECHNICAL AND FINANCIAL PROFESSIONALS
BARGAINING UNIT**

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Technical and Financial Professionals bargaining unit (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CTFP Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Technical and Financial Professionals bargaining unit for the term of July 1, 2019 through June 30, 2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS AND
THE CONFIDENTIAL TECHNICAL AND FINANCIAL
PROFESSIONALS**

July 1, 2019 Through June 30, 2022

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Introduction

The representatives of the City of Clovis (City) and the representatives of the Clovis Technical and Financial Professionals (CTFP) having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

1. Unit Description

A. Recognition of Exclusive Representative: The City agrees to acknowledge, pursuant to Sections 3500 *et seq* of the California Government Code, CTFP as the exclusive recognized employee organization representing full-time non-management, permanent and probationary confidential, technical and financial employees listed in paragraph B below, until such time as CTFP fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, CTFP shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the CTFP organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

B. Description of the Bargaining Unit: The unit shall consist of all permanent and probationary employees in the following classifications:

- | | |
|--------------------------------------|--|
| 1. Accountant | 5. Information Technology Technician |
| 2. Accounting Systems Technician | 6. Senior Accountant |
| 3. Information Technology Analyst | 7. Senior Accounting Systems Technician |
| 4. Information Technology Specialist | 8. Senior Information Technology Analyst |

C. New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU. The City shall notify CTFP in writing whenever new classifications are assigned to the CTFP bargaining unit. Such notification shall be provided prior to Council adoption of a new classification.

D. Classification Review:

1) An employee may request classification review of the employee's position by submitting such a request, in writing, to the Department Head. Such request shall set forth the specific reasons for the classification review.

2) If the Department Head agrees that a classification review is appropriate, the Department Head shall require the employee to complete a classification review questionnaire. The employee's completed questionnaire will be reviewed by the

employee's Supervisor and Department Head for completeness and accuracy. Within forty-five (45) days of the employee's submittal of a completed questionnaire, the Department Head will complete the employee's review and transmit the questionnaire to the Personnel/Risk Manager to conduct the classification review.

3) The Personnel/Risk Manager or assigned staff shall conduct the classification review and submit a report of findings and recommendations to the Department Head and City Manager. The classification review will be completed within ninety (90) days of receipt of the completed classification review questionnaire except in unusual circumstances. When unusual circumstances arise, the City and the employee will establish a mutually acceptable completion date for the classification review.

2. Purpose

It is the purpose of this MOU to provide for a harmonious relationship between the City and the employees covered by this MOU, and to provide an orderly and equitable method of resolving any differences which may arise regarding wages, hours and other terms and conditions of employment. Nothing in this MOU shall preclude City from recognizing in accordance with City policy any employee whose performance is determined by City to be outstanding.

3. City Rights

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including the following specific rights:

- 1) Direct the work of its employees.
- 2) Hire, promote, demote, transfer, assign and classify employees within the City, and to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
- 3) Discipline employees according to applicable regulations and MOU provisions.
- 4) Take actions as may be necessary to carry out the mission of the agency in emergencies.
- 5) Determine the methods, means and personnel by which operations are to be carried on.
- 6) Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

4. Employee Rights

Employees of the City shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee

organizations and shall have the right to represent themselves individually in their employment relations with the City.

5. Union Access

The City and CTFP agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

Access to employee new hire orientations

- At least ten (10) days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1st and 16th of the month. If the 1st or the 16th is on a weekend or a holiday the orientation will be on the first working day after the 1st or 16th.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

Access to current employee personal information

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will

be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision

If the employee opts out and does not want their personal information distributed, the City will send the Association the employee's name, work phone, job title, and work location.

6. Non-Discrimination

The City and CTFP agree not to discriminate against any employee in accordance with applicable laws.

7. Wage Scale and Retirement Contributions

A. Wage Scale - The City shall maintain the wage scale/steps for all positions represented in this bargaining unit as found in Exhibit A-C, attached.

B. The City will implement the following wage increases during the term of this agreement:

1) Fiscal Year 2019-2020: The following wage adjustments shall become effective on the first day of the first payroll period following CTFP ratification and Council approval of this MOU

- All positions shall receive a 2.0% wage increase
 - Information Technology Technician classification shall receive a 4.0% equity adjustment for a total of 6.0%.
 - Senior Information Technology Analyst classification shall receive an 8.0% equity adjustment for a total adjustment of 10.0%.

2) Fiscal Year 2020-2021:

- Effective July 1, 2020, all positions shall receive a 2.0% wage increase.

3) Fiscal Year 2021-2022:

- Effective July 1, 2021, all positions shall receive a 2.0% wage increase.

C. Retirement

- 1) The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund as provided for in 7.C.2 below. All references to "PEPRA" shall mean the Public Employees' Pension Reform Act as enacted in 2013.

2) Employee PERS Contribution and PERS Cost Sharing

PERS Classic Employees (per 2013 PEPRAs regulations)

| | |
|---|-------------|
| Employee Paid Member Contribution | 8.0% |
| Employee Cost Share of City's PERS Cost | <u>8.4%</u> |
| TOTAL: | 16.4% |

PERS New Members (per 2013 PEPRAs regulations)

| | |
|---------------------------------------|--------------|
| Employee Paid Member Contribution | 6.25%* |
| Employee Cost Share of City PERS Cost | <u>8.40%</u> |
| TOTAL: | 14.65% |

*Pursuant to PEPRAs regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CTFP prior to implementation of any rate changes to New Employee EPMC.

- 3) The Employee Cost-Sharing amounts specified in 7.C.2 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRAs regulations.
- 4) For all employees classified as "PERS Classic Employees" (per 2013 PEPRAs regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.
- 5) For all employees classified as "PERS New Members" (per 2013 PEPRAs regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

D. Credit for Unused Sick Leave

- 1) The City shall continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

E. Deferred Compensation

Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred compensation program is subject to I.R.S. Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

| City's Matching Contribution/Payment | Maximum City Payment |
|---|----------------------|
| (City/Employee) | |
| 1:1 | 3% |

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

8. Health, Life, and Dental Insurance Compensation

A. The City and CTFP agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City

will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

B. Health Premium Waiver Incentive

1. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.

2. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

| | |
|----------------------------------|----------|
| • Employee Only | \$362.00 |
| • Employee + Child(ren) | \$322.00 |
| • Employee + Spouse | \$309.00 |
| • Employee + Spouse + Child(ren) | \$265.00 |

3. Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses the employee's alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

4. Any Changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

C. Supplemental Life Insurance

Throughout the term of this agreement, the City shall make available to employees in this unit supplemental life insurance coverage. It is understood and agreed that the premiums for such coverage shall be paid for exclusively by the

employees who elect the supplemental life insurance coverage. Payment of the premiums for this coverage shall be made through employee payroll deductions.

The City shall be responsible for selecting the life insurance provider. Prior to selecting a provider, the City shall consult with CTFP representatives.

D. State Disability Insurance

The members of CTFP agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by CTFP that the City allows State Disability as a non-vested benefit to be available to CTFP members provided the City does not incur a contribution obligation.

9. Holidays

A. The holidays listed below will be recognized as eight (8) hour holidays during the existence of this MOU, except for Subdivision 10, which will be recognized as a four (4) hour holiday:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. The latter four (4) hours of one workday between December 24 and December 31. In order to maintain operations, Department Heads shall have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.
11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and the employer.

B. Whenever any such above-described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.

C. Employees may request and may receive Good Friday off provided they have either adequate compensatory time off accrued, or accrued vacation time, or are granted leave without pay per the City's Personnel Rules and Regulations.

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

E. Employees required to work a full day on a recognized holiday shall be paid for the holiday; plus, an additional payment at time and one-half of the appropriate straight time rate of pay (i.e. 2-1/2 times the usual straight time rate).

F. Employees required to report to a worksite on a recognized holiday for less than a full day shall be paid a minimum of three (3) hours at 2-1/2 times the employee's usual straight time rate of pay.

G. Employees in I.T. who are assigned to be on standby for the holidays stated below shall receive \$100.00 differential pay. The additional pay is only for the actual holiday, which may or may not be the City observed holiday:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King, Jr. Day)
- Third Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- December 25 (Christmas Day)

10. Sick Leave

A. Employees will receive eight (8) hours sick or accident allowance for each full month of employment (based on date of hire) up to a total of ninety-six (96) hours allowance per calendar year. Such allowance is cumulative from year to year.

Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.

Sick Leave benefits are payable only for an employee's regularly scheduled work days on which the employee is unable to work as a result of the employee's illness or accident.

The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full days.

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may opt to either receive a cash payback of a portion of the unused sick

leave accumulated during the previous 12 month period, or have the cash payback directly deposited into their deferred compensation account. The payment shall be paid once a year, on the first paycheck after November 16. The hours available for payback shall be based on the following schedule:

| Number of Sick Leave Hours Used During Preceding 12 Month Period | Number of Cash-out Hours Available | Percent of Cash-Out |
|--|---------------------------------------|------------------------|
| 0 | 96 | 50% |
| 0+ to 8 | 88 | 45% |
| 8+ to 16 | 80 | 40% |
| 16+ to 24 | 64 | 35% |
| 24+ to 32 | 56 | 30% |
| 32+ to 40 | 48 | 25% |

The remaining portion of unused sick leave hours shall continue to accumulate.

B. Medical Appointments

Employees may use earned sick leave days for medical, chiropractic, dental and therapy appointments with the approval of the Department Head or the Department Head's designee.

C. Sick – Leave Cash-Out at Time of Retirement

1. Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of up to 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash-out.
2. Employees wishing to participate in this benefit shall notify the Personnel / Risk Management Division of their intention within thirty (30) days of their retirement date by completing a Sick Leave Cash-Out Benefit form.
3. Unused sick leave hours will be cashed-out as noted above. The sick leave hours that remain after the cash-out will be certified to PERS for the benefit known as "Credit for Unused Sick Leave."

11. **Family Illness Leave**

A. An employee shall be entitled to twenty-four (24) work hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and

compassion to a member of the employee's immediate family who is suffering from an injury or illness. However, the necessity for the employee's presence may, in the discretion of the City Manager or the City Manager's authorized agent, be required to be verified by a doctor's certificate.

For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mother/father-in-law, sister/brother-in-law, son/daughter-in-law, or legal dependent of the employee. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

B. Family Illness Leave Act - The City and CTFP agree to comply with the legal requirements of "The Family and Medical Leave Act of 1993" (FMLA), as amended and "The California Family Rights Act of 1991" (CFRA), as amended (collectively referred to as the "ACTS") and detailed in the City of Clovis Administrative Memo 94-2, as amended.

All unit members have been properly noticed concerning their rights and the City's policy regarding their entitlements under the ACTS by provision of a copy Administrative Memo 94-2 as amended and that all time off for reasons covered under the ACTS (including workers' compensation absences) is designated FMLA/CFRA leave and counts towards their entitlement under both ACTS.

Employees who take leave under the ACTS on an Intermittent or Reduced Leave Schedule when their available paid leave balances have been exhausted will receive their negotiated benefits on a proportionate basis, based on the average number of hours they worked in a pay period compared to the number of hours not worked. For example, an employee who works 40 hours in an 80 hour pay period, will receive 50% accrual of sick leave and vacation time, and will be paid for one-half of a day for any holidays during that pay period.

12. Vacation

Employees in this unit shall earn vacation credit on the following basis:

| Years of Service | Accrual |
|---------------------------|--|
| 1 through end of year 7 | 5 hours posted on each pay period to a maximum of 280 hours |
| 8 through end of year 14 | 6 hours posted on each pay period to a maximum of 328 hours |
| 15 through end of year 19 | 6.667 hours posted each pay period to a maximum of 360 hours |
| 20 Years or more | 8 hours posted on each pay period to a maximum of 360 hours |

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as defined in Section 23, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

13. Overtime

Overtime will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight hours in a day. Employees who work an alternate work schedule, (i.e., "4-10" or "9-80") shall earn overtime for hours actually worked in excess of their normal shift. Overtime hours must be approved in advance by the employee's supervisor.

14. Specialty Pay

A. Acting Supervisor Pay – Employees in this Unit shall receive a salary increase equivalent to "A" step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) working hours within a seven (7) day period. All out-of-class work assignments, including the length of the assignment, shall be in accordance with CalPERS rules and regulations.

B. Cell Phone Stipend – Employees in the Information Technology Services Division who are required by their supervisor to utilize a cell phone during the course of performing their assigned duties shall receive a monthly stipend of \$50.00 for using their personal cell phone in lieu of receiving a City-issued cell phone. Employees must provide their supervisor(s) with their cell phone number. Employees must respond to work-related cell phone communications in a reasonable time. In addition, the employee's cell phone must:

- Function throughout Clovis;
- Be capable of sending / receiving texts, phone messages, and photos.

C. I.T. Certification Pay – I.T. employees who maintain the following certifications shall receive \$50.00 per month per certification up to a maximum of \$150.00 per month. In cases where the mid / advanced level certification requirements include the entry / mid-level criteria, the Department Head may authorize up to \$100.00 per month for a mid-level certification and up to \$150.00 per month for an advanced level certification. The employee is responsible for maintaining certifications and for providing re-certifications to the employee's immediate supervisor. Within budgetary limits, the City will reimburse I.T. employees the costs associated with passing initial and recertification examinations.

Microsoft Certifications

- Entry Level – Microsoft Technology Associate (MTA) – Infrastructure or Database tracks.
- Mid-Level – Microsoft Certified Solutions Associate (MCSA) – Windows, Server or Database tracks.

- Advanced Level – Microsoft Certified Solutions Expert (MCSE) – Infrastructure, Database or Business Productivity.

Cisco Certifications

- Entry Level – Cisco Certified Entry Networking Technician (CCENT)
- Mid-Level – Cisco Certified Networking Associate (CCNA)
- Advanced Level – Cisco Certified Networking Professional (CCNP)

VM Ware Certifications

- Entry Level – VMware Certified Associate (VCA)
- Mid-Level – VMware Certified Professional (VCP)
- Advanced Level – VMware Certified Advanced Professional (VCAP)

Computing Technology Industry Association (CompTIA) Certifications

- CompTia A+ (Desktop Support certification)
- CompTia Network+ (Network Support Technician certification)

D. In order to maintain certification pay, employees must:

- Renew the certificate(s) as required by the certifying agency / organization; or,
- Complete required continuing education units (CEU) if applicable; or,
- Obtain a current certification at least every three (3) years if the certification(s) does not expire.

E. Accounting Certification Pay – Accounting employees shall receive \$200.00 per month for maintaining an active Certified Public Accountant license.

F. Payroll Certification Pay – Finance employees assigned to administering payroll shall receive \$100 per month for maintaining an active Certified Payroll Professional certification.

G. Additional certifications may become eligible for certification pay under this Section as determined by the Department Head.

15. Compensatory Time-Off

The City may allow compensatory time off (CTO) in lieu of overtime. The City shall have the choice in the manner of compensation, i.e., cash or CTO. The number of CTO hours an employee may accumulate shall be at the discretion of the employee's Department Head.

Employees shall be allowed to cash-out up to 80 hours of their accumulated CTO during the first pay period in December. Employees wishing to cash-out CTO must

notify the Finance Department in writing by November 15 of their desire to cash-out CTO and how many hours they wish to cash-out.

16. Bereavement Leave

An employee shall be entitled to forty (40) excused hours with pay on an annual basis to attend the funeral of any member of the employee's immediate family. For the purpose of this Section, the term "immediate family" shall include the husband, wife, registered domestic partner, father/step, mother/step, brother/step, sister/step, child/step, mother-in-law, father-in-law, grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal dependents of such employee. The City will take all reasonable steps to accommodate an employee's work schedule so the employee may attend the funeral of an immediate family member. Also, at the sole discretion of the City, this definition may be amended, on an individual basis to include any other relative.

17. Leave of Absence Without Pay

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or accrual of seniority for not to exceed three (3) months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) months) upon the mutual agreement of the City and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.

B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City Manager or the City Manager's authorized representative.

18. Minimum Callback Pay

An employee in this unit who is called back to work outside of the employee's regularly scheduled shift shall be paid a minimum of three (3) hours at the employee's overtime rate. The employee shall have the option of choosing overtime pay or CTO as compensation for callback duty.

19. Standby Time

A. Employees in the Information Technology Division who have been directed by their supervisor to remain available for possible callback to work shall receive compensation for Standby Time for the period of time the employees are on standby status, exclusive of holiday pay. In order to be compensated for Standby Time, an employee must:

1. Be notified by their supervisor that the employee has been assigned to Standby Time; and,
2. Remain within reach by telephone or pager during the period in which they are assigned to Standby Time; and,
3. Be able to respond immediately to the call and begin working on resolution within 30 minutes of notification during the period in which they are assigned to Standby Time.

B. Employees assigned to Standby Time will be paid a premium of 30% of their weekly salary for each week they are assigned to standby status. Standby time of less than or more than one week will be compensated on a pro rata basis,

C. For each call received while on standby, the employee will be paid a minimum of one quarter hour (15 minutes) at the employee's overtime rate. Actual time worked in excess of the initial quarter hour shall be paid in 15 minute increments for the time logged. Additional calls received within 15 minutes of the initial call shall be compensated as part of the initial call.

20. Mileage

The City shall pay the current City standard mileage reimbursement rate, as determined by the Internal Revenue Services, for use of an employee's vehicle for authorized City business. Such use shall be in conformance with City practices and policies.

21. Jury Duty

The provisions of the City's Personnel Rules and Regulations, which pertain to Jury Duty, shall be applicable to employees covered by this MOU. While serving on jury duty, employees will continue to be paid by the City on the basis of a forty (40) hour work week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received by the employee from the court be turned over to the City.

22. Grievance Procedure

The City and CTFP agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until appropriately modified at the initiation of the City.

Policy Statement

CTFP employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the Personnel Officer.

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

Definition of Terms: As used in this Section, the following words shall have the designated meanings:

1. **Grievance:** A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.

2. **Conferee:** A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.

3. **Aggrieved Party:** Aggrieved party is the employee or group of employees or City making the claim.

4. **Days:** The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedures: Any grievance of a disciplinary matter may be brought before the Personnel Commission according to the manner and procedures specified in the City's Personnel Rules and Regulations, shall proceed according to the below-described manner and procedure:

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee

becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

b. Level Two - Personal Conference Upon Written Claim With Immediate Supervisor: an aggrieved party may then submit his claim in writing to his supervisor. The written claim must be submitted to the immediate supervisor no more than fifteen (15) days past the date of the Level One discussion. This fifteen (15) day time period does not begin to run against an employee who is off duty on an approved absence, until that employee returns to duty. The parties should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

1. A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
2. A description of the general and specific grounds for the grievance.
3. A listing of the specific actions and events alleged to be in violation (including witnesses).
4. A statement of the reasons why the specific actions identified above are in violation of this Section.
5. A listing of the specific actions which the aggrieved employee believes would best remedy his grievance.

Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. If the aggrieved party is not satisfied with the results of this personal conference with the immediate supervisor, which must be announced within fifteen (15) days, the aggrieved party must then file a written complaint with the aggrieved party's department head within fifteen (15) days of receiving the notice from the immediate supervisor.

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to his Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with the department head, which results must be announced within fifteen (15) days of the conference, the aggrieved party must then file a written appeal as provided for in Level Four.

d. Level Four – Assistant City Manager/Board of Review: The aggrieved party may appeal the decision within ten (10) days after the decision has been provided at Level Three by filing a request for a hearing. Requests for hearing and final decision before the Assistant City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

1. The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim filed at Level Two and Level Three.

2. The Board of Review or Assistant City Manager shall have available to it all documents relating to the complaint and any City records that would be helpful in resolving the problem.

3. After studying the documentary evidence, the Board of Review shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.

4. Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the written findings of facts and written decision to both the City and the aggrieved party.

5. The Board of review shall be made up of three members, one selected by the Grievant, one selected by the City and the third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

Level Five - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from Level Four, the City Manager shall investigate and confer with the parties involved. The aggrieved party, at their own discretion, may bring in a conferee. The City Manager shall thereafter communicate a final and conclusive decision in writing together with supporting reasons, to the Grievant, within twenty (20) days of concluding the investigation of the matter.

General Provisions: To facilitate this procedure, the following provisions shall apply:

1. Any party to a grievance may, at any point in the process outlined, have a conferee.

2. Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.

3. Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all

parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.

4. All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide implications shall be communicated to all certified personnel in an objective and impersonal manner.

5. The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessarily indicate agreement to the factual content.

6. Any costs of operating the grievance procedure shall be borne jointly by the City and the Grievant.

7. By mutual written agreement, the time limit at any Level may be extended.

8. The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

23. Lay-Off

A. The provisions of this article shall apply when the City institutes lay-off of bargaining unit employees pursuant to the City's Personnel Rules and Regulations.

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify CTFP of its intention to make lay-offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

C. Notification: Employees to be laid-off shall be given at least thirty (30) calendar day's prior notice. Prior to lay-off, the City shall issue a statement to the affected employee concerning the performance of the employee. If the performance of

the affected employee has been certified as "satisfactory" or better, based on the employee's last two performance evaluations, the name of the laid-off employee shall be placed on the appropriate reemployment list. If the performance of the laid-off employee is certified as not being "satisfactory" or better, the affected employee's name shall not be placed on a reemployment list.

D. Order of Layoff: Employees shall be laid-off in the inverse order of their seniority with the City, within the classifications subject to lay-off(s). The City Manager shall determine in which classifications the lay-off(s) shall occur, based on the needs of the City. Seniority shall be determined based upon date of hire to a permanent, full-time position with the City. Within each classification, employees shall be laid-off in the following order:

1. Temporary Employees
2. Contractual Employees
3. Permanent Part-Time Employees
4. Probationary Employees
5. Permanent Employees

E. In cases where there are two or more employees in the classification from which the lay-off is to be made who have the same seniority date, such employees shall be laid-off on the basis of the last evaluation rating in the classification, provided that such rating has been on file at least thirty (30) days and no more than twenty-four (24) months prior to lay-off. In such cases, the employee(s) with the lower evaluation rating will be laid-off first.

F. Bumping: An employee designated to be laid-off may bump into the next lower classification within their classification series, provided that they have seniority over the person being bumped. An employee who is bumped shall be laid-off in the same manner as an employee whose position is abolished.

G. Reemployment List: Employees who are laid-off and who have been certified by the City as providing "satisfactory" performance or better, shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first. Seniority shall be determined by the length of time an employee worked for the City in a permanent, full-time position.

Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

A laid-off employee who is reemployed to a position in which the employee had regular status shall not be required to serve a new probationary period but shall be required to meet minimum standards for the position. A laid-off employee who is reemployed to a position in which the employee did not have regular status shall be

required to serve a new probationary period and meet the minimum standards of the position. Employees who do not pass the requisite probation in another class will be returned to the reemployment list for the class from which they were laid-off. They will be returned to the same position on the reemployment list they occupied at the time of lay-off.

Employees who are reemployed shall have their sick leave balances restored to the amount prior to lay-off, accrue vacation leave at the same rate as prior to lay-off, and be placed at the same salary step if reemployed to the same classification from which the employee was laid-off. Upon recall, the City will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's lay-off period.

Non-Discrimination: The City agrees that lay-offs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, physical disability or any other legally protected class.

24. Fitness for Duty Examinations

A. In the event the Department Head has reason to believe that an employee is not physically and/or mentally capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to the employee, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing the Department Head's decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

25. Military Leave

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

Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year pursuant to state law.

26. Professional Development

The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses

leading to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associate's, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

27. Time Bank

A. Employees may donate two (2) hours of vacation time each year to the CTFP Administrative Board Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by CTFP elected officers to attend to CTFP business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CTFP with quarterly information regarding the available balance in the Time Bank and hours utilized.

B. The CTFP President shall authorize the use of Time Bank hours for the elected officers of CTFP. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the CTFP President shall provide the City Manager or designee with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

C. CTFP agrees to indemnify and hold harmless the City of Clovis, its officers, agents and employees from any claims or liability arising from the use of the Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that CTFP personnel utilizing Time Bank hours shall be representing CTFP and not the City of Clovis during the time that Time Bank hours are being utilized. It is further understood that the use of Time Bank hours shall not constitute "time worked" for the purposes of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.

28. Workweek

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

29. Flexible Work Schedules

The City will analyze and respond within ninety (90) days to written proposals from CTFP regarding alternative employee work schedules. Such proposals shall be

designed with the primary concerns of saving operating costs and enhancing City service level.

30. Maintenance of Operation

CTFP agrees that for the term of this MOU neither CTFP nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

31. Conclusively

It is understood and agreed to that all documents including but not limited to written ordinances, resolutions, policies and procedures, employee rules and merit system rules and regulations which relate to wages, hours, and other terms and conditions of employment which are presently in effect are made part of this MOU by reference. Those items set forth specifically in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of CTFP and the City in a written and signed amendment to this Agreement.

CTFP and the City agree that during the negotiations which resulted in this MOU, each party had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, therefore, during the term of this Agreement, neither the City or CTFP shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.

Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify CTFP in writing of its intention to do so. If CTFP does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume CTFP does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CTFP will be offered the opportunity to meet and consult as soon as practicable.

32. Past Practices

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

33. Release Time

Authorized CTFP representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CTFP, and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release.

34. Sole Agreement

A. The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies.

B. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the CTFP. Any such changes validly made shall become a part of this MOU and subject to its terms.

C. The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

D. In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU. Should a policy within the MOU become void as outlined above, either the City or CTFP may institute the meet and confer process in regard to instituting a substitute item.

35. Term of Memorandum of Understanding

This MOU shall remain in effect for the period of July 1, 2019 through June 30, 2022. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

The City and CTFP acknowledges that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.

The CTFP membership has ratified the contents of this MOU, by their affirmative vote, on or about June 17, 2019. The City Council approved the provisions of this MOU on July 1, 2019.

For the CITY:

Luke Serpa, City Manager

Shonna Halterman, Lead City Negotiator

Lori Shively, City Negotiator

Jesse Velez, City Negotiator

Andy Soldo, City Negotiator

For CTFP:

Bill Fox, CTFP President

Chris Krahn, CTFP Negotiator

Ryan Taylor, CTFP Neogtiator

Hung Vu, CTFP Negotiator

ATTEST: _____
John Holt, City Clerk

Date: _____

**Side Letter Agreement to the 2019-2022 Memorandum of Understanding
Between the City of Clovis and CTFP**

Within 120 days of the execution of this MOU, the City agrees to draft a policy related to employee remote work for CTFP members. The City and CTFP may meet regarding the impacts of said policy.

During the term of this 2019-2022 agreement, in the event another employee bargaining unit or unrepresented group of full-time employees receives any across the board salary increase(s) (exclusive of equity adjustments, salary range compaction mitigation, etc.) from the City that exceeds the across the board salary increases received by this unit, the City agrees to provide the higher across the board increase to the CTFP unit as well.

For the CITY:

Luke Serpa, City Manager

Shonna Halterman, Lead City Negotiator

Lori Shively, City Negotiator

Jesse Velez, City Negotiator

Andy Soldo, City Negotiator

For CTFP:

Bill Fox, CTFP President

Chris Krahn, CTFP Negotiator

Ryan Taylor, CTFP Neogtiator

Hung Vu, CTFP Negotiator

ATTEST: _____
John Holt, City Clerk

Date: _____



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Public Safety Employees Association

ATTACHMENTS: Resolution 19-____
Exhibit A – CPSEA MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Public Safety Employees Association (CPSEA) Bargaining Unit, for the term of July 1, 2019 through June 30, 2022.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CPSEA bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the CPSEA MOU.

BACKGROUND

The 2016-2019 MOU between the City and CPSEA will expire on June 30, 2019. The City's negotiating team and CPSEA representatives have recently concluded negotiations for a successor MOU. A summary of the substantive changes in the proposed MOU is below:

- Revisions to dues and union access in compliance with SB866 and AB119 (pages 2-3).

- Salary increases as follows:
 - FY 2019-20: 2.0% wage increase
 - The Property and Evidence Technician classification shall receive a 1.25% equity adjustment, for a total of 3.25% wage increase
 - The Animal Control Officer shall receive a 1.5% equity adjustment, for a total of 3.5% wage increase
 - The Police Service Officer classification shall receive a 2.75% equity adjustment, for a total of 4.75% wage increase
 - FY 2020-21: 2.0% wage increase
 - FY 2021-22: 2.0% wage increase
- Animal Control Officers are eligible to receive training pay premium of 7.5% (page 12).
- Foreign language stipend of \$100 per month was expanded to all members of this unit, not just field or dispatch (page 12).
- A prior side letter agreement was embedded into the MOU that related to animal services employees who take an animal home to care for (page 12).
- One CSO/PSO funded by a Planning Neighborhood Services grant, and one CSO/PSO position assigned to investigations shall each receive \$100.00 per month (page 12).
- Minimum callback pay for CSO's and PSO's were revised to be same of (4) hours at overtime rate (page 13).
- A prior side letter agreement was embedded into the MOU that related to animal services employees standby time of one (1) hour overtime in the event of a severely injured animal who may require euthanasia (page 13).
- A prior side letter agreement was embedded into the MOU that related to firearm pay of \$100.00 for CSO's or PSO's who are required to carry a firearm in the course of their duties (page 14).
- Grandchildren, brother/sister-in-law, and son/daughter-in-law was added to the immediate family definition for bereavement leave (page 12).
- The uniform allowance for Animal Control Officer was increased from \$500.00 to \$900.00 and expanded to include CSO's (page 20).
- Revisions to the professional development section related to tuition reimbursement. Provides for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus \$2,000 for books and materials, to attain college degrees (page 20-21).

The CPSEA membership ratified the terms of the proposed MOU on or about June 24, 2019.

FISCAL IMPACT

The proposed amendments to the CPSEA MOU will result in approximate net increased salary costs of \$415,256 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and CPSEA maintains reasonable wages and working conditions for employees in the CPSEA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution. The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City's ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and CPSEA representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director 

RESOLUTION 19-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS PUBLIC SAFETY EMPLOYEES ASSOCIATION
BARGAINING UNIT**

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Public Safety Employees Association (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CPSEA Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Public Safety Employees Association bargaining unit for the term of July 1, 2019 through June 30, 2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS PUBLIC SAFETY EMPLOYEES
ASSOCIATION**

July 1, 2019 through June 30, 2022

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Introduction

The representatives of the City of Clovis (City), and the representatives of the Clovis Public Safety Employees Association (CPSEA), having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Clovis and to the general membership of the bargaining unit that the following Memorandum of Understanding (MOU) be adopted and that the wages, hours, and other terms and conditions of employment in this exclusive agreement be implemented.

1. Unit Description

A. Recognition of Exclusive Representative: The City agrees to acknowledge, pursuant to Sections 3500 et seq of the California Government Code, CPSEA as the exclusive recognized employee organization representing full-time non-management, clerical, technical and service, permanent and probationary employees in the listed paragraph B below, until such time as CPSEA fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, CPSEA shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the CPSEA organization. Nothing in this article shall be construed as violative of any requirement or provision of the Meyers-Milias-Brown Act.

B. Description of the Bargaining Unit. The unit shall consist of all full-time permanent and probationary employees in the following classifications:

- | | |
|---------------------------------|---|
| 1. Animal Services Aide | 9. Property and Evidence Technician |
| 2. Animal Control Officer | 10. Senior Systems Video Analyst |
| 3. Crime Specialist | 11. Systems Video Technician |
| 4. Community Services Officer | 12. Senior Fire Prevention Officer |
| 5. Fire Code Compliance Officer | 13. Digital Forensic Analyst |
| 6. Fire Prevention Officer | 14. Senior Property and Evidence Technician |
| 7. Lead Police Services Officer | |
| 8. Police Services Officer | |

C. New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU. The City shall notify CPSEA in writing whenever new classifications are assigned to the CPSEA bargaining unit. Such notification shall be provided prior to Council adoption of a new classification.

2. Purpose

It is the purpose of this MOU to provide for a harmonious relationship between the City and the employees covered by this MOU, and to provide an orderly and equitable method of resolving any differences which may arise regarding wages, hours and other terms and conditions of employment. Nothing in this MOU shall preclude City from recognizing in accordance with City policy any employee whose performance is determined by City to be outstanding.

3. City Rights

Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City, including the following specific rights:

- 1) Direct the work of its employees.
- 2) Hire, promote, demote, transfer, assign and classify employees within the City, and to determine the mission of its divisions and departments, and its budget, organization, and number of employees.
- 3) Discipline employees according to applicable regulations and MOU provisions.
- 4) Take actions as may be necessary to carry out the mission of the agency in emergencies.
- 5) Determine the methods, means and personnel by which operations are to be carried on.
- 6) Determine its budget, organization, merits, necessity and level of any activity or service provided to the public.

4. Employee Rights

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

5. Dues Deduction

Payroll deductions/dues shall be in accordance with applicable law.

6. Union Access

The City and CPSEA agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Associations represented employees that are newly hired and for existing employees.

Access to employee new hire orientations:

- At least ten (10) days prior to the new hire orientation the Union President will receive an e-mail notification of the orientation date and time. Only one notification will be sent out. The Union will be responsible for attending the orientation. Personnel will not follow up after the first notification.
- The amount of Union Representatives present during the orientation is limited to two representatives.
- Time allotted for union access during the orientation will be 15 minutes. The total time that the Union representative spends away from work shall not exceed 45 minutes.
- Orientations are usually on the 1st and 16th of the month. If the 1st or 16th is on a weekend or a holiday the orientation will be on the first working day after the 1st or 16th.
- The City will reserve the right to hold the orientations on different days in case of an unusual situation.
- If mutually agreed upon the ten day notification can be reduced to allow the new hire an earlier start date.
- Orientation time may vary depending on staffing levels and number of employees attending the orientation.

Access to new hire employee personal information:

Personal information on new hires will be distributed to the Union President within 30 days after date of hire as required by the law. The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information.

Access to current employee personal information:

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

Opt-Out Provision

If the employee opts out and does not want their personal information distributed, the City will send the Association the employee's name, work phone, job title, and work location.

7. Non-Discrimination

The City and CPSEA agree not to discriminate against any employee in accordance with applicable laws.

8. Wage Scale and Retirement Contributions

A. Wage Scale - The City shall implement and maintain the wage scale for all positions represented in this bargaining unit shown in Exhibit A-C, attached.

B. Wage Adjustment - The City will implement the following wage increases during the term of this agreement:

1. Fiscal Year 2019-2020:

- All positions shall receive a 2.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.

- The Property and Evidence Technician classification shall receive a 1.25% equity adjustment, for a total of 3.25% wage increase, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.

- The Animal Control Officer shall receive a 1.5% equity adjustment, for a total of 3.5% wage increase, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.

- The Police Service Officer classification shall receive a 2.75% equity adjustment, for a total of 4.75% wage increase, effective on the first day of the first payroll period following CPSEA ratification and City Council approval of this MOU.

2. Fiscal Year 2020-2021:

- Effective July 1, 2020, all positions shall receive a 2.0% wage increase.

3. Fiscal Year 2021-2022:

- Effective July 1, 2021, all positions shall receive a 2.0% wage increase.

C. Retirement

1. The City shall, during the term of this agreement, pay the rate prescribed for employer contributions into the PERS fund in accordance with the rules and regulations governing such employer contributions. Employees shall make contributions into the PERS fund as provided for in 8. C. 2 below. All references to "PEPRA" shall mean the Public Employees' Pension Reform Act as enacted in 2013.
2. Employee PERS Contribution and PERS Cost Sharing

PERS Classic Employees (per 2013 PEPRA regulations)

| | |
|---|-------------|
| Employee Paid Member Contribution | 8.0% |
| Employee Cost Share of City's PERS Cost | <u>8.4%</u> |
| TOTAL: | 16.4% |

PERS New Members (per 2013 PEPRA regulations)

| | |
|---------------------------------------|--------------|
| Employee Paid Member Contribution | 6.25%* |
| Employee Cost Share of City PERS Cost | <u>8.40%</u> |
| TOTAL: | 14.65% |

*Pursuant to PEPRA regulations, the PERS New Member Employee Paid Member Contribution (EPMC) is subject to change and may increase. If such changes occur, the City will notify CPSEA prior to implementation of any rate changes to New Employee EPMC.

3. The Employee Cost-Sharing amounts specified in 8. C. 2 above shall apply to employees classified as "PERS Classic Employees" and to employees classified as "PERS New Members", as defined by 2013 PEPRA regulations.
4. For all employees classified as "PERS Classic Employees" (per 2013 PEPRA regulations) the City will continue to provide the benefit known as "PERS single Highest Year Benefit" throughout the term of this agreement.
5. For all employees classified as "PERS New Members" (per 2013 PEPRA regulations), the City will continue to provide the benefit known as "PERS 3 Year Final Compensation".

D. Credit for Unused Sick Leave

1. The City shall continue to provide the PERS benefit known as "PERS Credit for Unused Sick Leave (Govt. Code Section 20965).

E. Step Increases - The City shall maintain its current five (5) step salary plan during the term of this MOU.

F. Deferred Compensation

Unit members who have completed their initial probationary period may elect to participate in a deferred compensation program that includes a City matching contribution. However, unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred compensation program is subject to I.R.S. Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

| City's Matching Contribution/Payment | Maximum City Payment |
|---|----------------------|
| (City/Employee) | |
| 1:1 | 3% |

If the maximum dollars available for the contributory deferred compensation program for this unit are not utilized in any fiscal year, the remaining dollars shall be applied to health insurance rates for this unit only. The total unit wage subject to the deferred compensation matching program will be compared to the actual dollars spent by the City on the program to determine any unspent dollars available during the preceding fiscal year.

9. Health, Life, and Dental Insurance Compensation

A. The City and CPSEA agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.

The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.

If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement. The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.

The benefits provided under this section shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

B. Health Premium Waiver Incentive

1. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.

2. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

| | |
|----------------------------------|----------|
| • Employee Only | \$362.00 |
| • Employee + Child(ren) | \$322.00 |
| • Employee + Spouse | \$309.00 |
| • Employee + Spouse + Child(ren) | \$265.00 |

Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses

their alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

Any Changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

C. Supplemental Life Insurance

Throughout the term of this agreement, the City shall make available to employees in this unit supplemental life insurance coverage. It is understood and agreed that the premiums for such coverage shall be paid for exclusively by the employees who elect the supplemental life insurance coverage. Payment of the premiums for this coverage shall be made through employee payroll deductions.

The City shall be responsible for selecting the life insurance provider. Prior to selecting a provider, the City shall consult with CPSEA representatives.

D. State Disability Insurance

The members of CPSEA agree to pay for State Disability Insurance premiums for a minimum of two calendar years in accordance with the State Unemployment Insurance Code Rules and Regulations. It is further understood by CPSEA that the City allows State Disability as a non-vested benefit to be available to CPSEA members provided the City does not incur a contribution obligation.

10. **Holidays**

A. The holidays listed below will be recognized as eight (8) hour holidays during the existence of this MOU, except for Subdivision 10, which will be recognized as a four (4) hour holiday:

1. New Year's Day (January 1)
2. Martin Luther King Jr. Day (3rd Monday in January)
3. All President's Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (as declared in November)
9. Friday after Thanksgiving Day
10. The latter four (4) hours of the workday before Christmas Day or New Year's Day. In order to maintain operations, Department Heads shall

have discretion over scheduling which day employees select, i.e., Christmas Day or New Year's Day.

11. Christmas Day (December 25)
12. One (1) floating day to be used for employee birthday or any other work day selected by mutual agreement of the employee and the employer.

B. Whenever any such above-described recognized holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Whenever any such above described recognized holiday falls on a Sunday, the following Monday shall be considered a holiday.

C. Employees may request and may receive Good Friday off provided they have either adequate compensatory time off accrued, or accrued vacation time, or are granted leave without pay per the City's Personnel Rules and Regulations.

D. An employee shall be paid for each of the above holidays only when the employee is on a paid status the work day prior to and the work day immediately after the holiday. Paid status shall mean the employee is on approved vacation leave, sick leave, holiday, compensatory time off, bereavement leave, jury duty or actually at work.

E. Whenever an employee is required to work on a recognized holiday, the employee shall be paid at straight time, plus one and one-half times their rate of pay for every hour actually worked with a two (2) hour minimum.

11. Sick Leave

A. Employees will receive eight (8) hours sick or accident allowance for each full month of employment (based on date of hire) up to a total of ninety-six (96) hours allowance per calendar year. Such allowance is cumulative from year to year.

Sickness or accident benefit payments, including workers' compensation payments, for any work week shall not exceed an employee's normal straight time weekly earnings.

Sick Leave benefits are payable only for an employee's regularly scheduled work days on which the employee is unable to work as a result of the employee's illness or accident.

The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full days.

After an employee in this unit accumulates 192 hours of unused sick leave, the employee may receive a cash payback of a portion of the unused sick leave accumulated during the previous 12 month period. The payment shall be paid once

a year, on the first paycheck after November 16, and the hours available for payback shall be based on the following schedule:

| Number of Sick Leave Hours Used During Preceding 12 Month Period | Number of Cash-out Hours Available | Percent of Cash-Out |
|--|---------------------------------------|------------------------|
| 0 | 96 | 50% |
| 0+ to 8 | 88 | 45% |
| 8+ to 16 | 80 | 40% |
| 16+ to 24 | 64 | 35% |
| 24+ to 32 | 56 | 30% |
| 32 + to 40 | 48 | 25% |

The remaining portion of unused sick leave hours shall continue to accumulate.

B. Medical Appointments

Employees may use earned sick leave days for medical, chiropractic, dental and therapy appointments with the approval of the Department Head or the Department Head's designee. Employees may use one-half of annual accrued sick leave to care for immediate family (as defined in Section 12).

12. Family Illness Leave

A. An employee shall be entitled to twenty-four (24) work hours with pay in any one (1) calendar year for the purpose of providing personal care, attendance and compassion to a member of the employee's immediate family who is suffering from an injury or illness. An employee shall be entitled to up to forty (40) work hours with pay in any one (1) calendar year if travel is required outside of California. However, the necessity for the employee's presence may, in the discretion of the City Manager or the City Manager's authorized agent, be required to be verified by a doctor's certificate.

For the purposes of this Section, "immediate family" shall include the husband, wife, registered domestic partner as defined by the State of California, mother/step, father/step, brother/step, sister/step, child/step, grandparent, grandchildren, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, or legal dependent of the employee.

B. Family Illness Leave Act - The City and CPSEA agree to comply with the legal requirements of "The Family and Medical Leave Act of 1993" (FMLA), as amended and "The California Family Rights Act of 1991" (CFRA), as amended (collectively referred to as the "ACTS") and detailed in the City's Administrative Memo 94-2, as amended.

C. All unit members have been properly noticed concerning their rights and the City's policy regarding their entitlements under the ACTS by provision of a copy Administrative Memo 94-2 as amended and that all time off for reasons covered under the ACTS (including workers' compensation absences) is designated FMLA/CFRA leave and counts towards their entitlement under both ACTS.

D. Employees who take leave under the ACTS on an Intermittent or Reduced Leave Schedule when their available paid leave balances have been exhausted will receive their negotiated benefits on a proportionate basis, based on the average number of hours they worked in a pay period compared to the number of hours not worked. For example, an employee who works 40 hours in an 80 hour pay period, will receive 50% accrual of sick leave and vacation time, and will be paid for one-half of a day for any holidays during that pay period.

13. Vacation

Employees in this unit shall earn vacation credit on the following basis:

| Years of Service | Accrual |
|---------------------------|--|
| 1 through end of year 7 | 5 hours posted on each pay period to a maximum of 280 hours |
| 8 through end of year 14 | 6 hours posted on each pay period to a maximum of 328 hours |
| 15 through end of year 19 | 6.667 hours posted each pay period to a maximum of 360 hours |
| 20 Years or more | 8 hours posted on each pay period to a maximum of 360 hours |

The time at which the employee shall be granted a vacation is at the discretion of the Department Head. Employee seniority, as determined by an employee's length of time as a full-time employee of the City, shall govern selection of vacation time unless the needs of the City require a deviation from this procedure.

14. Overtime

Overtime will be paid at the rate of one and one-half times the normal rate of pay for all hours actually worked in excess of eight hours in a day. Employees who work an alternate work schedule, (i.e., "4-10" or "9-80") shall earn overtime for hours actually worked in excess of their normal shift. Overtime hours must be approved in advance by the employee's supervisor.

15. Specialty Pay

A. Employees in this Unit shall receive a salary increase equivalent to "A" step of the position being filled or a 5% salary increase, whichever is greater, above their regular salary when they are assigned by their supervisor to perform the majority of the duties of a supervisory position for at least forty (40) consecutive working hours.

B. Community Service Officers (CSO), Police Service Officers (PSO), and Animal Control Officers who are assigned by their supervisor to serve as trainers for a complete shift will receive a seven and one-half percent (7.5%) premium pay for each full shift they work as a trainer.

C. CPSEA members who possess non-English language skills that have been identified by the Department Head as beneficial to the Department shall receive a maximum of one hundred dollars (\$100.00) per month in addition to the employee's base salary. The city shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay.

D. Employees who with the approval of their supervisor, take an animal home overnight to provide needed care will receive two (2) hours of pay for that care. An employee who actually worked their full shift on that day will receive two (2) hours of pay at their regular overtime rate. If they have worked less than their full shift on that day, they will receive pay at their straight time rate until they reach the number of hours in their full shift.

E. One CSO/PSO position funded by the Planning Neighborhood Services grant, and one CSO/PSO position assigned to Investigations, shall each receive \$100.00 per month while actively assigned to the above position.

16. Compensatory Time-Off

A. The City may allow compensatory time off (CTO) in lieu of overtime. The City shall have the choice in the manner of compensation, i.e., cash or CTO. The number of CTO hours an employee may accumulate shall be at the discretion of the employee's Department Head, to a maximum of 240 hours.

B. Employees shall be allowed to cash-out up to 40 hours of their accumulated CTO during the first pay period in December; and, up to 40 additional hours of accumulated CTO during the first pay period in June. Employees wishing to cash-out CTO must notify the Finance Department in writing by November 15th and/or May 15th of their desire to cash-out CTO and how many hours they wish to cash-out.

17. Bereavement Leave

An employee shall be entitled to forty (40) excused hours with pay on an annual basis to attend the funeral of any member of the employee's immediate family. For the purpose of this Section, the term "immediate family" shall include the husband, wife, registered domestic partner as defined by the State of California, father/step, mother/step, brother/step, sister/step, child/step, mother-in-law, father-in-law grandparents, grandchildren, brother/sister-in-law, son/daughter-in-law, or legal dependents of such employee. The City will take all reasonable steps to

accommodate an employee's work schedule so the employee may attend the funeral of an immediate family member.

18. Leave of Absence Without Pay

A. The City Manager may grant a permanent or probationary employee a leave of absence without pay or accrual of seniority for not to exceed three (3) months. Leaves of absence without pay may be extended at three (3) month intervals (up to a maximum of nine (9) months) upon the mutual agreement of the City and the employee involved. No such leave shall be granted except upon written request of the employee setting forth the reason for the request, and the approval will be in writing. Upon expiration of the regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge, in the discretion of the City Manager.

B. The Department Head may grant a permanent or probationary employee a leave of absence without pay for a period not to exceed one (1) calendar week. Such leave shall be reported to the City Manager or the City Manager's authorized representative.

19. Minimum Callback Pay

An employee in this unit who is called back to work outside of the employee's regularly scheduled shift shall be paid a minimum of four (4) hours at their overtime rate when called back to work outside of their regularly scheduled shift hours. The employee shall have the option of choosing overtime pay or CTO as compensation for callback duty.

20. Standby Time

Animal Services Employees who are assigned by their supervisor to be on Standby Time for Emergency Animal Responses that could require euthanasia, shall receive a premium of one (1) hour at their regular overtime rate for each day they are assigned to Standby Time. Compensation for Emergency Animal Responses will be paid according to minimum call back pay in Article 19. An emergency Animal Response is defined as a call for service of an employee assigned to Standby Time involving a severely injured animal which may need to be euthanized. An employee assigned to Standby Time shall be available by telephone and be able to report to the worksite/incident scene within 30 minutes of notification.

21. Firearm Pay

Community Service Officers (CSO) or Police Service Officers (PSO) assigned to work in the jail or perform transport of those arrested are required to carry a firearm in the course of their duties. Those so assigned are authorized Firearm Pay of \$100 per month (\$50 per pay period). To qualify for this pay, the CSO or PSO must be assigned to work as a jailer or in the transport of arrestees, must have completed the PC832 Arrest and Firearms Course, and must maintain current Department firearm qualification.

22. Mileage

The City shall pay the current City standard mileage reimbursement rate, as determined by the Internal Revenue Services, for use of an employee's vehicle for authorized City business. Such use shall be in conformance with City practices and policies.

23. Jury Duty

The provisions of the City's Personnel Rules and Regulations, which pertain to Jury Duty, shall be applicable to employees covered by this MOU. While serving on jury duty, employees will continue to be paid by the City on the basis of a forty (40) hour work week, at their normal rate of pay, on condition that any compensation (in excess of mileage expenses) received by the employee from the court be turned over to the City.

24. Grievance Procedure

The City and CPSEA agree that all parties shall utilize the existing appeals mechanism provided for within the City's Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until appropriately modified at the initiation of the City.

Policy Statement

CPSEA employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the Personnel Officer.

Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.

Definition of Terms: As used in this Section, the following words shall have the designated meanings:

1. **Grievance:** A grievance is a good faith complaint of one or a group of employees or a dispute involving the interpretation, application, or enforcement of the express terms of this MOU and all other terms and working conditions of employment.

2. **Conferee:** A conferee is an individual who, at the request of the employee, is invited to participate in a grievance conference.

3. **Aggrieved Party:** Aggrieved party is the employee or group of employees or City making the claim.

4. **Days:** The term "days" shall, except when otherwise indicated, mean calendar days when the City offices are open.

Implementation Procedures: Any grievance of a disciplinary matter may be brought before the Personnel Commission according to the manner and procedures specified in the City's Personnel Rules and Regulations, shall proceed according to the below-described manner and procedure:

a. Level One - Oral Discussion With Immediate Supervisor: An aggrieved party shall orally present his grievance to his immediate supervisor within fifteen (15) days of the occurrence of the event being grieved, or within fifteen (15) days after the employee becomes aware of the event being grieved. The aggrieved party and the immediate supervisor should make every effort to resolve the difficulty in this manner.

b. Level Two - Personal Conference Upon Written Claim With Immediate Supervisor: an aggrieved party may then submit his claim in writing to his supervisor. The written claim must be submitted to the immediate supervisor no more than fifteen (15) days past the date of the Level One discussion. This fifteen (15) day time period does not begin to run against an employee who is off duty on an approved absence, until that employee returns to duty. The parties should make every effort to resolve the difficulty in this manner. The conciliatory efforts of conferees may be utilized at this stage as a substitute for or in conjunction with the aggrieved party. The aggrieved party's written claim should state his position clearly, and the background and reasons and the following items must be included:

- (1) A statement of the steps initiated by the aggrieved party to resolve the problem by informal means.
- (2) A description of the general and specific grounds for the grievance.
- (3) A listing of the specific actions and events alleged to be in violation (including witnesses).
- (4) A statement of the reasons why the specific actions identified above are in violation of this Section.
- (5) A listing of the specific actions which the aggrieved employee believes would best remedy his grievance.

Upon receiving the written claim, the immediate supervisor shall schedule a personal conference with the aggrieved party to resolve the grievance. If the aggrieved party is not satisfied with the results of this personal conference with his immediate supervisor, which must be announced within fifteen (15) days, he must then file a written complaint with his department head within fifteen (15) days of receiving the notice from his immediate supervisor.

c. Level Three - Personal Conference With Department Head: An aggrieved party may appeal the Level Two decision to his Department Head by filing a written complaint. Said complaint shall contain the same information as described above for the Level Two claim. It shall not be necessary to rewrite the above information. The City shall provide a form which may be used at Levels Two through Four. Upon receipt of the complaint, the Department Head shall schedule a personal conference with the aggrieved. At this conference, the attending aggrieved party and department head should make every effort to resolve the matter. If the aggrieved party is not satisfied with the results of this personal conference with this Department Head, which results must be announced within fifteen (15) days of the conference, he must then file a written appeal as provided for in Level Four.

d. Level Four – Assistant City Manager/Board of Review: The aggrieved party may appeal the decision within ten (10) days after the decision has been provided at Level Three by filing a request for a hearing. Requests for hearing and final decision before the Assistant City Manager or the Board of Review shall be made with the Personnel/Risk Manager as hereinafter described.

- (1) The request shall be in writing and shall include the same information as described in the previous claim in Level Two. This shall be in the form of a separate written request, and said request shall be accompanied by a copy of the written claim file at Level Two and Level Three.
- (2) Upon receipt of the request, the Personnel/Risk Manager shall direct the Board of Review or Assistant City Manager to conduct an investigation and review.

- (3) The Board of Review or Assistant City Manager shall have available all documents relating to the complaint and any City records that would be helpful in resolving the problem.
- (4) After studying the documentary evidence, the Board of Review or the Assistant City Manager shall conduct such hearings as it deemed necessary. At least two (2) days' notice of any scheduled hearing should be given.
- (5) Within a reasonable time after the conclusion of the hearing, the Board of Review or the Assistant City Manager shall submit the written findings of fact and written decision to both the City and the aggrieved party.
- (6) The Board of review shall be made up of three members, one selected by the Grievant, one selected by the City and third selected by the first two from among those individuals currently serving on the City's Personnel Commission.

Level Five - City Manager's Decision: After receipt of the advisory findings of fact and advisory decision from the Level Four Board of Review, the City Manager shall investigate and confer with the parties involved. The aggrieved party, at his discretion, may bring in his conferee. The City Manager shall thereafter communicate a final and conclusive decision in writing together with supporting reasons, to the Grievant, within twenty (20) days of concluding the investigation of the matter.

General Provisions: To facilitate this procedure, the following provisions shall apply:

- (1) Any party to a grievance may, at any point in the process outlined, have a conferee.
- (2) Any employee may serve as a conferee without fear of prejudice or reprisal of any kind being taken against such employee.
- (3) Grievance adjustment should be more concerned with "what is right" and less concerned with "who is right". Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint, and that commonly accepted principles of ethical conduct be observed at all times.
- (4) All proceedings, at any level, shall be kept private and confidential, and any disposition of the case will not be made public without the prior joint and mutual agreement of the aggrieved party and the City Manager. An aggrieved party who makes any proceeding or disposition public without said prior joint and mutual agreement shall be held to have thereby waived his grievance. This shall not apply when the aggrieved party requests an opportunity to address the Council. Decisions that have City-wide

implications shall be communicated to all certified personnel in an objective and impersonal manner.

- (5) The City shall keep a written record of all proceedings beginning with Level One. The parties involved shall initial and date the records at each Level, indicating their knowledge of the contents, before the grievance shall proceed to the next Level. Such signing shall not necessary indicate agreement to the factual content.
- (6) Any costs of operating the grievance procedure shall be borne jointly by the City and the Grievant.
- (7) By mutual written agreement, the time limit at any Level may be extended.
- (8) The conferee shall conduct all applicable duties, whenever possible, during "non-working" hours. The conferee shall only be allowed to conduct said duties during working hours if (1) there is no interference with any other employee's job performance and (2) the conferee received no overtime compensation by the City for time so spent.

25. Lay-Off

A. The provisions of this article shall apply when the City institutes lay-off of bargaining unit employees pursuant to the City's Personnel Rules and Regulations.

B. Statement of Intent: In the event the City should anticipate a lay-off of employees covered by this MOU, the City will notify CPSEA of its intention to make lay-offs. Within ten (10) days of this notice, either party may agree to reopen this MOU to meet and confer on the topic of cost savings in an effort to avoid a lay-off. Nothing in this section relinquishes the City's right to lay-off employees in the unit if the MOU is reopened and the parties fail to reach a mutually acceptable agreement to avoid a lay-off.

C. Notification: Employees to be laid-off shall be given at least thirty (30) calendar days' prior notice. Prior to lay-off, the City shall issue a statement to the affected employee concerning the performance of the employee. If the performance of the affected employee has been certified as "satisfactory" or better, based on the employee's last two performance evaluations, the name of the laid-off employee shall be placed on the appropriate reemployment list. If the performance of the laid-off employee is certified as not being "satisfactory" or better, the affected employee's name shall not be placed on a reemployment list.

D. Order of Layoff: Employees shall be laid-off in the inverse order of their seniority with the City, within the classifications subject to lay-off(s). The City Manager shall determine in which classifications the lay-off(s) shall occur, based on the needs of the City. Seniority shall be determined based upon date of hire to a

permanent, full-time position with the City. Within each classification, employees shall be laid-off in the following order:

- (1) Temporary Employees
- (2) Contractual Employees
- (3) Permanent Part-Time Employees
- (4) Probationary Employees
- (5) Permanent Employees

E. In cases where there are two or more employees in the classification from which the lay-off is to be made who have the same seniority date, such employees shall be laid-off on the basis of the last evaluation rating in the classification, provided that such rating has been on file at least thirty (30) days and no more than twenty-four (24) months prior to lay-off. In such cases, the employee(s) with the lower evaluation rating will be laid-off first.

F. Bumping: An employee designated to be laid-off may bump into the next lower classification within their classification series, provided that they have seniority over the person being bumped. An employee who is bumped shall be laid-off in the same manner as an employee whose position is abolished.

G. Reemployment List: Employees who are laid-off and who have been certified by the City as providing "satisfactory" performance or better, shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first. Seniority shall be determined by the length of time an employee worked for the City in a permanent, full-time position.

Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

A laid-off employee who is reemployed to a position in which the employee had regular status shall not be required to serve a new probationary period but shall be required to meet minimum standards for the position. A laid-off employee who is reemployed to a position in which the employee did not have regular status shall be required to serve a new probationary period and meet the minimum standards of the position. Employees who do not pass the requisite probation in another class will be returned to the reemployment list for the class from which they were laid-off. They will be returned to the same position on the reemployment list they occupied at the time of lay-off.

Employees who are reemployed shall have their sick leave balances restored to the amount prior to lay-off, accrue vacation leave at the same rate as prior to lay-off, and be placed at the same salary step if reemployed to the same classification from which the employee was laid-off. Upon recall, the City will allow the recalled

employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's lay-off period.

Non-Discrimination: The City agrees that lay-offs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, or physical disability or any other protected class as defined by law.

26. Physical or Mental Examinations

A. In the event the Department Head has reason to believe that an employee is not physically or mentally capable of performing the full duties of the employee's position, or that the employee's condition represents a danger to self, other employees or the public, the Department Head may immediately place that employee on sick leave, or other accrued leave, or personal leave without pay if accrued leave is exhausted, or if already on sick leave, require the employee to remain off work until cleared for full duty by the City physician or another physician designated by the City.

B. If the employee so requests, the Department Head shall, prior to implementing a decision, present the reasons for taking such action to the employee and, if the employee desires, a representative of the employee's choice.

27. Uniform Allowance

The Animal Control Officer and Community Service Officer classes shall receive \$900.00 per year for uniform allowance, to be paid by the City per pay period. The City shall provide uniforms for all other positions that are required to wear uniforms.

28. Military Leave

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

B. Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year pursuant to state law.

29. Professional Development

The City shall reimburse employees in CPSEA for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading

to a college degree. To be eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- A. Employees must have completed their initial probationary period with the City.
- B. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- C. Course work must be for an accredited college or university degree program, and have the prior approval of the Department Head. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Department Head.
- D. An employee will be eligible for reimbursement of approved expenses for either an Associates, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- E. Course work must be work-related and determined by the Department Head to be of benefit to the City. Required course work as part of an approved undergraduate or master's degree program is eligible for reimbursement.
- F. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- G. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- H. All courses for which reimbursement is sought shall be taken while off duty and not in paid status.

30. Time Bank

A. Employees may donate two (2) hours of vacation time each year to the CPSEA Administrative Board Time Bank. The hours donated to the Time Bank shall be donated on January 1 of each year. These hours may be utilized by CPSEA elected officers to attend to CPSEA business and educational activities. The City Finance Department will maintain records of all hours donated annually to the Time Bank. Upon request, the City Finance Department will provide CPSEA with quarterly information regarding the available balance in the Time Bank and hours utilized.

B. The CPSEA President shall authorize the use of Time Bank hours for the elected officers of CPSEA. Hours utilized under this section shall be in minimum amounts of four (4) hour increments. For scheduled trainings, schools, etc., the CPSEA President shall provide the City Manager or designee with a minimum of fourteen (14) days notice prior to requesting the use of Time Bank hours. The use of Time Bank hours that impacts assigned schedules shall be subject to the approval of the affected Department Head(s).

C. CPSEA agrees to indemnify and hold harmless the City, its officers, agents and employees from any claims or liability arising from the use of the Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that CPSEA personnel utilizing Time Bank hours shall be representing CPSEA and not the City during the time that Time Bank hours are being utilized. It is further understood that the use of Time Bank hours shall not constitute "time worked" for the purposes of computing overtime or any other payroll or employee benefit, including workers' compensation benefits.

31. Workweek

A. The workweek for all unit members shall be 168 consecutive regularly recurring hours.

B. For employees assigned to a "5 / 8" or "4 / 10" or "3 / 12.5" work schedule, the workweek shall begin at 0700 hours on Sunday and end at 0700 hours on the following Sunday.

C. For employees assigned to a "9 / 80" or "3 / 12" work schedule, each employee's designated FLSA workweek (i.e., 168 regularly recurring hours) shall begin exactly four (4) hours after the start time of the employee's eight (8) hour shift on the weekday that corresponds with the employee's regular alternating day off.

32. Flexible Work Schedules

The City will analyze and respond within thirty (30) days to written proposals from CPSEA regarding alternative employee work schedules. Such proposals shall be designed with the primary concerns of saving operating costs and enhancing City service levels.

33. Maintenance of Operation

CPSEA agrees that for the term of this MOU neither CPSEA nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of the members of the bargaining unit take part in a strike against the City, a work stoppage, slow-down, picketing or the concerted failure to report for duty, or unauthorized absence or abstinence from the full and faithful performance of their duties of employment, including the compliance with the request of other labor organizations or bargaining units to engage in such activities.

34. Past Practices

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

35. Tattoos, Body Piercing, Ornamental Dental Art and Body Art

A. Tattoos, Ultra - Violet (UV) Tattoos, Brandings, Ornamental Dental Art And Body Art: Police Department personnel shall not, while on duty, display any tattoos, UV tattoos (tattoos visible under UV lighting), brandings, ornamental dental art or other body art. Visible tattoos, brandings and other body art shall be covered when wearing a uniform. Tattoos on the head, hands, neck and face or ornamental dental art are expressly prohibited.

B. Body Piercing: Except for earrings worn by female employees, no body piercings with ornamentation shall be visible, to include the face, nose and tongue, while any member is on duty or representing the Department in any official capacity.

C. Employees hired prior to the effective date of this Article with tattoos, branding and / or body art visible while in uniform will be allowed to wear an unmodified uniform. Employees will not be allowed to add any other visible tattoos, branding, ornamental dental art or any other visible body art after the adoption of this agreement.

36. Police Service Officer Work Schedules

A. Seniority, based on employment length in the classification of Police Service Officer at the Clovis Police Department will be used to determine shift selection for Police Service Officers working in the Communications Center. A shift is defined as a work schedule that consists of the same days and hours for a continuous rotation. Any change of work days or scheduled times would constitute a different shift.

B. Prior to the beginning of a new shift cycle, eligible Police Service Officers working in dispatch will be given an opportunity to select their preferred duty shift based upon seniority as described above. An attempt will be made to assign Police Service Officers to their preferred shift, with the following restrictions: Police Service Officers assigned to one shift for three (3) cycles must rotate to another shift for at least one (1) cycle.

C. The City and CPSEA recognize the need for efficient scheduling of dispatch staff based on the operational needs of the City. The City and CPSEA will endeavor to accomplish this through shift choices recommended by dispatch staff with department approval. It is the intention of the City and CPSEA to provide for efficient scheduling of dispatch staff by considering staffing needs, peak work loads, shift overlap and other duties. The Communications Supervisor will approve all schedules prior to implementation.

D. In the event that there is no agreement between the dispatch staff regarding shift sign-ups, scheduling or if the City determines that the schedule does not meet the Police Department's operational needs, the Communications Supervisor will determine the schedule.

E. Once the Lead Police Services Officers sign-up is reviewed and approved by the Communications Supervisor, Police Service Officers will be eligible to sign-up by seniority.

F. Communications staff will rotate to alternate shifts every three (3) cycles for one (1) cycle.

G. Notwithstanding the above, the Police Chief or authorized designee may assign any Police Service Officer to any shift, at any time, when there exists a need or cause to make such assignment. In these cases, the Police Service Officer being reassigned shall be given reasons for reassignment and at least forty-eight (48) hours notice of said reassignment, except that shorter notice may be given in cases of emergent need.

37. Overtime and Extra Duty Board for Dispatch Staff

A. All employees in the classification of Police Service Officer and Lead Police Service Officer who have successfully completed their training period shall be eligible to sign-up for extra duty board. Extra duty board shifts not covered by Police Service Officers or Lead Police Service Officers may be filled by any Police Department personnel adequately trained in dispatch procedures.

B. Lead / Police Service Officers should respond to all communications issued by City personnel within a reasonable period of time. The only exception would be for general communications to all staff announcing extra boards.

38. Field Assignment Lunch Period

Employees in the classifications of Community Service Officer, Lead / Police Service Officer, and Animal Service Officer who are assigned to field work or public safety dispatcher assignments, and who work "5/8", "4/10" or "9/80" shifts will receive one (1) twenty (20) minute rest period and a forty (40) minute meal break per shift without loss of pay. The timing of these rest periods and meal breaks shall be reasonably scheduled by the City in accordance with the requirements of the Department. Employees in these classifications who may work a "3/12.5" work shift will receive one (1) 40 minute meal break and two (2) twenty minute rest periods per shift without loss of pay.

39. Release Time

Authorized CPSEA representatives shall receive reasonable release time for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the City and CPSEA, and disciplinary representation. As soon as practicable prior to the release from duties, the designated representatives shall submit a written request for release time to their supervisor for approval. Such requests shall be filed sufficiently in advance to minimize the disruption of City services and will not be unreasonably denied.

40. Conclusively

A. It is understood and agreed to that all documents including but not limited to written ordinances, resolutions, policies and procedures, employee rules and merit system rules and regulations which relate to wages, hours, and other terms and conditions of employment which are presently in effect are made part of this MOU by reference. Those items set forth specifically in this MOU may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of CPSEA and the City in a written and signed amendment to this Agreement.

B. CPSEA and the City agree that during the negotiations which resulted in this MOU, each party had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, therefore, during the term of this Agreement, neither the City of CPSEA shall be obligated to meet and confer on any matter:

1. Whether or not specifically referred to in this MOU;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.

Except That: The City may change a written policy affecting wages, hours, and other terms and conditions of employment, which are incorporated by reference in this MOU. The City shall notify CPSEA in writing of its intention to do so. If CPSEA does not respond within ten (10) calendar days from the date of mailing of such notification, the City shall assume CPSEA does not wish to meet and consult on the change in policy. In an emergency, the City retains the right to take such action immediately. CPSEA will be offered the opportunity to meet and consult as soon as practicable.

41. Term of Memorandum of Understanding

A. This MOU shall remain in effect for the period of July 1, 2019 through June 30, 2022. The provisions of this MOU shall not, however, take effect until ratified by both the City Council of the City of Clovis and the general membership of the bargaining unit.

B. The City and CPSEA acknowledge that all provisions of this agreement, together with those other matters within the scope of representation, are subject to renegotiating upon the expiration of this agreement to the extent provided by law.

C. The CPSEA membership has ratified the contents of this MOU, by their affirmative vote, on or about June 24, 2019. The City Council approved the provisions of this MOU on July 1, 2019

42. Sole Agreement

The policies collected in this MOU constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties. To the extent that any other agreement should be in conflict with these policies' these policies shall prevail.

If, during its term, the parties hereto should mutually agree to modify, amend, or alter the provisions of this MOU in any respect any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Affiliation. Any such changes validly made shall become a part of this MOU and subject to its terms.

The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.

For the CITY:

For CPSEA:

Luke Serpa, City Manager

Ann Bennett, CPSEA Legal Representative

Mary Lerner, City Legal Representative

Ty Wood, CPSEA Negotiator

Shonna Halterman, Lead City Negotiator

Shawn Knapp, CPSEA Negotiator

Lori Shively, City Negotiator

Tiffany Viau, CPSEA Negotiator

Jorge Gomez, City Negotiator

Kevin Helton, CPSEA Negotiator

Charles Johnson, City Negotiator

ATTEST: _____
John Holt, City Clerk

Date: _____



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Approving a Memorandum of Understanding between the City of Clovis and the Clovis Firefighters Association

ATTACHMENTS: Resolution 19-____
Exhibit A – CFFA MOU

CONFLICT OF INTEREST

None

RECOMMENDATION

For City Council to approve Resolution 19-____; authorizing a successor Memorandum of Understanding (MOU) between the City of Clovis and the Clovis Firefighters Association (CFFA), for the term of July 1, 2019 through June 30, 2022.

EXECUTIVE SUMMARY

City negotiators have recently concluded the meet and confer process with representatives of the CFFA bargaining unit for a successor MOU. Council authorization is required in order to implement the proposed amendments to the CFFA MOU.

BACKGROUND

The 2016-2019 MOU between the City and CFFA will expire on June 30, 2019. The City's negotiating team and CFFA representatives have recently concluded negotiations for a successor MOU. A summary of the substantive changes in the proposed MOU is below:

- Revisions to dues and union access in compliance with SB866 and AB119 (pages 3-4).
- Salary increases as follows:
 - FY 2019-20: 2.0% wage increase
 - FY 2020-21: 2.0% wage increase

- FY 2021-22: 2.0% wage increase
- Employees designated as “New” under PEPRA regulations are eligible for a deferred compensation match up to 3% of their monthly base salary (page 8).
- Station bid selection shall occur every two (2) years instead of three (3), except for Deputy Fire Marshall which is every four (4) years due to extensive training involved (page 10-11).
- Son-in-law and daughter-in-law were added to the immediate family definition for bereavement leave (page 20).
- Uniform allowance was increased from \$1,000 to \$1,500 per year (page 20).
- Changes to tuition reimbursement for college degrees. Provides for the equivalent of 8 semesters undergraduate tuition at California State University Fresno, plus \$2,000 for books and materials, to attain college degrees (page 21-22).
- Certification pays for various State Fire related certificates will increase by \$25.00 per month at each level. Firefighters with the required certifications will increase from \$75.00 to \$100.00, Engineers will increase from \$100.00 to \$125.00 per month, Captains will increase from \$125.00 to \$150.00 (page 22).
- The fitness incentive program has been modified to focus on the overall health of Fire employees. The monetary incentive provided in the prior program will be converted to a monthly amount of \$41.67 and added to Step A of the salary range of each classification within the CFFA bargaining unit (page 25).

The CFFA membership ratified the terms of the proposed MOU on or about June 19, 2019.

FISCAL IMPACT

The proposed amendments to the CFFA MOU will result in approximate net increased costs of \$665,000 over the next three (3) years, which will be budgeted during the term of the agreement.

REASON FOR RECOMMENDATION

The proposed 2019-2022 MOU between the City and CFFA maintains reasonable wages and working conditions for employees in the CFFA bargaining unit. Prior to its implementation, the proposed MOU must be approved by City Council Resolution. The proposed amendments are within the financial parameters authorized by the City Council and will preserve the City’s ability to attract and retain qualified personnel.

ACTIONS FOLLOWING APPROVAL

City staff and CFFA representatives will sign the proposed 2019-2022 MOU. Staff will implement the modifications within the new MOU.

Prepared by: Shonna Halterman, General Services Director

Submitted by: Shonna Halterman, General Services Director



RESOLUTION 19-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS ADOPTING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLOVIS AND
THE CLOVIS FIREFIGHTERS ASSOCIATION**

WHEREAS, a Memorandum of Understanding exists between the City of Clovis and the Clovis Firefighters Association (the Parties); and,

WHEREAS, the Memorandum of Understanding expires on June 30, 2019; and,

WHEREAS, an agreement has been reached between the Parties for a successor Memorandum of Understanding; and,

WHEREAS, the proposed CFFA Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Clovis hereby adopts the Memorandum of Understanding between the City of Clovis and the Clovis Firefighters Association for the term of July 1, 2019 through June 30, 2022.

* * * * *

The foregoing Resolution was approved and adopted at a meeting of the Clovis City Council on July 1, 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Date:

Mayor

City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF CLOVIS

AND

CLOVIS FIREFIGHTERS' ASSOCIATION

July 1, 2019 through June 30, 2022

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Article 1. INTRODUCTION

- 1.1 This Memorandum of Understanding (MOU) is made and entered into between the Clovis Firefighters, Incorporated, hereinafter referred to as "Association" and the City of Clovis, hereinafter referred to as "City", pursuant to California Government Code, Section 3500 et seq. as their exclusive and mutual agreement.
- 1.2 The representatives for the City of Clovis and the Association having reached agreement as hereinafter set forth, this MOU shall be submitted to the City Council with the joint recommendation that that body adopt this MOU as its policies for the period of time specified in Article 39, unless these policies are otherwise changed by the appropriate meet and confer processes.
- 1.3 The purpose of the MOU is to promote harmonious relations between the City and the employees covered herein so as to promote employer-employee relations by providing a written document enumerating the entire agreement between the employer and employees pursuant to the purpose and intent of the California Government Code, Section 3500.

Article 2. CITY RIGHTS

- 2.1 The City retains the exclusive right, subject to and in accordance with applicable laws and the provisions of this MOU, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer, assign and discipline employees; (c) to dismiss employees for reasonable cause pursuant to procedures outlined herein; (d) to determine the mission of its divisions and departments, and its budget, organization, number of employees and the numbers, types, descriptions and grades of positions or employees assigned to an organizational unit, and the methods and technology of performing its work; and (e) to take whatever action may be appropriate to carry out its mission in situations of emergency.
- 2.2 In addition, the City retains all the exclusive rights, subject only to the specific provisions of this MOU, and pursuant to State law, to take whatever actions and set whatever policies it deems appropriate.

Article 3. STRIKES AND LOCKOUTS

- 3.1 The Association, its members and all employees within the employee bargaining unit represented herein, hereby agree that it shall not call, sanction, or engage in any primary strike, sympathetic strike, boycott, slowdown, suspension or stoppage of work for the duration of this MOU and for the period of time necessary to conclude a successor Agreement to this MOU.

- 3.2 The City agrees that it shall not cause or engage in any lockout, for the duration of this MOU.
- 3.3 If the Association or any of its members or any employee it represents herein should breach this agreement, then the City retains, as one of its alternative remedial actions, the right to terminate the employment of said employee and/or member.

Article 4. EMPLOYEE RIGHTS

- 4.1 Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters pursuant to law concerning employer-employee relations. Employees of the City shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.
- 4.2 Nothing in this MOU is intended to deprive an employee of the employee's rights under applicable law.

Article 5. NONDISCRIMINATION

- 5.1 The City and the Association agree not to discriminate against any employees in accordance with applicable laws.

Article 6. UNIT RECOGNITION

- 6.1 The City agrees to acknowledge, pursuant to Sections 3500 *et. seq* of the California Government Code, the Clovis Firefighters Association, Local 1695 (Association) as the exclusive recognized employee organization representing the fire service employees in the listed Subsection 6.2 below, until such time as the Association fails to obtain a majority of the vote of the employees in that bargaining unit during a decertification election. As the exclusive recognized employee organization, the Association shall have the right and obligation to meet and confer and reach agreement with the City regarding the determination of wages, hours, and other terms and conditions of employment for employees represented by the Association. Nothing in this article shall be construed as violative of any requirement or provision of the Myers-Milias-Brown Act.
- 6.2 This Association shall consist of all full-time permanent and probationary employees in the following classifications:

Fire Captain
Fire Engineer
Firefighter
Firefighter/Paramedic

- 6.3 New classifications approved by the City Council and determined to be appropriately placed within this unit shall automatically become part of this unit upon such determination and shall immediately be covered by the terms of this MOU.
- 6.4 For all purposes, Fire Department Volunteers, Reserves and/or Explorers are not considered employees and are not subject to the provisions of this MOU. In addition, the City and Association recognize that Volunteers, Reserves and/or Explorers will not be used to replace full time regular or probationary employees.
- 6.5 Fire Captains shall not be required to work in the Fire Engineer classification except for emergency recall situations, or for temporary assignments of less than five (5) hours in duration.
- 6.6 Fire Engineers shall not be required to work in the Firefighter classification except for emergency recall situations, or for temporary assignments of less than five (5) hours in duration.

Article 7. PAYROLL DEDUCTIONS/UNION ACCESS

- 7.1 Payroll deductions shall be in accordance with applicable law. The Association shall indemnify, save harmless and defend the City and its officers, agents and employees, for any liability the City should incur as a result of this service.
- 7.2 Union Access
The City and the Association agree on the procedures for administering Assembly Bill 119 (AB 119) Union Access for the Association represented employees that are newly hired and for existing employees.
 - a. Access to employee new hire orientations
The Association and the City agree to waive the 10 day notice for new hire orientation as required by AB 119. The City will agree to allow the Association a time slot to attend the Firefighter training academy to educate the new hires regarding the Union benefits that the Association provides to its members.
 - b. Access to new hire employee personal information
Both the City and the Association agree to waive the personal information requirement on new hires that is distributed within 30 days after date of hire as required by the law. Personal information will be distributed to the Association once a year as stated below.

c. Access to current employee personal information

Both the City and the Association agree to waive the personal information requirement on current employees that is required to be distributed every 120 days by AB 119. Personal information will be distributed to the Association once a year. The personal information will be distributed to the Union President once per calendar year by the 15th of January.

The Union President will pick up the personal information and sign for it. Only one e-mail notification will be sent out to the Union President. The Union President will be responsible for picking up the personal information. The personal information distributed will be the information that is required by AB 119.

d. Opt-Out Provision

If the employee opts out and does not want their personal information distributed, the City will send the Association the employee's name, work phone, job title, and work location.

Article 8. DEFINITIONS

8.1 Department

"Department" shall mean the Fire Department.

8.2 Association

"Association" shall mean the Clovis Firefighters' Association.

8.3 Emergency

The term "emergency" used in this MOU means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

8.4 Employee

The use of the word "employee" or "employees" in the MOU shall be construed as meaning those Firefighters, Engineers, and Captains of the Clovis Fire Department, as represented by the Association. This definition is not intended to limit the City's rights under Section 2.1 of this MOU.

8.5 Shift

Shift shall mean a twenty-four (24) hour period starting at 0800 and ending at 0800 the following day.

8.6 Work Day

Except where otherwise specifically defined, "work day" for shift employees shall be defined as a twenty-four (24) hour period for employees assigned to a 56 hour

(average) work week, or an eight (8), nine (9), or ten (10) hour period for employees assigned to a forty (40) hour work week.

8.7 Emergency Call Back

A request or order back to work for an urgent need, usually to maintain minimum staffing, provide additional operational capacity during an emergency recall, or a critical administrative need. All Urgent Call Back requests must be authorized by a Chief Officer.

8.8 Non-Emergency Call Back

A request to work for a non-urgent need, will be voluntary and administrative in nature. If the request is for operational needs, it will be voluntary and 72 hours advanced notice will be provided. All Non-Urgent Call Back requests must be authorized by a Chief Officer.

8.9 Mandated Return to Work

An order to return to work by the Fire Chief or designee.

Article 9. SALARY SCHEDULES

9.1 Fiscal Year 2019 – 2020. All positions shall receive a 2.0% wage increase. The wage increase shall become effective on the first day of the first payroll period following the Association ratification and City Council approval of this MOU.

9.2 Fiscal Year 2020 – 2021. Effective July 1, 2020, all positions shall receive a 2.0% wage increase.

9.3 Fiscal Year 2021 – 2022. Effective July 1, 2021, all positions shall receive a 2.0% wage increase.

9.4 Members of the following Special Response Teams shall receive additional compensation (incentive pay).

- a. Hazardous Materials Response Team
- b. Technical Rescue Team
- c. Fire Investigators Team
- d. EMS Paramedic ALS Service

9.5 Special Response Team Incentive:

Members of a Special Response Team shall receive an additional three hundred dollars (\$300.00) added to their base salary each month.

Special Response Team Incentive for Team Leaders:

Special Response Team Members designated by the Fire Chief as a Team Leader shall receive three-hundred and fifty dollars (\$350.00) added to their base salary each month.

9.6 Multi-Team Involvement:

Association members will receive Special Response Team incentive pay for only one team, regardless if they serve on multiple special response teams. There will be no "pyramiding" of the Special Response Team Incentive.

9.7 The City will pay the premiums for an additional \$225,000 supplemental term life insurance policy for members of the following Special Teams:

- Hazardous Materials Team
- Technical Rescue Team
- Fire Investigators

This amount will be in addition to the standard issue \$25,000 life insurance received by City employees. This benefit will be subject to the employee(s) meeting the underwriting criteria by the insurance provider. If, during the term of this agreement, the City selects a new life insurance vendor for this coverage, the City shall make reasonable efforts to maintain all coverage limits and terms as presently contracted. If the City is unable to do so, the City and the Association shall meet and confer over such terms and the impact upon the supplemental coverage for the Special Team members. The City shall provide evidence of coverage to all affected employees.

9.8 Appointment to Special Teams:

Appointment to Special Teams shall be subject to the approval of the Fire Chief.

9.9 Cell Phone Stipend:

The City will provide a stipend of \$30.00 per month to shift employees; and, a stipend of \$50.00 per month to employees regularly assigned to Fire Training Officer and Deputy Fire Marshal positions, who choose to participate in the cell phone notification program in lieu of a cell phone provided by the City. Employees assigned to the Fire Training Officer and Deputy Fire Marshal positions must utilize their personal cell phones for Fire Department business. To participate in this program the employee must provide their cell phone number to the Department. This method of notification replaces the method of contacting personnel by fire apparatus phones. This does not restrict the movement of types of activities of off-duty personnel. Employee cell phones must be able to function locally and have text messaging service in addition to phone service. The stipend is provided in recognition of the City using this method to notify employees of overtime and emergency recall.

9.10 Bilingual Pay:

Association members who demonstrate fluency in Spanish or American Sign Language, or any language deemed operationally necessary by the Fire Chief,

shall receive one hundred dollars (\$100.00) per month in addition to their base salary. The City shall determine if employees qualify for the bilingual pay and the standards of proficiency that an employee must possess in order to receive bilingual pay. Association members must pass a biennial recertification to maintain this pay.

Article 10. RETIREMENT

- 10.1 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "single highest year" benefit (Government Code Section 20024.2) for employees covered by this MOU who are classified as "Classic Employees" pursuant to PEPRAs regulations.
- 10.2 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "3 Year Final Compensation" benefit for employees covered by this MOU who are classified as "New Employees" pursuant to PEPRAs regulations.
- 10.3 The City shall continue to make employer contributions to the Public Employee's Retirement System for the "credit for unused sick leave" benefit (Government Code Section 20965) for employees covered by this MOU.
- 10.4 The City shall continue to make the employer contribution for each eligible employee for the PERS safety retirement benefit known as "3% at 50" for employees covered by this MOU who are classified as "Classic Employees" pursuant to PEPRAs regulations.
- 10.5 The City shall continue to make the employer contribution for each eligible employee for the PERS safety retirement benefit known as "Safety 2.7% at Age 57" for employees covered by this MOU who are classified as "New Employees" pursuant to PEPRAs regulations.
- 10.6 The City shall, during the term of this agreement, pay the above described employer contribution(s) into the PERS fund in accordance with the rules and regulations governing such employer contributions.
- 10.7 Each employee classified as a "Classic Employee" and each employee classified as a "New Employee" pursuant to PEPRAs shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution into the PERS fund. It is recognized that the employee rate established by PERS for employees classified as "New Employees" may be subject to change. If such change occurs, the City will notify the Association of the change prior to its implementation.

10.8 The City will permit employee pension contributions to be made on a pre-tax basis whenever possible, as long as no additional cost to the City is involved.

10.9 Employee Cost-Sharing of PERS Contributions

a. Each Association "Classic" and "New Employee" shall pay 8.0% of City PERS contributions (cost-sharing). Each employee authorizes the City to make appropriate deductions and/or withholdings to accomplish such cost-sharing.

b. For employees classified as "Classic Employees" pursuant to PEPRA, the current 9.0% of the Employee Paid Member Contribution is calculated on all PERSable compensation. The additional 8.0% cumulative PERS cost-sharing amount described in 10.9 a. will be calculated on the same basis.

c. For employees classified as "New Employees" pursuant to PEPRA, the current 11.25% of the Employee Paid Member Contribution is calculated on all PERSable compensation. The additional 8.0% cumulative PERS cost-sharing amount described in 10.9 a. will be calculated on the same basis.

10.10 Unit members hired after January 1, 2013 and who are considered "New" employees under PEPRA regulations may elect to participate in a deferred compensation program that includes a City matching contribution once they have completed their initial probationary period. However, all unit employees may participate in the deferred compensation program without the City matching contribution at any time during employment. The deferred contribution program is subject to IRS Section 457 program rules. Enrollment in the program shall become effective in the pay period following the submittal of an enrollment request. The provisions of the deferred compensation program are as follows:

| City's Matching Contribution/Payment | Maximum City Payment |
|---|---------------------------|
| (City/"New" PEPRA Employee 1:1 | 3% of monthly base salary |

Employees who are considered "Classic" employees with CalPERS are not eligible for the match.

Article 11. PERS SURVIVORS BENEFIT

11.1 The City shall maintain the PERS Level 4 Survivors Benefit for all unit members during the term of this agreement.

Article 12. WORK SCHEDULE

- 12.1 Fire Department personnel covered by this MOU shall work either the cycle defined in Subsection 12.2 or 12.3:
- 12.2 Employees that work a 56 hour work week shall work a shift schedule commonly referred to as the 2/4 schedule. This schedule has an annualized average work week of 56 hours and shall consist of each shift (A, B or C) working eight (8) twenty-four (24) hour shifts in a twenty-four (24) day work period. This schedule shall consist of (2) 24-hour shifts/contiguous forty-eight (48) hours on duty, followed by ninety-six (96) hours off duty. The work schedule is illustrated as follows with X = on duty and O = off duty: X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O-X-X-O-O-O-O. This schedule shall be on-going and repeat on a fixed and regular basis.
- 12.3 A 40 hour work week shall consist of five (5) consecutive eight hour days each week. When new personnel are assigned or bid into a 40 hour assignment an alternate work week of either Monday through Thursday or Tuesday through Friday at 10 hours per day may be agreed upon by the Fire Chief and the affected employee. The Fire Chief may assign the start and end time of these shifts to meet operational needs.
- 12.4 When shift reassignment occurs at the direction of the Fire Chief, a minimum of 72 hours of time-off shall be provided between the old shift assignment and the new shift assignment (56 hour work week). Whenever a shift transfer/reassignment is made, the employee shall receive that same minimum "actual hours worked" which would have resulted if a shift reassignment had not occurred.

Employees moving from a voluntary 40 hour assignment or IOD will receive a minimum of 48 hours of time-off (starting at 08:00 hours) between the assignments from a 56 hour work week to a 40 hour work week; and, from a 40 hour work week to a 56 hour work week.

Shift movement at the direction of the Fire Chief includes movement created by new hires, promotions, employee performance improvement, long-term interim appointments, or special work assignments.

Shift movement created at the employee's request such as the "Station Bid Selection", employees requesting "light-duty" for off-duty injury/illness, and mutually requested shift transfer between employees shall not be subject to any minimum time-off pursuant to this provision.

With the exception of Deputy Fire Marshal, large-scale transfer is defined as periodic (every 2 years) movement where personnel, program assignment, and specialized team assignments are subject to changes that include shift and program assignment transfers. Every 2 years employees will participate in a

department-wide fire station and shift selection process, effective January 2019. This process shall be known as the "Station Bid Selection". Provisions of the "Station Bid Selection" shall be mutually agreed upon as specified in Policy.

- 12.5 Personnel may be temporarily assigned to a 40-hour work week. When qualified personnel are assigned temporarily to a 40-hour work week, they will be given a minimum of two weeks advance notice. Those assigned to a 40-hour work week shall receive an additional 7.5% increase in base salary. The Fire Chief will request qualified volunteers prior to making any 40-hour work week assignments. Individuals temporarily assigned to a 40-hour work week will perform that assignment for a period of three months, or less, in any one year period, unless mutually agreed for a longer period. Individuals performing in a temporary or permanent 40-hour assignment shall not negatively impact the bargaining units' available time off (i.e., vacation, holidays, schooling/training).
- 12.6 In order to uniformly convert time between 40 and 56 hour work weeks, one-fifth of the employee's work week shall be used. The conversion factor for calculating the time is 1.4, i.e., when an employee moves from 56 to 40 hours per week, the employee's accumulated vacation, CTO and HTO hours will be divided by the factor 1.4. When an employee moves from 40 to 56 hours per week, the employee's accumulated vacation, CTO and HTO hours will be multiplied by the factor 1.4.
- 12.7 The Fire Chief may make 40-hour work week assignments to fill the duties of Deputy Fire Marshal (Fire Captain) and Training Officer (Fire Captain).

The Deputy Fire Marshal shall be a four (4) year assignment and shall either 1) rotate to other Fire Captains as set forth below, or 2) the incumbent's assignment may be extended for up to an additional two (2) year cycle. The extension of time shall be upon the mutual consent of the Fire Chief and the incumbent. The Deputy Fire Marshal (Fire Captain) shall follow the "Station Bid Selection" as described in Article 12, however with a four year rotation schedule beginning January 2019.

If no eligible employees volunteer for the Deputy Fire Marshal(s) the Fire Chief may reassign the least senior, non-probationary Fire Captain(s) to the 40-hour assignment following a four (4) year assignment by the least senior, non-probationary Fire Captain who is not willing to extend their assignment. In such cases, the Fire Chief may reassign the next least senior, non-probationary Captain if no Captain volunteers for the assignment.

The Training Officer assignment shall be a two (2) year assignment and shall either 1) rotate to other Fire Captains as set forth below, or 2) the incumbent's assignment may be extended for up to an additional two (2) year cycle. The extension of time shall be upon the mutual consent of the Fire Chief and the incumbent. The assignment of Training Officer (Fire Captain) shall follow the

"Station Bid Selection" as described in Article 12, with the rotation schedule beginning January 2019.

If no eligible employees volunteer for the Training Officer(s) the Fire Chief may reassign the least senior, non-probationary Fire Captain(s) to the 40-hour assignment following a two (2) year assignment by the least senior, non-probationary Fire Captain who is not willing to extend their assignment. In such cases, the Fire Chief may reassign the next least senior, non-probationary Captain if no Captain volunteers for the assignment.

If a vacancy occurs in the Deputy Fire Marshal or Training Officer positions, volunteers shall be requested first from all current Fire Captains.

Those assigned to a 40 hour rotational assignment as Deputy Fire Marshal or Training Officer under this provision shall receive an additional 7.5% increase in base pay; and the use of a City vehicle for the duration of said assignment, subject to the approval of the Fire Chief based upon the City's need to use such vehicle on a day to day basis.

- 12.8 For employees that are candidates for promotional testing for the positions of Fire Engineer, Fire Captain and Battalion Chief, and on-duty during the testing process; the City shall provide a release from duty at least (2) hours prior to the candidate's appointed time, and (1) hour after completion of the candidate's portion of the test. The employee will not be required to utilize any personal leave banks for this period.

Article 13. OVERTIME

- 13.1 The City will compensate the employees described in Article 6 for overtime pay at one and one-half (1-1/2) times the regular rate of pay for all time in excess of scheduled hours. For the purposes of calculating overtime pay the use of any paid leave shall be recognized as compensable when calculating overtime, which exceeds the requirements of the FLSA 7K exemption.
- 13.2 Employees assigned to a forty (40) hour work week who are mandated back to work on any holiday shall be paid double time for all hours worked on that day. "Double time" shall be defined as two-times the employees' regular rate of pay. 40-Hour employees who are mandated to come back into work will receive "Double Time" after accounting for their regular required work hours. 40-Hour employees who volunteer for shift coverage or to work will be compensated at time and a half for all hours worked beyond their required work hours. Additional information concerning Holiday time is specified in Section 18.3.
- 13.3 The City shall have the right to require employees to work in order to maintain minimum staffing, provide City coverage during emergency situations, provide

special event/assignment coverage and/or maintain licenses/certifications. The assignment of overtime shall be in conformance with existing procedures.

- 13.4 When an employee is mandated to work overtime in order to maintain staffing levels due to a lack of volunteers, that employee shall be selected by using the "TeleStaff Picklist" method as follows: The employee with the least amount of overtime and is assigned permanently to the off going shift shall be required to work said overtime. In the case of two (2) employees having the same amount of overtime, the employee with the least amount of seniority shall be required to work said overtime. In the case where all employees working in the rank of the pending overtime are not permanently assigned to the off going shift, the employee with the least amount of overtime shall be required to work said overtime.
- 13.5 Employees may be required to holdover for up to two (2) hours in order to maintain staffing levels for unplanned time off only. Employees may also holdover to attend meetings/training. Employees held in excess of two (2) hours will receive a minimum of three (3) hours at the overtime rate, or actual hours worked, whichever is greater.
- 13.6 Employees who are scheduled at least 24 hours in advance to provide early relief within one (1) hour of their scheduled work day will be compensated at the overtime rate for the actual hours worked if the work is contiguous with the employees' scheduled work shift.
- 13.7 At no time shall the City be held responsible to pay an employee at the overtime rate for duty arising as a result of a shift trade requested or consented to by the employee, except in cases of illness or other bona fide absence in which case the overtime rate for callback duty will apply.
- 13.8 Employees who, while off duty, stop to render aid at accident scenes, fires, medical emergencies or other emergency situations, where the employee takes any physical action (stops bleeding, rescues from harm, controls, traffic, etc.) shall be eligible for overtime. Pay will be in 15 minute increments with a 30 minute minimum. The involved employee shall, as soon as reasonably possible, contact the Duty Chief to provide notification to the Department, plus fill out an incident report documenting their actions to be completed by the employee's next duty day.

Article 14. COMPENSATORY TIME OFF

- 14.1 The City may allow compensatory time off (CTO) in lieu of overtime or callback monetary compensation. The City shall have the choice in the manner of compensation.

14.2 Employees described in Article 6 shall be allowed to accumulate a maximum of 96 hours of unused CTO. CTO may not be used to take time off if it unduly disrupts operations.

14.3 Employees shall have the following option concerning cash out of CTO hours:

Twice each fiscal year each bargaining unit member may receive cash out up to 96 hours of his or her CTO. CTO payout will occur the first full pay period in July and January. Request for CTO cash out must occur 30 days prior.

Article 15. "ACTING" STATUS PAY

15.1 The City shall provide "Acting" status pay differential of at least 5.0% for Firefighters acting as Fire Engineers, 7.5% for Firefighters or Fire Engineers acting as Fire Captains, and 7.5% for Fire Captains acting as Fire Battalion Chiefs computed on the salary matrix, or Step 1 of the higher classification, whichever is greater, when the employee has been assigned to work in a higher classification regardless of time. These higher classifications shall be defined as: Acting Engineer, Acting Captain or Acting Battalion Chief. The employee shall receive the highest pay rate provided by this Section.

15.2 The Fire Chief shall develop criteria for all positions where personnel may be assigned to an "acting" position. The determination of who is qualified for, and formally assigned to, "Acting" status shall remain the discretion of the Fire Chief. Individuals performing an acting Battalion Chief position shall not negatively impact the bargaining units available time off (i.e., vacation, holiday, schooling/training).

Article 16. MINIMUM CALL-BACK PAY

16.1 It is the purpose of this section to describe how employees will be compensated when they are called back to work outside of their regularly scheduled shift. It is the intent of this section to provide financial rewards and incentives for employees to respond to orders and requests for callbacks to work outside of their regularly scheduled shift.

16.2 Any employee called back to work (Urgent) for administrative or operational duties shall be paid a minimum of three (3) hours at the overtime rate. Employees who are required to provide relief that begins before 0800 and ends after 0800 on the same date will receive the minimum of three (3) hours at the overtime rate or actual hours worked, whichever is greater.

When an employee is called back to work for administrative or operational duties and the reason for the call-back (meeting, training, etc.) is cancelled, postponed,

or rescheduled without advance notice to the employee, the employee will be paid a 30 minute minimum if they arrive at work to cover their travel time and costs.

- 16.3 Emergency Call Back. Any employee called back to work in the event of a major emergency incident shall be paid a minimum of five (5) hours at the overtime rate. A major emergency incident is defined as any emergency incident in which the incident commander has determined that the on-duty fire suppression personnel will not be capable of handling the emergency incident and providing station coverage for the entire City without supplemental personnel.

All Non-Emergency Call Backs will be paid hour-for-hour.

Overtime starts when employee arrives at their work site (fire station, fire scene, etc.) and ends when the assignment is complete and the employee is released from work.

- 16.4 The City will provide notification to employees who are subject to call back for public information / promotional events at least fourteen (14) calendar days in advance.

Article 17. VACATION

- 17.1 Employees described in Article 6 shall earn annual vacation credit on the following basis:

| <u>Years of Service</u> | <u>40 Hour Week Employees</u> | <u>56 Hour Week Employees</u> |
|--------------------------------|---|---|
| a. Year 1 Thru End Of Year 7 | 5 hours posted on each pay period to a maximum of 280 | 7 hours posted on each pay period to a maximum of 392 |
| b. Year 8 Thru End Of Year 14 | 6 hours posted on each pay period to a maximum of 328 | 8.4 hours posted on each pay period to a maximum of 459.2 |
| c. Year 15 Thru End Of Year 19 | 6.7 hours posted on each pay period to a maximum of 360 | 9.333 hours posted on each pay period to a maximum of 504 |
| d. 20+ years | 8 hours posted on each pay period to a maximum of 360 | 11.2 hours posted on each pay period to a maximum of 504 |

- 17.2 The time at which the employee shall be granted a vacation is at the sole discretion of the Fire Chief. The predominant factor to be considered shall be the need of the City and will not be unreasonably denied.

- 17.3 Employees who terminate employment shall be paid for all unused vacation leave accumulated as of the date of separation.

Article 18. HOLIDAYS

- 18.1 Each regular employee described in Article 6 shall be entitled to time off in lieu of holidays computed at the rate of 200 hours of time off for twelve (12) months of service. Holiday time shall be credited, in advance, to all personnel on July 1 of each year and not credited on a monthly basis.
- 18.2 After completing their probationary period, employees may choose to cash out up to 200 hours of unused annual Holiday Time off (HTO) in July of each year. Such requests shall be submitted by May 1 for the ensuing budget year. Holiday time will be cashed out at the employee's straight time rate. The annual HTO cash out shall be acknowledged as "compensation" within the meaning of the Public Employees Retirement Law (Section 20000 et seq.). In recognition of and consistent with the PERS requirement to report compensation as earned, holiday time that is cashed out will be reported to PERS on a pro-rata basis per pay period over the course of the fiscal year.
- 18.3 40-Hour Light Duty or Staff employees must work assigned holidays voluntarily, complete 40 hours per week for each week during the pay period the holiday falls in (i.e., flex a Monday for a Friday if working a 4 / 10 schedule if completed within the same workweek), or the employee may use a leave bank such as HTO, VAC, or CTO to cover hours not worked on a holiday.
- 18.4 If an employee terminates employment with the City prior to June 30, pro-rated holiday time used in excess of 16.67 hours per month will be deducted from his/her final paycheck. If an employee terminates employment prior to June 30, all unused holiday time earned that does not exceed 16.67 hours per month on a pro-rata basis will be cashed out.
- 18.5 Employees shall be allowed to accumulate a maximum of 296 hours of unused holiday time. If an individual has 296 hours of unused holiday time on July 1, then receives an additional 200 hours for the current fiscal year, the 200 hours above the maximum limit (296 hours) must be cashed out at the employee's straight time rate.
- 18.6 The Fire Chief may authorize a carryover of holiday time in excess of the maximum hours for extenuating circumstances. Within the last quarter of the fiscal year individuals who have excess holiday time must submit written justification to the Fire Chief for consideration and review.

Article 19. SHIFT RELIEF

- 19.1 The City will allow three (3) personnel off using HTO / VAC leave per shift. Shift Battalion Chiefs will not impact bargaining unit members' vacation and/or holiday time off.

All requests for time off such as HTO/VAC/CTO/CTN shall be a minimum of three (3) hours, unless that time off is for early relief and the employee filling the vacancy is volunteering to work and therefore will be compensated hour for hour and does not qualify for "minimum call-back pay" as outlined in section 16.2.

Article 20. HEALTH, LIFE AND DENTAL INSURANCE BENEFITS

- 20.1 The City and the Association agree that the City's Health Benefits Committee (HBC) shall be the exclusive representative body for the purposes of all mandatory meet and confer issues that are related to the City's health benefit plan (medical, dental, pharmacy, vision, and life insurance coverages) inclusively.
- 20.2 The HBC shall be convened by the City at least once each quarter to review the City's health benefit plan. The HBC shall include a member and an alternate from each of the represented City bargaining units. The represented members shall determine their own voting and conflict resolving procedures so that they can present (whenever possible) a single proposal for all their represented employees. Sufficient management staff will represent the City on the HBC as determined by the City. The City or HBC may also request to convene at other times to meet and confer as provided for in this agreement.
- 20.3 If any bargaining unit represented by the HBC is not in agreement with the position of the HBC as demonstrated by a negative vote of their respective affiliation membership, such bargaining unit and their designated representative(s) will meet and confer with the City to impasse prior to the implementation of any meet and confer proposals made in accordance with this agreement.
- 20.4 The City's health benefit plan structure shall be determined through the meet and confer process between the HBC and the City. The City's health benefit plan structure is defined as the type and level of benefits.
- 20.5 The benefits provided under this Article shall be at the minimum type and level of benefits that is no less than the minimum benefit offered by any of the program providers as listed on the 1995 Health Program Benefits Sheet distributed on February 1, 1995, provided that the benefit is competitively available in the local market. The City will select the health benefit plan vendors and set the health benefit plan rates. The City will meet and confer with the HBC regarding the impacts of vendor selection, rates, rate structure, and other plan change impacts.

20.6 The employee contribution rate will remain at 10% of the total cost of the lowest cost plan as determined by the City for the various employee, employee/family, and other tier groups as proposed. Increases or decreases in the year to year premium will be shared in the same 10% employee, 90% employer ratio for the term of this MOU unless otherwise changed through the meet and confer process with the HBC.

20.7 Health Premium Waiver Incentive

a. Employees who waive City medical, prescription, dental and vision coverages will receive a waiver incentive of \$420.00 per month.

b. Employees who waive medical and prescription drug coverages will receive a waiver incentive based on the following employee coverage tiers:

| | |
|----------------------------------|----------|
| • Employee Only | \$362.00 |
| • Employee + Child(ren) | \$322.00 |
| • Employee + Spouse | \$309.00 |
| • Employee + Spouse + Child(ren) | \$265.00 |

c. Employees who choose to discontinue health coverages through the City shall continue to receive City-provided life insurance coverage and employee assistance program (E.A.P.) benefits. To be eligible for this incentive, employees must: (1) notify the City's Personnel Division of their decision to discontinue health coverage during the City's annual health insurance open enrollment period; (2) verify in writing that they have group medical coverage from another source; and (3) verify to the City that discontinuance of health coverage does not constitute a violation of any court order or other legal obligation to which the employee may be subject. In the event that an employee who has opted-out of the City's health coverage subsequently loses his/her alternate medical coverage due to a life changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA), the employee may re-enroll in the City's health coverage program. It shall be the responsibility of the employee to notify the City's Personnel Division of such a life changing event within 30 days of the event.

d. Any Changes in ACA regulations that affect cash-in-lieu benefits will require a reopener on the cash-in-lieu benefit.

Article 21. MILITARY LEAVE

21.1 Military leave shall be granted in accordance with the provisions of federal and state law. All employees entitled to military leave shall give the City Manager and/or his/her authorized agent an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

- 21.2 Employees shall be on unpaid leave for any period of active duty over thirty (30) calendar days in one fiscal year, pursuant to state law.

Article 22. LEAVE OF ABSENCE WITHOUT PAY

- 22.1 The City Manager may grant a permanent or probationary employee a leave of absence without pay or seniority for a period not to exceed three (3) months, upon written request of the employee, setting forth the reason for the request, and the approval, if granted, will be in writing.
- 22.2 Upon expiration of the regularly approved leave or within a reasonable period of time after notice to return to duty, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after said expiration, may be cause for discharge, in the discretion of the City Manager.
- 22.3 The Fire Chief may grant a permanent or probationary employee a leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the City's Personnel Officer.

Article 23. EMPLOYEES' SICK LEAVE

- 23.1 Shift employees will receive twelve (12) hours of sick/accident allowance leave for each full month of employment, up to a total of 144 hours per calendar year. Employees assigned to a forty (40) hour work week will receive 8.57 hours of sick/accident allowance leave for each full month of employment, up to a total of 102.82 hours per calendar year. All unused sick leave hours shall continue to accrue.
- 23.2 Sickness or accident benefit payments, including Workers' Compensation payments, for any work week shall not exceed an employee's normal straight-time weekly earnings.
- 23.3 Sick leave benefits are payable only for an employee's regularly scheduled workdays on which he/she is off as a result of the employee's illness or accident.
- 23.4 The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when absent one (1) or more full shifts. The City Manager or his/her authorized representative may terminate and/or withhold said benefits upon the employee's failure to furnish satisfactory and non-falsified proof of illness or accident.

- 23.5 Unused sick leave may be applied in situations of illness or accident of an employee's immediate family. The employee may be required to furnish a doctor's certificate or other satisfactory proof of illness or accident when requesting the use of personal sick leave for family members.
- 23.6 For the purpose of this Article, a "member of the employee's immediate family" shall include the husband, wife, registered domestic partner as defined by state law, mother/step, father/step, sister/step, brother/step, child/step, grandparent and legal dependents of the employee.
- 23.7 For purposes of sick leave retirement credit, sick leave balances will be calculated on the basis at which the hours were earned, i.e., 11.2 hours or 12.0 hours.

Article 24. SICK LEAVE INCENTIVE

- 24.1 To be eligible for any sick leave incentive pay, an employee must have accumulated a minimum of 480 unused sick leave hours at the time payment is made.
- 24.2 Thirty-three percent (33%) of annually earned and unused sick leave shall be paid to employees during the first two weeks of December. For purposes of computing sick leave incentive pay, sick leave is earned during the period of December 1 of one year through November 30 of the next year.
- 24.3 Employees may, at their option, receive the sick leave incentive payment in cash or have an equal number of hours added to their annual vacation. Employees may also elect to have an amount equivalent to their sick leave incentive deducted from their paychecks and deposited in their deferred compensation account.
- 24.4 Employees who do not wish to participate in the sick leave incentive program must notify the Finance Department between November 1 through November 15 of each year.

Article 25. SICK LEAVE CASH-OUT AT RETIREMENT

- 25.1 Employees who retire from the City on the regular PERS service retirement benefit may elect to receive a lump sum cash-out of 25% of their accrued sick leave balance as calculated at the time of retirement. This benefit is not applicable to employees who leave City service under any other conditions, including employees who retire under PERS disability retirements. Appropriate federal/state tax withholding will be made at the time of cash out. Employees wishing to participate in this benefit shall notify the Personnel Division of their intentions within thirty (30) days of their retirement date by completing a Sick Leave Cash Out Benefit form.

- 25.2 Unused sick leave hours will be cashed out as noted above. All sick leave hours that remain after the cash out will be certified to PERS for the benefit known as "Credit For Unused Sick Leave" as allowed by PERS.

Article 26. BEREAVEMENT LEAVE

- 26.1 In the event of a death in the immediate family of an employee or a member of the employee's immediate household, employees shall be granted time off for bereavement purposes. Employees assigned to a 40-hour shift will receive up to 40 hours, and employees assigned to a 56-hour shift will receive up to 72 hours of bereavement leave per calendar year. Employees who have exhausted their bereavement leave benefit will be allowed to use up to twenty-four (24) hours of accrued vacation, HTO or CTO leave per year to supplement this benefit. Under extenuating circumstances, employee may use other accrued time at the discretion of the Fire Chief.
- 26.2 For the purposes of this Section, the term "immediate family" shall include the husband, wife, father/step, mother/step, brother/step, sister/step, child/step, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, legal dependents, registered domestic partner as defined by state law, and grandchildren of the employee.

Article 27. JURY DUTY

- 27.1 Employees are encouraged to serve on jury duty. While so serving, they will still be paid by the City on the basis of a 56-hour week, at their normal rate of pay, for a maximum of six (6) weeks (i.e., 30 workdays) per calendar year, on condition that any compensation (in excess of mileage expenses) received from court be turned over to the City. Compensation for jury duty in excess of six (6) weeks per calendar year may be considered on a case by case basis.

Article 28. UNIFORMS

- 28.1 To increase professionalism in the Department, employee uniform allowances will be as follows:
- 28.2 The City shall provide each employee with a uniform allowance in the amount of one thousand five hundred dollars (\$1,500.00) per fiscal year, payable per pay period. This allowance is to cover all department approved uniforms, station and wildland boots, and any other voluntary purchase of equipment such as BDU wildland pants not issued as part of the department's PPE inventory.

- 28.3 The City shall provide Association members, who voluntarily choose to participate, with an interest free, 24 month loan for the purpose of purchasing an approved Class A dress uniform as defined in the Department's Uniform Manual. Repayment of the loan shall be accomplished through automatic payroll deduction each pay period. Proof of purchase (copies of receipts and/or invoices) shall be submitted to the City in order for Association members to qualify and participate in this program.
- 28.4 These allowances cover the cost of all uniform purchases. Employees are also required to maintain their uniforms consistent with professional cleaning standards.
- 28.5 The Department will meet and confer before making a substantial change in the uniforms. Such changes will be implemented at the beginning of the fiscal year, unless another date is selected by mutual agreement, at which time the employees will be paid the entire uniform allowance in a lump sum.

Article 29. JOB RELATED INJURY OR SICKNESS

- 29.1 For employees absent from work due to an on-the-job related injury or sickness, the City agrees to provide (for a period of up to one (1) year) compensation equal to the difference between the employee's regular daily, weekly or monthly base pay, and the amount granted by the Workers' Compensation carrier, but in no case to exceed the employee's regular daily, weekly or monthly regular salary including educational incentive pay. Under these circumstances the City reserves the right to require that the employee perform light duty assignments consistent with the employee's medical clearance.

Article 30. PROFESSIONAL DEVELOPMENT PROGRAM

- 30.1 The purpose of the Professional Development Program is to increase and maintain high levels of professionalism among employees in order to obtain a superior quality of service for the community. The program is intended to encourage and assist employees to prepare for and to cope with the changing role of a firefighter, today and in the future, by broadening educational background and experience.
- 30.2 Employees Hired On or After July 1, 2016: Employees who have completed their initial probationary period with the City shall be eligible to earn the professional development pay listed in Article 30.

Employees Hired Prior to July 1, 2016: Employees who have already earned professional development pay prior to July 1, 2016, and employees who are working towards completing professional development pay requirements and will complete the requirements by December 31, 2017, will receive professional

development pay pursuant to the prior professional development pay criteria as specified in the 2014 – 2016 MOU.

Additional professional development pay may be earned as follows:

- a. A 2.5% salary increase added to their base pay upon completion of an A.A. or A.S. degree from an accredited college or university. To be eligible for payment, employees must present proper documentation of coursework completion.
 - b. Upon completing the requirements set forth in 30.2, an additional 2.5% salary increase will be added to their base pay upon completion of a B.A. or B.S. Degree from an accredited college or university. To be eligible for payment, employees must present proper documentation of coursework completion.
 - c. Monthly Professional Development Certification Incentives (i.e., certification incentives) for rank specific qualifications and certifications are available. The certification incentives are rank specific and will not compound as employees change rank. To qualify for a certification incentive, proof of completion of the requirements must be provided to the Fire Chief in writing confirming the following:
 - i. Firefighters will receive a certification incentive of \$100.00 per month upon successful completion of CSFM Driver Operator 1A and 1B certification course work; certification from California State Fire Training as a Fire Apparatus Driver/Operator Pump (2015) or Driver Operator 1 (prior to 2015); the successful completion of the Clovis Fire Department acting Engineer Task Book for Engine and Truck operations; and, completion of the probationary period.
 - ii. Engineers will receive a certification incentive of \$125.00 per month upon successful completion of a CSFM Company Officer or Fire Officer Certification course work; certification from California State Fire Training as a Company Officer (2014) or Fire Officer (prior to 2014); the successful completion of the City of Clovis acting Captain Task book. Firefighters who have completed the certifications in Article 30.2.(c.i) will also be eligible for this incentive upon meeting the requirements of Article 30.2.(c.ii) above.
 - iii. Captains will receive a certification incentive of \$150.00 per month upon successful completion of the CSFM Chief Officer or Chief Fire Officer certification course work; certification from California State Fire Training as a Chief Fire Officer (2014) or Chief Officer (prior to 2014).
- 30.3 The City shall reimburse employees in the Unit for the cost of tuition, required fees (such as a health fee), required textbooks or e-books, for job-related courses leading to a college degree or State/National Fire Service certifications. To be

eligible for reimbursement, the course must be related to job duties or related to a position to which an employee might reasonably aspire.

The maximum reimbursement rate will be calculated September 1 of each year as the total of eight (8) semesters full-time undergraduate tuition, including required fees, at California State University Fresno. A total of \$2,000 for required textbooks or e-books will be added to the tuition fees noted above for a grand total maximum reimbursement. Expenses for courses which began prior to July 1, 2019 will not be included in the maximum lifetime allocation.

Reimbursement under this Section shall be made under the following conditions:

- a. Employees must have completed their initial probationary period with the City.
- b. By February 28 of each year, employees must submit a written request to participate in the Educational Incentive Program including an estimate of costs to be incurred during the following fiscal year.
- c. Course work must be for an accredited college or university degree program, and have the prior approval of the Fire Chief. Accreditation shall be through the U.S. Department of Education unless otherwise approved by the Fire Chief.
- d. An employee will be eligible for reimbursement of approved expenses for either an Associate's, Bachelor's or Master's degree. Fees for any combination of these degrees may be reimbursed as long as they do not exceed the employee's maximum allocation for the Educational Incentive Program.
- e. Course work must be work-related and determined by the Fire Chief to be of benefit to the City. Required course work as part of an approved undergraduate or Master's degree program is eligible for reimbursement.
- f. Reimbursement of approved course work and related expenses shall be contingent upon the attainment of a letter grade of "C" or better, or "Pass" in a course with Pass/Fail grading. Reimbursement shall be made after the employee submits expense receipts and proof of letter grade.
- g. Fees not required for enrollment such as parking, graduation related expenses, or travel will not be reimbursed.
- h. All courses for which reimbursement is sought shall be taken while off duty and not in paid status, except for on-line courses which may be taken on duty as long as it does not interfere with Department operations.
- i. State/National Fire Science certification shall include the following certifications: Chief Fire Officer, Company Officer, Executive Fire Officer,

Prevention Education, Driver-Operator certifications, or other certifications approved by the Fire Chief.

Article 31. HEALTH MAINTENANCE AND PHYSICAL FITNESS

31.1

- a. The City and the Association agree to develop programs to promote "employee wellness," and ensure employee health, during the course of employment with the City of Clovis.
- b. It is the intent of the City to provide all shift personnel with sufficient time to exercise on duty in order to meet health and physical fitness maintenance testing criteria. A one hour period will be available each day for physical fitness training.
- c. The City shall provide fitness equipment designed to assist employees to meet fitness test criteria. The types of equipment provided by the City shall be determined by the Fire Chief, based on the recommendations of the Joint Committee on Health Standards.

31.2 Employee Health Program

- a. Employee health information shall, be kept confidential. Data will be used, however, to compile a survey on the types of programs that are needed in order to improve employees' overall health, and the programs most desired by employees.
- b. The City and the Association shall work cooperatively, through a Joint Committee, to develop an ongoing program for "employee health" and health maintenance.

31.3. The health testing will cover the following areas:

1. Physical Exam
2. Hearing exam
3. Biometric Testing (height, weight, BP, and BMI)
4. Lab testing (PSA, CBC, Lipid, UA, AND CA125)
5. TB Testing
6. Treadmill EKG Testing
7. Immunizations (Hepatitis, MMR, Influenza and TDaP)

31.4 An ongoing Joint Committee on Health Standards (the "Committee") shall be established to: study methods of testing and the frequency of such testing (not less than annually).

31.5 The Joint Committee will be comprised of an equal number of employee and City representatives.

31.6 Smoking and Tobacco Product Use Policy

a. Ban on Workplace Smoking and Tobacco Product Use

The City thinks it is important for the health and fitness of all employees to maintain a tobacco free environment. Accordingly, the City hereby declares a hiring policy which disqualifies smokers and users of tobacco products from eligibility for employment. Employees hired after October 1, 1989 will not be permitted to smoke any tobacco products. Employees hired after July 1, 2004 will not be permitted to smoke or use any tobacco products. Failure to observe this policy may lead to disciplinary action, up to and including dismissal.

b. Employees hired prior to July 1, 2004 will be permitted to use smokeless tobacco products in a manner that is not offensive to other employees or the public and which does not interfere with the proper operations of the City or violate any restrictions established by State law. The Association shall be responsible to monitor and police its own unit members to insure appropriate conduct in this respect.

31.7 Health Maintenance

All employees will be given one (1) opportunity to participate in annual Health testing. The City will schedule three (3) Health test dates once per fiscal year, i.e., one test on each shift. Employees may attend any of the three scheduled shift dates to complete the volunteer health testing.

Health testing is voluntary; employees will not be compensated for time spent taking the test unless they are already on paid work status.

Annually, after testing has been completed, the Joint Health Committee shall meet to review the test results to determine if the revised health testing protocol is effective in identifying underlying medical problems and staying within budget limits for the program.

Effective the first day of the first pay period following the association ratification and City Council approval of this MOU, as part of replacing the physical fitness testing with a health test the City will raise the first step of all ranks by \$41.67 per month.

Article 32. EMERGENCY MEDICAL SERVICES

- 32.1 The City and the Association agree that the level of service that Clovis Firefighters should be providing is EMT. All non-probationary employees must be certified at this level.
- 32.2 Implementation of any Paramedic or advanced EMT program. The terms outlined in the Side Letter Agreement dated December 11, 2017 have been agreed upon covering impact to bid, pay scale for firefighter/paramedics, training and other items related to if or when the City chooses to implement Advance Life Support or paramedic services. (The Side Letter Agreement is attached hereto Exhibit A.) Any impacts not covered by the existing side letter agreement will follow the City meet and confer process on the impact to unit members' duties and workload.

Article 33. GRIEVANCE PROCEDURE

- 33.1 The City and the Association agree that all parties shall utilize the existing appeals mechanism provided for within the City of Clovis' Personnel Rules and Regulations for all cases regarding discharge or suspension, unless and until this Resolution is appropriately modified at the initiation of the City.
- 33.2 Policy Statement
- a. The bargaining unit employees herein are encouraged to solve difficulties and problems within their department. In the event that a difficulty or grievance cannot be settled within the department, the employee is encouraged to bring the matter to the attention of the City Manager.
- 33.3 Purpose
- a. The purpose of this grievance procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievances, and to guarantee orderly succession of procedures within which solutions may be pursued. It shall be incumbent upon all City employees to follow these procedures to settle their grievances.
- 33.4 All grievances shall be handled in accordance with the City of Clovis Personnel Rules and Regulations, Rule XIII, Grievance Procedure.

Article 34. LOSS/DAMAGE OF PROPERTY

- 34.1 When in the course and scope of employment, without fault of the unit member, a unit member's prescription eyeglasses, contact lenses or watch is/are broken, damaged or destroyed, the City shall, subject to proof and the terms below,

reimburse the unit member for the cost of said damage up to two hundred dollars (\$200.00) per incident.

- a. The City shall have reimbursement rights under any claim made to any insurance carriers, to the extent of the City's payment. The unit member shall cooperate with the City in obtaining payment/reimbursement from any insurance company. The unit member shall provide the City with copies of claim forms tendered to insurance companies.
- b. All claims for reimbursement shall be filed with the City within five (5) working days after the incident or loss.
- c. Nothing in this article shall require the City to replace an item which can be repaired to be in at least as good a condition as it was prior to the loss/damage.

Article 35. LAYOFF

35.1 The provisions of this article shall apply when the City institutes layoff of bargaining unit employees pursuant to Section 2 of the City Personnel Resolution.

35.2 Order of Layoff

- a. The City agrees that, in the event a layoff is instituted pursuant to Section 35.1., the reduction in force shall be accomplished in the following order:
 1. Temporary employees
 2. Contractual employees
 3. Permanent Part-time employees
 4. New probationary employees
 5. Permanent employees
- b. The City Manager and the Fire Chief shall determine in which bargaining unit classifications the layoffs shall occur based on the needs of the City.

35.3 Demotion to Vacancies

- a. Whenever a layoff is instituted pursuant to Section 35.1, and at the time of the layoff, there are vacant positions within the bargaining unit, the employee(s) affected by the layoff may demote to a vacant position for which the employee is qualified. If two employees seek to demote to the same position, the more senior employee shall assume the position. Seniority shall be defined as the employee with the longest uninterrupted period of service with the City of Clovis Fire Department.

35.4 Bumping/Seniority Rights

- a. Where a layoff is instituted in accordance with Section 35.1, and no bargaining unit positions are vacant at the time of the layoff, employees in the classification subject to layoff shall be laid off as follows: Employees with the least uninterrupted period of continuous City service within the classification shall be laid off first. If two or more employees have identical seniority, the least senior shall be based on final ranking upon completion of the City's recruit academy. Seniority shall be defined as the employee with the longest uninterrupted period of service with the City.
- b. Employees laid off pursuant to this paragraph shall have the right to bump less senior employees in any unit position for which the laid-off employee is qualified.

35.5 Reemployment List

- a. Employees who are laid off as a result of City action shall have their names placed on a reemployment list. Vacant positions in the bargaining unit shall be offered to qualified employees on the reemployment list by order of seniority, with the most senior-qualified employee recalled first.
- b. Names shall be maintained on the reemployment list for a period of two (2) years. Persons who decline a reemployment offer to any permanent position for which they are qualified shall be stricken from the reemployment list.

35.6 Reemployment

- a. A laid-off employee who is recalled to a position in which she/he had permanency shall not be required to serve a new probationary period. For purposes of reemployment, an employee shall be required to meet the minimum standards required of the employee at the time of layoff. Upon reemployment, a laid-off employee shall be restored sick leave and holiday time off, pro rata, which has not been paid to or on behalf of the employee at the time of layoff.
- b. Upon recall, the City will allow the recalled employee a reasonable period of time in which to reinstate certifications that may have lapsed during the employee's layoff.

35.7 Non-Discrimination

The City agrees that layoffs shall be accomplished without regard to an otherwise-qualified employee's race, color, national origin, religion, sex, age, or physical disability and any other protected class as defined by law; and, pursuant to all applicable federal and California state laws.

Article 36. STATION AND YARD MAINTENANCE

- 36.1 Yard maintenance shall be limited to fire stations staffed with Fire Department personnel. Station house maintenance shall not include installation of infrastructure, painting (except for touch-up painting consisting of less than one interior wall), new building construction, electrical, cement/masonry, or roof repair.

Article 37. ASSOCIATION RELEASE TIME BANK

- 37.1 Effective July 1st of each fiscal year, each employee shall donate six (6) hours from one of the following:
- a. Accrued Vacation Time
 - b. Accrued Compensatory Time
 - c. Accrued Holiday Time

Should an employee fail to designate a specific source, such donation shall be made from the employee's Holiday Time by default.

- 37.2 The hours donated to the Time Bank may be utilized by the Clovis Firefighters Association's elected officers for any Association matter. Release Time Bank hours may be used by any other Association member for any Association matter with the prior approval of the Fire Chief and Association President. The City Finance Department will maintain records of all hours donated annually to the Release Time Bank. Upon request, the City Finance Department will provide the Association with quarterly information regarding the available balance in the Release Time Bank and hours utilized.
- 37.3 The Association President shall authorize the use of the Release Time Bank hours for the elected officers of the Association or other Association members so authorized by the Association President. Hours utilized under this section shall be in minimum amounts of three (3) hour increments, and hour-for-hour after the three (3) hour minimum. The Association President shall provide the Fire Chief or his/her designee with a minimum of twenty-four (24) hours' notice prior to requesting the use of Release Time Bank hours. The use of Release Time Bank hours that impacts departmental operations/budget shall be subject to the approval of the Fire Chief or his/her designee.
- 37.4 The Association agrees to indemnify and hold harmless the City of Clovis, its officers, agents and employees from any claims or liability arising from the use of the Release Time Bank, including any legal or other actions taken to protest the application of this provision. It is agreed that Association personnel utilizing Release Time Bank hours shall be representing the Association and not the City of Clovis during the time that Release Time Bank hours are being utilized. It is further understood that the use of the Release Time Bank hours shall not constitute

“time worked” for the purpose of computing overtime or any other payroll or employee benefit, including workers’ compensation benefits.

Article 38. SOLE AGREEMENT

- 38.1 To the extent that any other agreement should be in conflict with the policies set forth in this MOU, these policies shall prevail.
- 38.2 If during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become a part of this MOU and subject to its terms.
- 38.3 The waiver of any breach or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.
- 38.4 In the event that any of the policies contained in this MOU should be declared by a court of competent jurisdiction to be unenforceable or illegal, that policy or set of policies shall be declared void. However, this action shall in no way invalidate the remaining policies contained in this MOU.
- 38.5 Written benefits or policies currently in effect which are within the scope of representation and are not expressly covered by this MOU are not intended to be eliminated, diminished or affected in any way.

Article 39. TERM

- 39.1 This MOU shall remain in effect for a period commencing July 1, 2019 and ending on June 30, 2022.
- 39.2 The Association membership has ratified the contents of this MOU, by their affirmative vote on or about, June 19, 2019.
- 39.3 The City Council voted to approve the contents of this MOU on July 1, 2019.

For the CITY:

For the ASSOCIATION:

Luke Serpa, City Manager

Tim Lesmeister, CFFA President

Shonna Halterman, City Negotiator

Trent McGill, CFFA Negotiator

Jason Ralls, City Negotiator

Sam Wilson, CFFA Negotiator

Lori Shively, City Negotiator

Rob Wright, CFFA Negotiator

Andy Soldo, City Negotiator

ATTEST:

John Holt, City Clerk

Date

**Side Letter Agreement to the 2019-2022 Memorandum
of Understanding between the City of Clovis and
Clovis Firefighters Association (CFFA)**

The City agrees to hold a joint meeting with all bargaining units to meet and discuss the feasibility and different options for retirement health savings plan(s) for all represented City bargaining units. The City will schedule the initial meeting no later than December 1, 2019.

For the CITY:

Luke Serpa, City Manager

Shonna Halterman, City Negotiator

Jason Ralls, City Negotiator

Lori Shively, City Negotiator

Andy Soldo, City Negotiator

For the ASSOCIATION:

Tim Lesmeister, CFFA President

Trent McGill, CFFA Negotiator

Sam Wilson, CFFA Negotiator

Rob Wright, CFFA Negotiator

ATTEST:

John Holt, City Clerk

Date



AGENDA ITEM NO: **18**

City Manager: *AA*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: July 1, 2019

SUBJECT: Approval – Bid Award for CIP 13-02, Shepherd and Minnewawa Traffic Signal, and; Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to pre-authorize the City Manager to award the subject project to the lowest responsible bidder and;
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that Council pre-authorize the City Manager to award and execute the contract to the lowest responsible bidder, so the contractor may start and complete construction in a timely manner.

The project involves the installation of a signalized intersection at the intersection of Shepherd and Minnewawa. The work shall include, but not be limited to, modification of pavement striping for the new signal condition, installation of traffic signal poles and equipment, pavement shoulder widening.

This action by Council will allow the City Manager to move forward with award and execution of the contract in the most prudent manner.

BACKGROUND

The project plans and specifications have been made available to prospective bidders. The bid opening is scheduled for July 9, 2019. The construction cost is estimated at \$500,000.00. The apparent low bidder will be determined following the bid opening process, and project award will take place after staff has validated bidder's license status through the California State Contractor's Board.

FISCAL IMPACT

This project was approved in the 2018-2019 fiscal year budget. The project is primarily supported by Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds. The construction cost has been estimated as noted above and funding is available and allocated at this amount. Staff will evaluate the lowest responsible bids in comparison with the estimated construction costs and will execute the contracts only if the lowest bid is financially responsive to the allocated funding.

REASON FOR RECOMMENDATION

Staff is requesting that the City Council pre-authorize the City Manager to award and execute the contract for the project to the lowest responsible bidder that meets the contract requirements. Staff is requesting this expedited process for maintaining the current project requirements and schedule commitments.- Pre-authorization for awarding of this project will allow the Engineering Division to deliver this project in a timely manner.

ACTIONS FOLLOWING APPROVAL

1. Staff expects to open bids and determine the lowest responsible bidder for the project, and Council will receive a report of the bid awards.
2. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
3. Construction will begin approximately two (2) weeks after contract execution and be completed in forty (40) working days thereafter.

Prepared by: Ian King, Assistant Engineer

Submitted by:



Michael Harrison
City Engineer

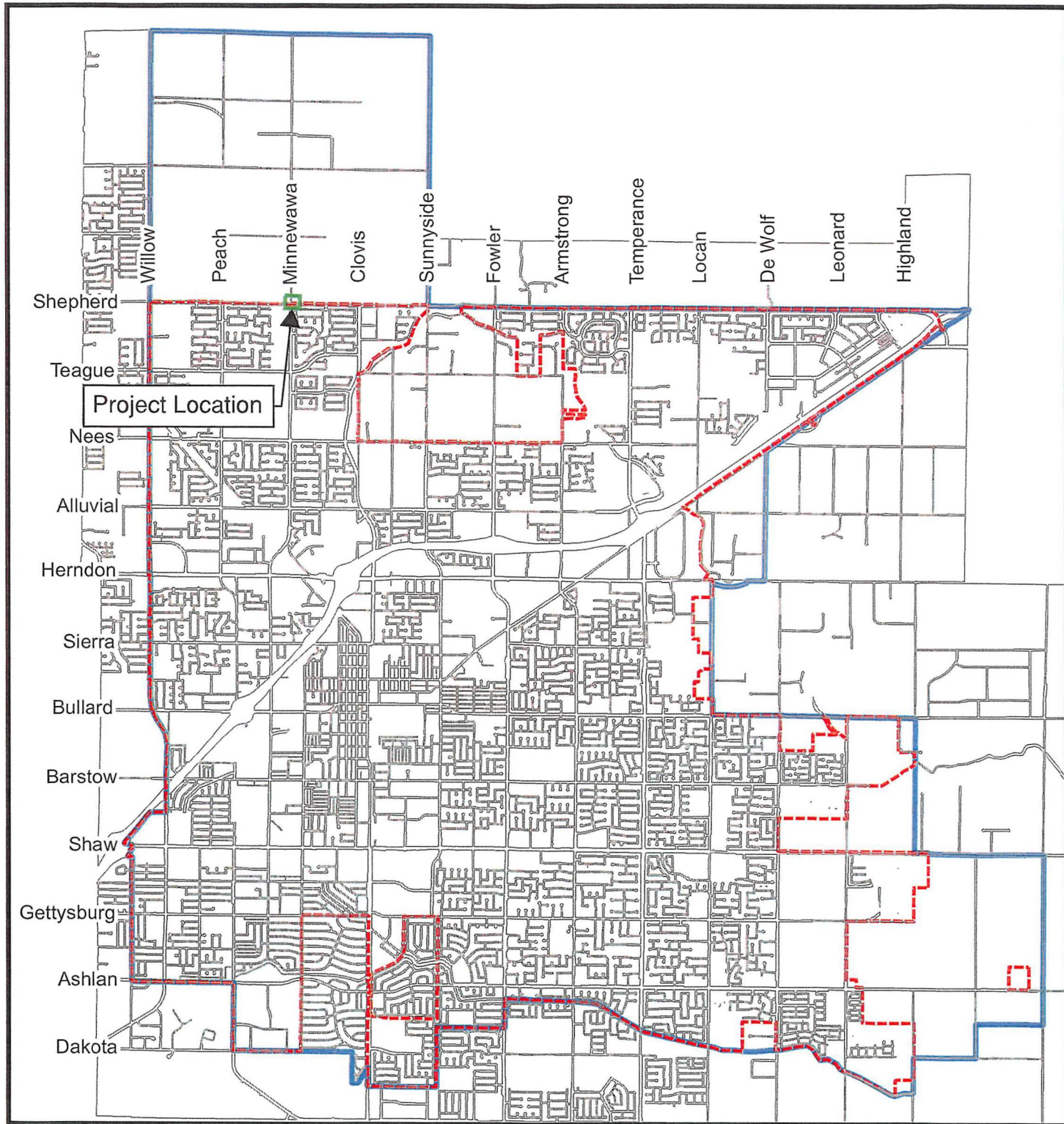
Recommended by:



Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 13-02 Shepherd and Minnewawa Traffic Signal



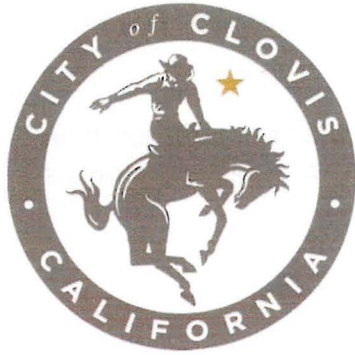
ATTACHMENT A



June 21, 2019

 CITY LIMITS  SPHERE OF INFLUENCE

Prepared By: Ian King



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: July 1, 2019

SUBJECT: Approval - Bid Award for CIP 17-14, Temperance Avenue Street Improvements from Shaw Avenue to Barstow Avenue, and; Authorize the City Manager to execute the contract on behalf of the City.

ATTACHMENT: (A) Vicinity Map

CONFLICT OF INTEREST

City Manager Luke Serpa owns property within 500 feet of said project.

RECOMMENDATION

1. For the City Council to pre-authorize the City Manager to award the subject project to the lowest responsible bidder; and
2. For the City Council to authorize the City Manager to execute the contract on behalf of the City.

EXECUTIVE SUMMARY

Staff is recommending that Council pre-authorize the City Manager to award and execute the contract to the lowest responsible bidder, so the contractor may start and complete construction in a timely manner.

This project will address existing pavement deficiencies, ADA compliance, and improve bicycle user safety with the addition of a bike lane on southbound Temperance Avenue. The Construction will include full street reconstruction, grinding, grading, compacting, asphalt concrete paving, ADA concrete improvements, installation of traffic markings and signs to current MUTCD standards.

This action by Council will allow the City Manager to move forward with award and execution of the contract in the most expedient manner, allowing construction to begin as soon as possible.

BACKGROUND

The project plans and specifications have been made available to prospective bidders. The bid opening is scheduled for July 9, 2019. The construction cost is estimated at \$762,000. The apparent low bidder will be determined following the bid opening process, and project award will take place after staff has validated bidder's federal paperwork and license status through the California State Contractor's Board.

FISCAL IMPACT

This project was approved in the 2018-2019 fiscal year budget and is supported by Regional Surface Transportation Program (RSTP). The construction cost has been estimated as noted above and funding is available and allocated at this amount. Staff will evaluate the lowest responsible bids in comparison with the estimated construction costs and will execute the contracts only if the lowest bid is financially responsive to the allocated funding.

REASON FOR RECOMMENDATION

Staff is requesting that the City Council pre-authorize the City Manager to award and execute the contract for the project to the lowest responsible bidder that meets the contract requirements. Pre-authorization for awarding Temperance Avenue Street Improvements will allow the Engineering Division to deliver this project in a timely manner.

ACTIONS FOLLOWING APPROVAL

1. Staff expects to open bids and determine the lowest responsible bidder for the project, and Council will receive a report of the bid awards.
2. The contract will be prepared and executed, subject to the Contractor providing performance security that is satisfactory to the City.
3. Construction will begin approximately two (2) weeks after contract execution and be completed in thirty-five (35) working days thereafter.

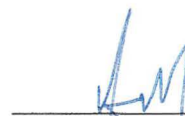
Prepared by: John Armendariz, Assistant Engineer

Submitted by:



Michael Harrison
City Engineer

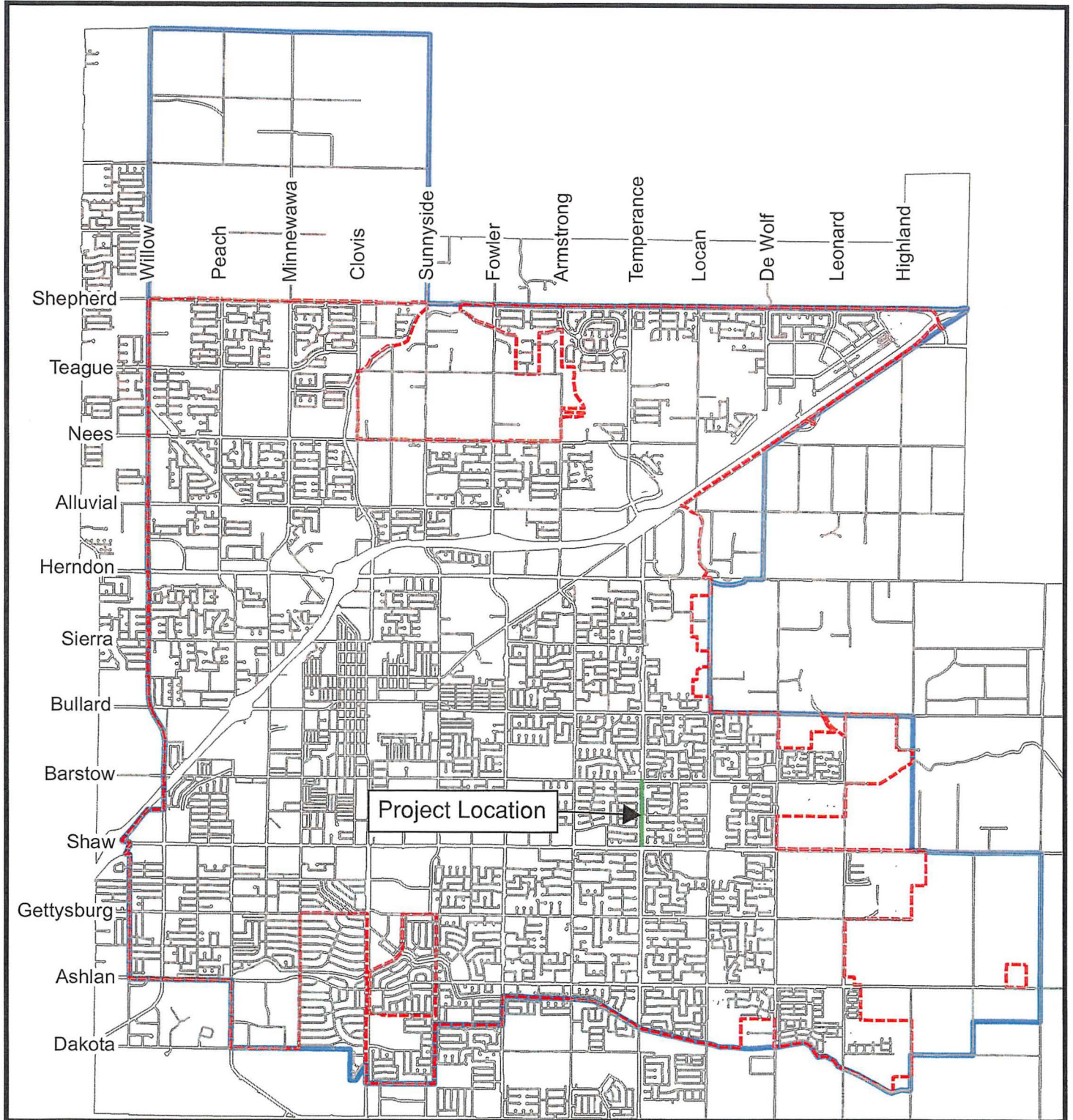
Recommended
by:



Dwight Kroll
Director of Planning and
Development Services

VICINITY MAP

CIP 17-14 Temperance Avenue Street Improvements



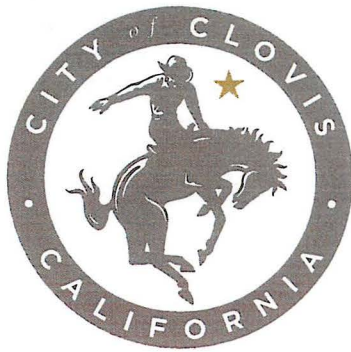
ATTACHMENT A



June 21, 2019

 CITY LIMITS  SPHERE OF INFLUENCE

Prepared By: John Armendariz



AGENDA ITEM NO: 20

City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Final Map for Tract 6209, located in the southwest area of Shepherd Avenue and Locan Avenue (Valley Coastal Development, LLC, a Limited Liability Company – Granville Homes).

ATTACHMENTS: (A) Res. 19-____
(B) Vicinity Map
(C) Copy of Final Map

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 19-____, which will:

1. Accept the offer of dedication of parcels and public utility easements within Tract 6209, and;
2. Authorize recording of the final map.

EXECUTIVE SUMMARY

The owner, Valley Coastal Development, LLC, a Limited Liability Company, acting as the subdivider, has submitted a final map. The improvement plans are being processed by City staff. The improvements to be installed include curb, gutter, sidewalk, street paving, sanitary sewers, water mains and landscaping. The subject tract is located on the southwest corner of Shepherd Avenue and Locan Avenue. It contains approximately 23.02 acres and consists of 71 units, zoned R-1.

FISCAL IMPACT

The subdivider will be installing sidewalk, sanitary sewers, water mains, and street landscaping, which will be perpetually maintained by the City of Clovis.

REASON FOR RECOMMENDATION

The subdivision agreement has been executed by the subdivider and all development fees paid or deferred in accordance with Municipal Code. The agreement provides for the developer to complete a technically correct map and improvement plans and to complete all required improvements in compliance with the conditions of approval. The improvements are adequately secured.

ACTIONS FOLLOWING APPROVAL

The final map will be filed with the Fresno County Recorder's office for recording.

Prepared by: Sarai Yanovsky, Assistant Engineer

Submitted by: 
Michael Harrison
City Engineer

Recommended by: 
Dwight Kroll, AICP
Director of Planning
And Development
Services

ATTACHMENT A

RESOLUTION 19-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS APPROVING FINAL SUBDIVISION MAP FOR TRACT NO. 6209

WHEREAS, a final map has been presented to the City Council of the City of Clovis for Tract 6209, by The City of Clovis, a Municipal Corporation; and

WHEREAS, said final tract conforms to the requirements of Chapter 2, Part 2, of Division 4 of the Business and Professions Code and to local ordinances.

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

1. The final map of Tract 6209, consisting of three (3) sheets, a copy of which is on file with the City Clerk, be and the same is hereby approved.
2. Approval of the Subdivision improvement plans for said tract are being completed by City Staff.
3. The preliminary Engineer's Cost Estimate of development cost of said tract, a copy of which is on file with the City Clerk, be and the same is hereby approved and adopted as the estimated cost of improvements for said subdivision in the sum of \$1,629,598.50.
4. The offer and dedication for public use of the parcels and easements specified on said map are accepted by the City of Clovis and the City Clerk is authorized and directed to execute said subdivision map.
5. This Council finds that the proposed subdivision, together with the provisions for its design and improvement, are consistent with applicable general and specific plans of the City of Clovis.
6. Improvement Security, as provided hereunder and in said Subdivision Agreement, is fixed at one hundred percent (100%) of the remaining improvements to be constructed or the sum of \$1,603,000.00 for guaranteeing specific performance of said agreement and fifty percent (50%) of the remaining improvements or the sum of \$815,000.00 for payment of labor and materials furnished by contractors, subcontractors, labormen and materialmen in connection with the improvements required to be made or constructed by said subdivider in conformity with said subdivision map or said agreement.

7. Subdivider shall furnish a bond in the sum of \$163,000.00 being the amount determined by the City Council of the City as necessary for the guarantee and warranty of the work for a period of one year following the completion and acceptance of the tract against any defective work or labor done, or defective materials furnished. Said bond is required to be furnished prior to acceptance of the tract by the City Council.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

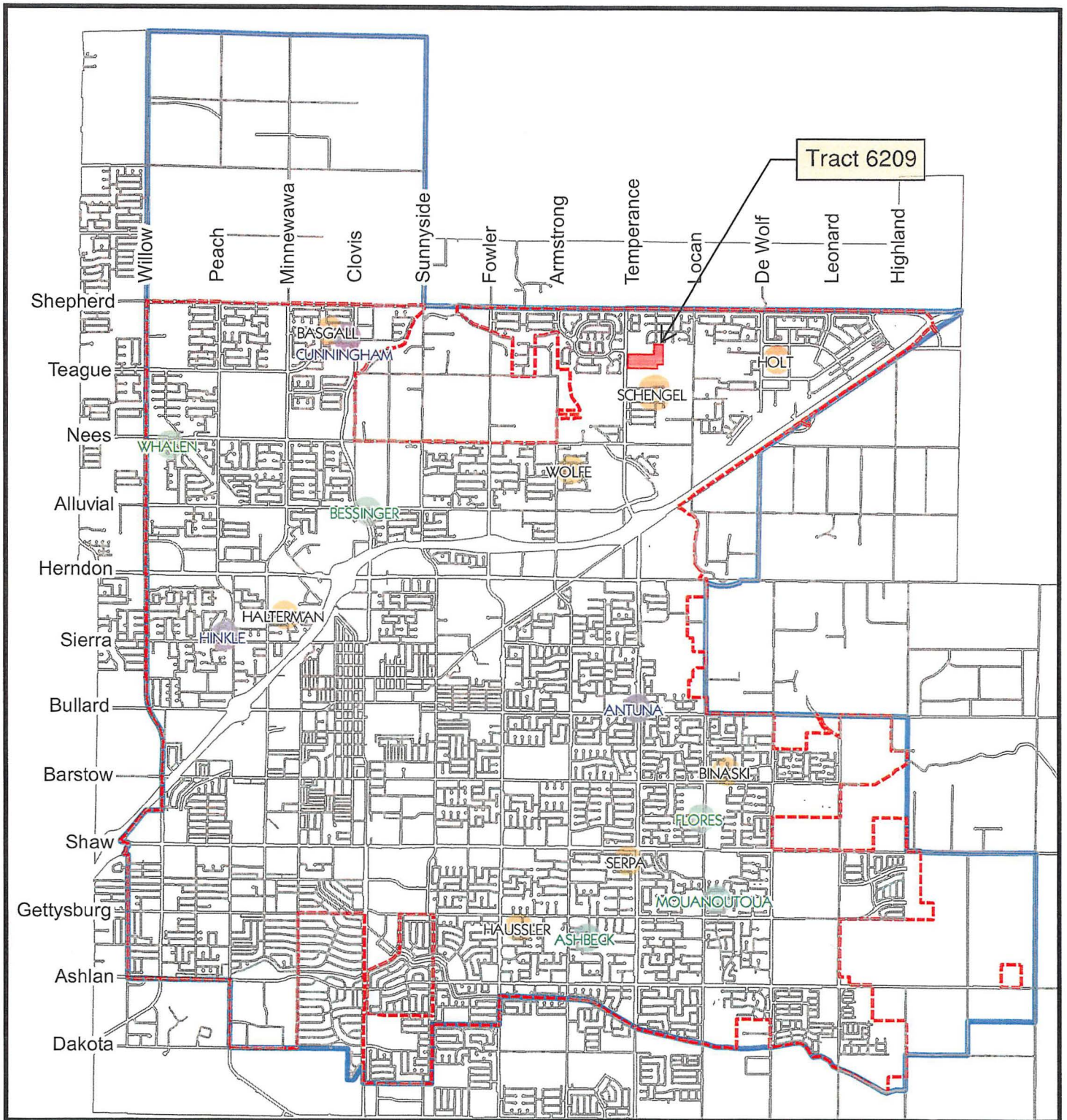
DATED:

Mayor

City Clerk

VICINITY MAP

Tract 6209 - Valley Coastal Development, LLC (Granville Homes)



ATTACHMENT B



 CITY LIMITS SPHERE OF INFLUENCE

June 24, 2019

Prepared By: Sarai Yanovsky

OWNER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR PUBLIC USE THE PARCELS AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

VALLEY COASTAL DEVELOPMENT, LLC, CALIFORNIA LIMITED LIABILITY COMPANY
THE AMENDED AND RESTATED DARIUS ASSEMI REVOCABLE TRUST, ITS MEMBER

BY: [Signature]
DARIUS ASSEMI TRUSTEE

TRACT NO. 6209

BEING A MERGER AND RE-SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN JANUARY 2018, BY BRET A. GIANNETTA
CONSISTING OF THREE SHEETS
SHEET ONE OF THREE SHEETS

LEGAL DESCRIPTION

THAT PORTION OF LOTS 10, 11, 22, 23 AND 26, AND LOTS 24 AND 25 OF BLOCK 1 OF THE MAP OF CARSON CALIMYRNA FIG ORCHARDS, RECORDED IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 50, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF TRACT NO. 6109, RECORDED IN VOLUME 87 OF PLATS, AT PAGES 68, 69 AND 70, FRESNO COUNTY RECORDS, THENCE NORTH 00°06'22" WEST ALONG THE WEST BOUNDARY OF SAID TRACT NO. 6109, A DISTANCE OF 108.00 FEET; THENCE SOUTH 89°53'38" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 58.50 FEET; THENCE NORTH 00°06'22" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 50.00 FEET; THENCE NORTH 00°04'37" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 445.00 FEET; THENCE NORTH 89°55'23" WEST, A DISTANCE OF 168.00 FEET; THENCE SOUTH 00°04'37" WEST, A DISTANCE OF 1.30 FEET; THENCE NORTH 89°55'23" WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 00°04'37" WEST, A DISTANCE OF 236.30 FEET; THENCE NORTH 89°55'23" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 00°04'37" WEST, A DISTANCE OF 130.27 FEET; THENCE SOUTH 50°58'51" EAST, A DISTANCE OF 61.23 FEET; THENCE SOUTH 00°00'28" WEST, A DISTANCE OF 97.97 FEET; THENCE WESTERLY ALONG A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS NORTH 06°31'33" WEST, HAVING A RADIUS OF 215.00 FEET, THROUGH A CENTRAL ANGLE OF 06°24'36", A DISTANCE OF 24.05 FEET; THENCE SOUTH 89°53'03" WEST, A DISTANCE OF 1,067.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE SOUTH 00°00'28" WEST ALONG SAID WEST LINE, A DISTANCE OF 429.00 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 89°53'03" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,325.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 00°03'14" EAST, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 330.47 FEET; THENCE NORTH 89°53'38" EAST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 189.88 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE ABANDONED STREET BY ORDER OF BOARD OF SUPERVISORS OF FRESNO COUNTY BY ORDER OF ABANDONMENT, RECORDED AUGUST 28, 1958 IN BOOK 4106, PAGE 437 AS DOCUMENT NO. 54384, FRESNO COUNTY RECORDS.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING:

1. THE EFFECT OF AN INSTRUMENT ENTITLED "BEFORE THE BOARD OF DIRECTORS OF THE FRESNO METROPOLITAN FLOOD CONTROL DISTRICT RESOLUTION PROVIDING FOR THE RECORDATION OF A MAP IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES" EXECUTED BY FRESNO METROPOLITAN FLOOD CONTROL DISTRICT AND CITY OF FRESNO, RECORDED JULY 31, 1995 AS DOCUMENT NO. 95092128, OFFICIAL RECORDS.



SURVEYOR'S STATEMENT:

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DARIUS ASSEMI ON JANUARY 2, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature]
BRET A. GIANNETTA, P.L.S. 8177 LIC. EXP. 12/31/20

6/5/19
DATE

CITY ENGINEER'S STATEMENT

I, MICHAEL J. HARRISON, CITY ENGINEER OF THE CITY OF CLOVIS, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

MICHAEL J. HARRISON P.L.S. 8088 EXP. 3/31/20 DATE
CITY ENGINEER

CITY CLERK'S CERTIFICATE

I, JOHN HOLT, DO HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF CLOVIS BY RESOLUTION ADOPTED ON June 4, 2019 APPROVED THE WITHIN MAP AND ACCEPTED SUBJECT TO IMPROVEMENT ON BEHALF OF THE PUBLIC ANY REAL PROPERTY AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION. THIS INCLUDES APPROVAL OF WRITTEN NOTATIONS OF ALL ABANDONED EASEMENTS CONTAINED WITHIN THIS MAP.

DATE: _____ BY: JOHN HOLT, CITY CLERK

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF FRESNO }
ON June 4, 2019, BEFORE ME, Cyndney Serpa, notary public, WHO PERSONALLY APPEARED, Darius Assemi, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE [Signature]
NAME Cyndney Serpa
COUNTY OF Fresno
MY COMMISSION EXPIRES April 13, 2023
MY COMMISSION NUMBER 2295178

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF FRESNO }
ON _____, BEFORE ME, _____, WHO PERSONALLY APPEARED, _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE _____
NAME _____
COUNTY OF _____
MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

ATTACHMENT C

TRACT NO. 6209

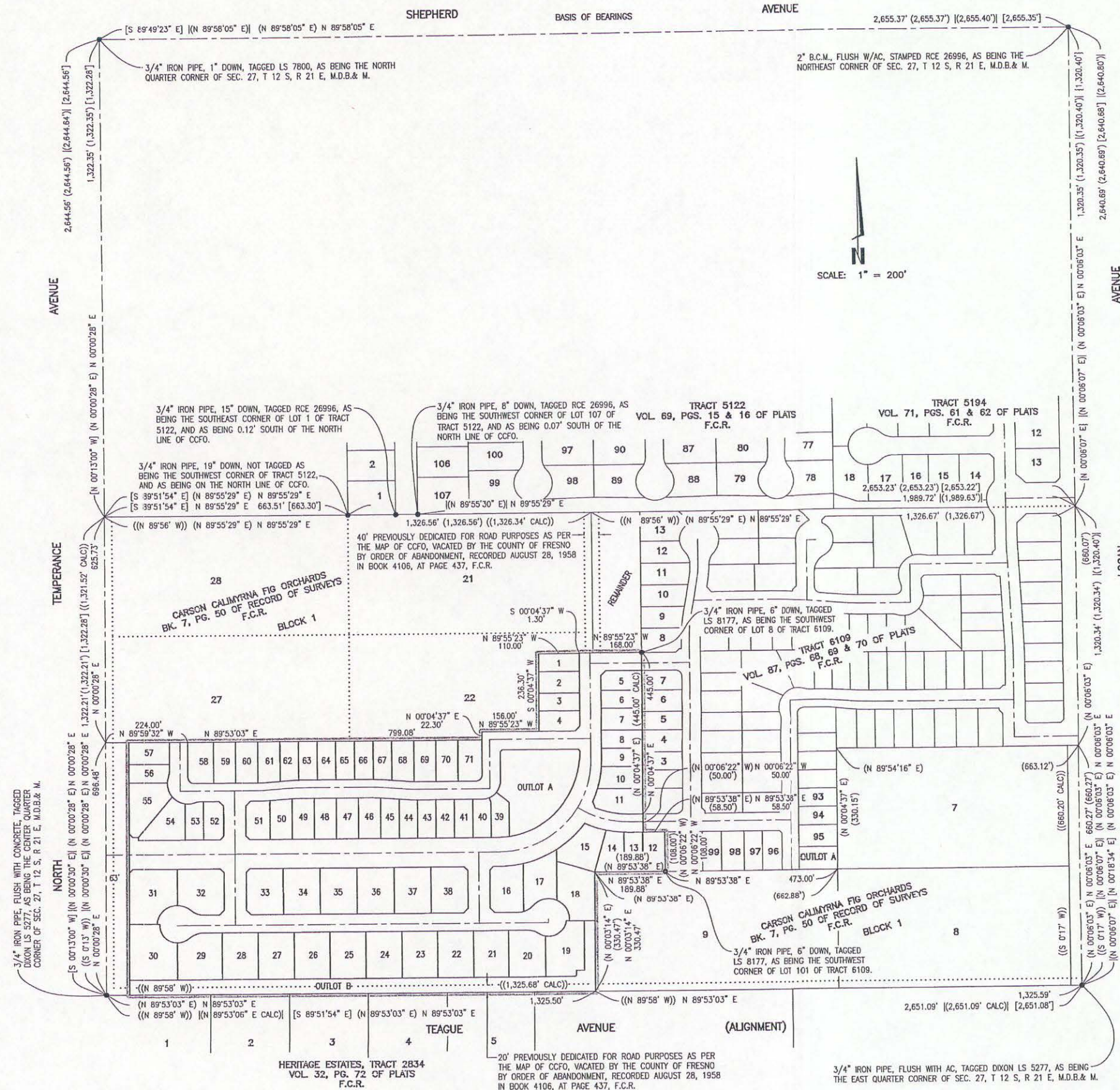
BEING A MERGER AND RE-SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN JANUARY 2018, BY BRET A. GIANNETTA
**CONSISTING OF THREE SHEETS
SHEET TWO OF THREE SHEETS**

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN AS BEARING NORTH 89°58'05" EAST AS PER THE FINAL MAP OF TRACT NO. 5122, RECORDED IN VOLUME 69 OF PLATS, AT PAGES 15 & 16, FRESNO COUNTY RECORDS.

LEGEND:

- MONUMENT FOUND AND ACCEPTED AS NOTED
- () RECORD DATA AS PER THE FINAL MAP OF TRACT NO. 6109, RECORDED IN VOLUME 87 OF PLATS, AT PAGES 68, 69 & 70, FRESNO COUNTY RECORDS.
- [] RECORD DATA AS PER THE FINAL MAP OF TRACT NO. 5122, RECORDED IN VOLUME 69 OF PLATS, AT PAGES 15 & 16, FRESNO COUNTY RECORDS.
- [] RECORD DATA AS PER THE FINAL MAP OF TRACT NO. 6049, RECORDED IN VOLUME 83 OF PLATS, AT PAGES 89 & 90, FRESNO COUNTY RECORDS.
- (()) RECORD DATA AS PER THE MAP OF CARSON CALIMYRNA FIG ORCHARDS, RECORDED IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 50, FRESNO COUNTY RECORDS.
- [] RECORD DATA AS PER THE FINAL MAP OF TRACT NO. 5194, RECORDED IN VOLUME 71 OF PLATS, AT PAGES 61 & 62, FRESNO COUNTY RECORDS.
- CALC CALCULATED FROM RECORD DATA
- CCFO THE MAP OF CARSON CALIMYRNA FIG ORCHARDS, RECORDED IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 50, FRESNO COUNTY RECORDS.
- CH CHAINS
- F.C.R. FRESNO COUNTY RECORDS
- INDICATES THE LIMITS OF THIS SUBDIVISION



LEGEND:

- SET 3/4" IRON PIPE, 30" LONG, 6" DOWN, TAGGED LS 8177, OR AS NOTED.
- ▲▲▲▲ INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS
- ▲ PREVIOUSLY DEEDED TO THE CITY OF CLOVIS IN FEE FOR STREET AND PUBLIC UTILITY PURPOSES AS PER GRANT DEED RECORDED OCTOBER 11, 2017 AS DOCUMENT NO. 2017-0132317, FRESNO COUNTY RECORDS.
- ▲ PREVIOUSLY DEEDED TO THE CITY OF CLOVIS IN FEE FOR STREET AND PUBLIC UTILITY PURPOSES AS PER GRANT DEED, RECORDED OCTOBER 11, 2017 AS DOCUMENT NO. 2017-0132318, FRESNO COUNTY RECORDS.
- CCFO THE MAP OF CARSON CALIMYRNA FIG ORCHARDS, RECORDED IN BOOK 7 OF RECORD OF SURVEYS, AT PAGE 50, FRESNO COUNTY RECORDS.
- F.C.R. FRESNO COUNTY RECORDS
- (R) INDICATES RADIAL BEARING
- INDICATES THE LIMITS OF THIS SUBDIVISION

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.
- LE LANDSCAPE EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- ▲ NOW OFFERED FOR STREET AND UTILITY PURPOSES TO THE CITY OF CLOVIS.
- OUTLOT A NOW OFFERED TO THE CITY OF CLOVIS FOR PUBLIC USE.

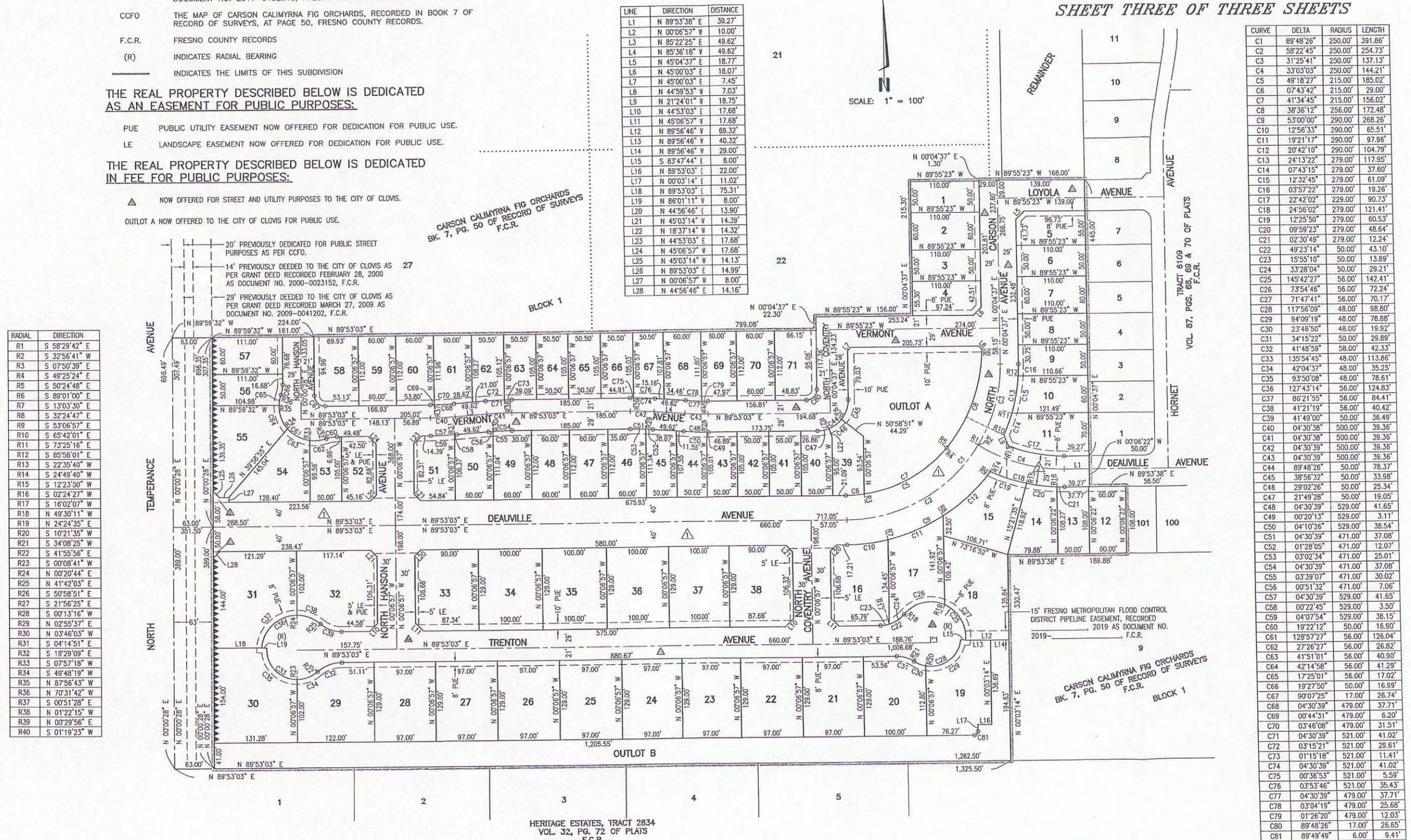
NOTE:

1. SET 3/4" IRON PIPE, 6" DOWN, TAGGED LS 8177 AT ALL LOT CORNERS.
2. OUTLOT B FOR DRAINAGE CHANNEL PURPOSES.

TRACT NO. 6209

BEING A MERGER AND RE-SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 12 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA SURVEYED AND PLATTED IN JANUARY 2018, BY BRET A. GIANNETTA

CONSISTING OF THREE SHEETS
SHEET THREE OF THREE SHEETS





AGENDA ITEM NO: 21

City Manager: [Signature]

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Annexation of Proposed Tract 6209, located in the southwest area of Shepherd Avenue and Locan Avenue, to the Landscape Maintenance District No. 1 of the City of Clovis (Valley Coastal Development, LLC, a Limited Liability Company – Granville Homes)

ATTACHMENT: (A) Res. 19-____

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to approve Res. 19-____, that will annex proposed Tract 6209, located on the southwest area of Shepherd Avenue and Locan Avenue, to the Landscape Maintenance District No. 1 of the City of Clovis (Valley Coastal Development, LLC, California Limited Liability Company – Granville Homes).

EXECUTIVE SUMMARY

The owner, Valley Coastal Development, LLC, a Limited Liability Company, acting as the subdivider, has requested to be annexed to the Landscape Maintenance District No. 1 of the City of Clovis as set forth by the Conditions of Approval for Tentative Tract Map 6209.

BACKGROUND

Valley Coastal Development, LLC, a Limited Liability Company, the developer of Tract 6209, has executed a covenant that this development be annexed to the City of Clovis LMD No. 1. An executed copy can be provided on request. Council formed the original District on July 15, 1985, for the purpose of funding the maintenance of landscaped areas and parks.

Under the provisions of the Landscaping and Lighting Act of 1972 and in accordance with Article XIII C and Article XIII D of Proposition 218, all the owners of property proposed for annexation have provided a written request and consent to annexation and have executed a covenant (petition) indicating acceptance of the annual assessment.

The Covenant provides for the addition of an enhanced landscape maintenance zone for the maintenance of street landscaping on the neighborhood park, median islands and the landscape strips along the Deauville Avenue, Vermont Avenue, Trenton Avenue, North Hanson Avenue and North Coventry Avenue, and the block wall and architectural pilasters along Deauville Avenue Development properties in Tract 6209 will pay the added assessment at the request of the developer. The enhanced, or added, maintenance will be the responsibility of the City.

FISCAL IMPACT

This project will add landscaping to the Landscape Maintenance District No. 1 of the City of Clovis shown as follows:

| | <u>Tract 6209</u> | <u>Year to Date</u> |
|------------------------|-------------------|---------------------|
| LMD Landscaping added: | 0.570 acres | 0.570 acres |
| Resource needs added: | 0.0570 person | 0.0570 person |

The resource needs estimate is based on 1 person per 10 acres of landscaped area.


REASON FOR RECOMMENDATION

The property owners for the subject tract and parcel map have requested annexation into the City of Clovis LMD No. 1.

ACTIONS FOLLOWING APPROVAL

Tract 6209 shall become a part of City of Clovis LMD No. 1 and will be assessed next year for maintenance costs.

Prepared by: Sarai Yanovsky, Assistant Engineer

Submitted by: 
Michael Harrison
City Engineer

Recommended by: 
Dwight Kroll, AICP
Director of Planning
And Development
Services

ATTACHMENT A

RESOLUTION 19-____

A RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, APPROVING ANNEXATION TO LANDSCAPING MAINTENANCE DISTRICT NO. 1 OF THE CITY OF CLOVIS

WHEREAS, City of Clovis Landscape Maintenance District No. 1 ("District") was formed by Resolution No. 85-78, adopted July 15, 1985, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of proposed Tract No. 6209, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:

1. That the public interest and convenience require that certain property described in Exhibit "A" attached hereto and by reference incorporated herein be annexed into Landscape Maintenance District No. 1 of the City of Clovis for the maintenance and servicing of landscaping facilities.

2. The City Clerk shall receive and file the maps showing the boundaries of the areas annexed as set forth in Exhibit "A" which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

City Clerk



AGENDA ITEM NO: 22
City Manager: LS

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Police Department

DATE: July 1, 2019

SUBJECT: Approval - Res. 19-____, Amending the Police Department's budget for FY 2019-2020 to reflect the Department of Alcoholic Beverage Control 2019-2020 GAP grant award in the amount of \$46,334.

ATTACHMENTS: Attachment 1 - Resolution for ABC Grant Assistance Program
Attachment 2 - Copy of Grant Contract and Memorandum of Understanding

CONFLICT OF INTEREST

None

RECOMMENDATION

1. Approve the acceptance of the GAP grant from ABC.
2. Approve Resolution 19-____, amending the Police Department's budget for FY 19-20.

EXECUTIVE SUMMARY

The Clovis Police Department has been awarded a grant through ABC's Grant Assistance Program for \$46,334 to reduce the number of violations at ABC licensed establishments and reduce minors' access to alcohol through a combination of enforcement and education. Grant funds will primarily be used to offset personnel costs, allowing the Police Department to staff directed enforcement details utilizing minor decoy operations, shoulder tap operations, licensee inspections, and Teenage Party Prevention and Dispersal (TAPPED) operations. These operations will be done in conjunction with ABC. Funding will also be used to allow the department to provide outreach and education to ABC licensed business owners on prevention and to middle and high school students.

BACKGROUND

The Police Department applied for this grant early in 2019 and just recently received notification of award of the grant. The Police Department has been awarded the GAP Grant in 2013, 2015, and 2017. The grant was of similar size and used for similar enforcement activities resulting in greater ABC compliance by local businesses and a reduction in alcohol-related crime at ABC licensed establishments.

FISCAL IMPACT

The Police Department will utilize grant funds to pay for all overtime costs for officers to work enforcement and education details. All details will be staffed with overtime and will not pull resources from other patrol responsibilities. Some administrative activities associated with the grant will be conducted during the regular duty hours of the program manager. The grant will also completely cover miscellaneous expenses associated with education materials and investigations.

Acceptance of this grant is not expected to have any impact on the allocation of funds in the city budget.

REASON FOR RECOMMENDATION

The ABC Grant Assistance Program requires that the Clovis City Council approve the grant and amend the Police Department budget to reflect the award.

ACTIONS FOLLOWING APPROVAL

After the Council approval, the 2019-2020 Police Department Annual Budget will be amended as described.

Prepared by: Sandi Macy

Submitted by: 
Matthew Basgall, Chief of Police

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS
FOR THE USE OF ALCOHOLIC BEVERAGE CONTROL FUNDS
FOR 2019-2020**

WHEREAS, the City Council of the City of Clovis approved the 2019-2020 Budget on June 10, 2019; and

WHEREAS, the Police Department will be awarded \$46,334 from the Department of Alcoholic Beverage Control for the Grant Assistance Program; and

WHEREAS, the City Council determines that these expenditures are necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clovis that the 2019-2020 Budget be amended as provided in the Exhibit A "Summary of Expenditures, By Department", "Summary of Expenditures by Fund."

IT IS AGREED that any liability arising out of the performance of the contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: July 1, 2019

Mayor

City Clerk

EXHIBIT A

SUMMARY OF EXPENDITURES

SUMMARY OF EXPENDITURES BY DEPARTMENT

| | | |
|--------------|--------|----------|
| DEPARTMENT - | Police | \$46,334 |
|--------------|--------|----------|

SUMMARY OF EXPENDITURES BY FUND

| | | |
|--------|--------------|----------|
| FUND - | General Fund | \$46,344 |
|--------|--------------|----------|

SUMMARY OF REVENUES BY DEPARTMENT

| | | |
|--------------|--------|----------|
| DEPARTMENT - | Police | \$46,344 |
|--------------|--------|----------|

SUMMARY OF REVENUES BY FUND

| | | |
|--------|--------------|----------|
| FUND - | General Fund | \$46,344 |
|--------|--------------|----------|

All expenditures will be from 56300 – Police Department Grants

ATTACHMENT 2

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA08

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR NAME

City of Clovis through the Clovis Police Department

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$46,334

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| EXHIBITS | TITLE | PAGES |
|-------------|--|---------|
| Exhibit A | Scope of Work | 4 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C * | General Terms and Conditions GTC 04/2017 | 04/2017 |
| Exhibit D | Special Terms and Conditions | 1 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Clovis through the Clovis Police Department

CONTRACTOR BUSINESS ADDRESS

1233 5th Street

CITY

Clovis

STATE

CA

ZIP

93612

PRINTED NAME OF PERSON SIGNING

Matthew Basgall

TITLE

Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Pattye Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCOPE OF WORK

SUMMARY:

AGENCY DESCRIPTION: The City of Clovis is located in the central San Joaquin Valley with a population of approximately 113,000 citizens. The City of Clovis borders the largest City in the Central Valley, Fresno. Clovis is approximately 24.36 square miles and plans to increase its sphere of influence approximately five square miles within the next five years. The City is primarily a suburban, single-family residence bedroom community. The Clovis Police Department is allotted to 106 sworn officers, but currently has 99. The departments current structure includes 1 Police Chief, 5 Captains, 2 lieutenants, 10 Sergeants, 14 Corporals, 67 officers and 16 community service officers. Clovis Police Department is comprised of six divisions: Administration, Support Services, Communications, Investigations, Patrol and Youth Services. The Patrol Division is comprised of 7 Sergeants, 9 Corporals, and 46 Officers. Of the 99 sworn officers within the Clovis Police Department, 62 are assigned to patrol. The City of Clovis currently has 212 ABC licensed businesses.

FUNDING REQUESTED: \$46,334

GOALS AND OBJECTIVES: The goal of the project is to address alcohol violations at Clovis ABC licensed establishments through enforcement and education and to reduce minors' access to alcohol through a combination of education, deterrence and enforcement. The specific goals are as follows:

1. Increase public awareness regarding alcohol related violations.
2. Reduce juvenile/minor access to alcohol and seek criminal and administrative penalties for those furnishing them with alcohol.
3. Reduce alcohol related criminal activity associated with licensed establishments in the city.

This will be accomplished by the following methods;

1. Provide three (3) news releases on grant enforcement activities.
2. Coordinate and conduct at least three (3) Minor Decoy Operations.
3. Coordinate and conduct at least four (4) TAPPED / "Party Patrol" Operations.
4. Coordinate and conduct at least three (3) Trap Door Operations.
5. Coordinate and conduct at least three (3) Shoulder Tap Operations.
6. Coordinate and conduct at least two (2) IMPACT Operations.
7. Coordinate and conduct at least two (2) ROSTF Operations.
8. Coordinate and conduct, at least two (2) General Enforcement Operations designed to identify and target problematic ABC licensed establishments.
9. Schedule and coordinate two (2) L.E.A.D. classes with ABC, hosted at Clovis PD.
10. Participate in a minimum of three (3) community events to provide outreach to minors and students.
11. Develop and provide three (3) roll call trainings on alcohol related violations to Department personnel.
12. Participate in the statewide shoulder tap operation in March 2020.

NUMBER OF ABC LICENSED LOCATIONS: There are currently 212 ABC licensed establishments within the City of Clovis. This includes 126 On-Sale licenses and 77 Off-Sale licenses. There are an additional 9 ABC licenses for Non-Retail, 6 of which are small beer manufacturers with tasting rooms.

NUMBER OF ALLOTTED FULL TIME PEACE OFFICER POSITIONS: 106 Officers.

SCOPE OF WORK

PROBLEM STATEMENT:

Two specific problem areas are in need of direct attention, which will be addressed by this grant;

1. **MINORS' ACCESS TO ALCOHOL:** The City of Clovis faces a significant problem with juvenile/minor consumption of alcoholic beverages at residential parties. Many of these parties have well over fifty attendees and no parental/adult supervision. Limited resources affect patrol staff's ability to manage these parties and take enforcement action. The city also hosts large community events such as Clovis Rodeo, Big Hat Days, and Clovis Fest which draw up to 100,000 people during these events. ABC has conducted their own operations at these events and has historically made several minor in possession arrests.
 2. **OVERSIGHT OF ABC LICENSED ESTABLISHMENTS:** There are 212 ABC licensed establishments within the City of Clovis. Management of those establishments is an ancillary duty of the department's Planning and Neighborhood Services Division which is comprised of three Corporals overseen by one Captain. ABC license duties take approximately 50% of the time of one of the Corporals assigned to the unit. Budgetary constraints do not currently allow for proactive inspections or investigation of establishments after licenses are issued. Of the licenses in the city, 7 are type 48 nightclubs or bars, 6 of which are located within an approximate half mile radius in an area commonly referred to as "Old Town." This area has seen an increase in alcohol license applications. At the end of 2014, the City amended its zoning restrictions and has allowed for the Old Town area to have beer and wine tasting. The applications for new businesses like craft beer makers continue to increase. These businesses have begun offering live music, dancing, or a "nightclub/bar" type atmosphere in order to draw more business. The census tract comprising this area is over triple the recommended saturation level, with 45 active licenses. In 2018, patrol officers responded to 651 calls for service related to type 48 licensed businesses alone. The continual calls for service have been clearly identified as related to two specific bars downtown that are next door to each other. Between these two bars there have been 151 calls for service at their specific locations during 2018. Efforts have been made to decrease the calls for service which include gang crimes, assaults, human trafficking, drug sales and alcohol related incidents that lead to large physical disturbances requiring all of the police resources in the city for one incident. Thursday nights in Old Town are "College Night" and draw large numbers of people. Thursdays require continual police presence, and frequently all available patrol resources are needed to deal with problems related to ABC licensed premises.
- Additionally, the Clovis Police Department has investigated several shootings and major disturbances that have occurred in the parking lot on the north west corner of Willow Ave and Shaw Ave in Clovis. These incidents were all related to subjects who were drinking at Classic Billiards and the 500 Club Casino. In 2018, 20 investigations were conducted regarding significant fights at ABC licensed establishments in Clovis.

The lack of funding/personnel for consistent oversight of these, and other, ABC establishments contributes to Clovis PD's inability to proactively address licensee violations. The city has received complaints regarding licensee's sign violations and furnishing alcohol violations, but the department has not had adequate staffing to be able to address them.

Exhibit A

SCOPE OF WORK

In 2016-2017, Clovis PD received a grant from the ABC. Due to additional enforcement made possible by the ABC Grant for the last half of 2016 and the first half of 2017, calls for service saw a significant decrease in the downtown area. L.E.A.D.S. trainings for the establishments citywide, I.M.P.A.C.T inspections, trap-door operations, downtown saturated patrols and minor decoy operations led to this decrease. The lack of grant funding in 2017-2018 and 2018-2019 resulted in a decrease in proactive enforcement. Alcohol related violations stemming from proactive enforcement was merely 26 violations in 2017 and 21 violations in 2018. This was down from 51 proactive enforcement violations during the last ABC grant year of 2016. The Clovis Police Department was proud of the proactive approach and the assistance of grant funding from ABC to attack the problem head on. Unfortunately, staffing levels and the lack of available funding for these special details and overtime has resulted in very few of them continuing after the conclusion of the grant funding. Calls for service and the trend of restaurants wanting to become night clubs is on the rise. Juvenile alcohol related crimes and the number of parties with minors binge drinking is also on the rise. We need to keep momentum in our proactive enforcement measures already taken to so we can continue to have positive outcomes in deterring alcohol related offenses.

PROJECT DESCRIPTION:

The Clovis Police Department will re-implement the strategies and pro-active details that were used in the past to successfully solve and be proactive in reducing alcohol related crime. Funding would be used to continue licensee education through hosting L.E.A.D. trainings and distributing educational brochures, officer education in ABC laws, and details such as minor decoy operations, trap door operations, IMPACT inspections, ROSTF, and juvenile party patrols.

AWARENESS AND EDUCATION: Education of businesses and the public regarding laws and statistics will be done in the form of LEAD (Licensee Education on Alcohol and Drugs) trainings, and literature such as brochures containing information from ABC being made available at the police department and major community events through the police explorer post. Officers will receive continued training during roll call briefings. The news media will also be utilized to generate community awareness. They will be invited to ride along during the operations and the Police Department will issue media releases at the conclusion of the operations emphasizing the ABC grant assisted program and statistics generated during the operations.

MINOR DECOY OPERATIONS / SHOULDER TAP OPERATIONS: The Clovis Police Department will utilize subjects less than 20 years of age as decoys for purchasing alcoholic beverages from ABC licensed establishments and soliciting those frequenting ABC establishments to purchase alcohol for them. During at least three Minor Decoy operations three teams consisting of at least one sworn Clovis Police officers and one decoy will check whether licensees are selling alcohol to minors. During at least three Shoulder Tap operations two teams consisting of at least two sworn Clovis Police Officers and one decoy will solicit patrons outside of ABC licensed establishments to purchase alcohol for them. Based upon availability, at least one ABC representative will be included in each operation.

SCOPE OF WORK

TAPPED OPERATIONS: The Clovis Police Department will conduct four “party patrol” operations. Four sworn Clovis Police Officers, assisted by at least one ABC representative, will engage in directed enforcement on dates involving high likelihood of juvenile alcohol parties. Officers will work with Clovis Unified School District to develop intelligence through social media and school resources to identify locations of juvenile parties. Officers will also monitor calls for service to identify and respond to juvenile/minor parties. Officers will take enforcement action on both attending juveniles/minors and those furnishing alcohol.

TRAP DOOR OPERATIONS: At least three such operations will be conducted to target minors attempting to enter type 48 ABC licensed establishments. In each operation, at least two sworn Clovis Police Officers and one ABC investigator will work directly with employees of the ABC licensed establishments to detect, arrest, and prosecute minors attempting to enter the establishment.

IMPACT and ROSTF OPERATIONS: IMPACT and ROSTF operations throughout the city will target violations by ABC establishments such as proper signage and licensing, litter and graffiti removal, displaying of pornographic material, or proper exterior illumination and visibility into the store. IMPACT’s will be used to educate the businesses on their responsibilities as licensees to reduce alcohol related crime.

YOUTH OUTREACH: The Clovis Police Department will provide outreach education on alcohol consumption to local middle schools and high school students. The Clovis Police Department will provide education at community events including Big Hat Days and Clovis Fest. The department will purchase pencils or other items with reminder and deterrence slogans printed on them to be distributed free of charge to students. These will feature ABC and Clovis Police Department’s involvement in deterrence. This outreach will have a positive effect in deterring juveniles from seeking access to alcohol and involve the school district in joint efforts with the police and ABC.

PROJECT PERSONNEL: Corporal Ken Wells will be the Project Director and is currently assigned to the Planning and Neighborhood Services office. Corporal Wells meets regularly with the alcohol licensees and city officials and helps coordinate special events, many that serve alcohol during the event. Corporal Wells will monitor time frames in the contract, maintain costs for each category and maintain records of progress and accountability for all funds. Corporal Wells will also submit project reports, conduct project evaluations and organize operations. Corporal Wells will attend the July 2019 AAP conference and will use the information to ensure the success of the grant.

All grant details will be scheduled at 4 to 8 hours in length. Details utilizing 4 or more officers will also include a supervisor.

BUDGET DETAIL

Exhibit B

| BUDGET CATEGORY AND LINE-ITEM DETAIL | COST (Round budget amounts to nearest dollar) |
|--|--|
| A. Personnel Services (Straight Time Salaries, Overtime, and Benefits) | |
| A.1 Straight Time All proactive details would be overtime | \$0.00 |
| A.2 Overtime Sworn officers, 504 combined hours at \$72/hr | \$36,051.00 |
| A.3 Benefits Estimated at 12.45% Medicare 1.45% - Worker's Comp 11% | \$4,488.00 |
| TOTAL PERSONNEL SERVICES | \$40,539.00 |
| B. Operating Expenses (maximum \$2,500) | |
| Buy Funds (3 shoulder Tap Operations at \$200 and 3 Minor Decoy Operations at \$300 each) | \$1,500.00 |
| Printing costs for educational materials to be distributed to the public and officers | \$500.00 |
| TOTAL OPERATING EXPENSES | \$2,000.00 |
| C. Equipment (maximum \$2,500) | |
| (Attach receipts for all equipment purchases to monthly billing invoice) | |
| Purchase of a body wire for decoy safety and evidence collection. AM&S Surveillance CTR-751/LITE | \$2,395.00 |
| TOTAL EQUIPMENT | \$2,395.00 |
| D. Travel Expense/Registration Fees (maximum \$2,500) | |
| (Registration fee for July 2019 APP Conference attendee is \$325 each) | |
| Registration for July 2019 APP Conference (for Project Director) | \$325.00 |
| Travel, Subsistence, and lodging for conference | \$1,075.00 |
| TOTAL TRAVEL EXPENSE | \$1,400.00 |
| TOTAL BUDGET DETAIL COST, ALL CATEGORIES | \$46,334.00 |

PAYMENT PROVISION

Page 1 of 2

Exhibit B

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2019.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision can exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

PAYMENT PROVISION

Page 2 of 2

Exhibit B

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. **BUDGET CONTINGENCY CLAUSE** - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2019, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language> .
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.



AGENDA ITEM NO: **23**
City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: July 1, 2019

SUBJECT: Approval – Award Non-Exclusive Franchise Agreement for Hauling of Construction and Demolition Debris to the following applicants: Orange Avenue Disposal, Inc. (DBA Industrial Waste & Salvage); Kroeker, Inc.; Allied Waste Services of North America, LLC (DBA Allied Waste Services of Fresno); North Cal Hauling Company; USA Waste of California, Inc. (DBA Waste Management); Mid Valley Disposal; Nick's Trucking, Inc.; and Mini Dumpsters of Fresno, LLC.

ATTACHMENTS: (A) Approved Construction and Demolition (C&D) Hauler List

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to award a two-year, non-exclusive franchise to Orange Avenue Disposal, Inc. (DBA Industrial Waste & Salvage); Kroeker, Inc.; Allied Waste Services of North America, LLC (DBA Allied Waste Services of Fresno); North Cal Hauling Company; USA Waste of California, Inc. (DBA Waste Management); Mid Valley Disposal; Nick's Trucking, Inc.; and Mini Dumpsters of Fresno, LLC.

EXECUTIVE SUMMARY

On May 6, 2013, Council adopted Ordinance 13-12, pertaining to the recycling and diversion of construction and demolition debris (C&D). One of the requirements of this ordinance is that all firms hauling C&D in Clovis must apply for and be awarded a non-exclusive C&D hauling franchise. This year, there were eight applicants, all of which are renewing their agreement that expired on July 1, 2019. Staff is recommending that all applicants be awarded a two-year, non-exclusive C&D hauling franchise and be added to the City's list of approved haulers.

BACKGROUND

AB 939 – the California Waste Management Act of 1989 (Public Resources Code §§ 40000 et seq.) – requires the City of Clovis to prepare, adopt, and implement source reduction and recycling plans to reach landfill diversion goals. The City has achieved the State's diversion goals, but AB 939 also requires the City to annually report to the State the quantities of waste that are disposed of in landfills and the quantities of waste that are diverted through recycling programs.

Debris from construction, demolition, and renovation of buildings is the largest waste stream from Clovis that is not hauled by the City or the City's contractors. Prior to the adoption of Ordinance 13-12, the hauling of this waste was unregulated and the City had no means to track and report the quantities of this waste that are recycled or disposed of in landfills. The ordinance established non-exclusive C&D debris hauling franchises for haulers wishing to haul C&D debris generated within the City. The ordinance also prohibits non-franchised haulers from transporting C&D debris generated in Clovis. Lastly, the ordinance requires the franchised haulers to report to the City the quantities of this material that they recycle and dispose of in landfills, and to pay the AB 939 surcharges associated with any C&D debris they dispose of in landfills.

The ordinance established a fee of \$1,000 for each two-year, non-exclusive franchise. The fee is based on the estimated costs for the staff time that will be spent to process each application and to review the quarterly reporting from each hauler. The ordinance was prepared with input from the Building Industry Association (BIA) and from local waste haulers.

FISCAL IMPACT

There is no significant fiscal impact to the City associated with the award of this franchise. The application fee for the two-year, non-exclusive franchise to haul C&D debris is based on the estimated costs for staff time to process the applications and to review and process the quarterly reports from each hauler.

REASON FOR RECOMMENDATION

Haulers must be franchised in order to haul C&D debris in Clovis. All applicants recommended for approval have met the requirements for the non-exclusive franchise.

ACTIONS FOLLOWING APPROVAL

Staff will notify the hauler that they have been awarded the non-exclusive franchise. Staff will provide the Building Official with the list of the approved non-exclusive franchised C&D haulers. Staff will monitor the franchised haulers' reports for compliance with Ordinance 13-12.

Prepared by: Glenn Eastes, Assistant Public Utilities Director GE
Submitted by: Scott Redelfs, Public Utilities Director SR

APPROVED CONSTRUCTION AND DEMOLITION (C&D) HAULERS

Approval Valid Through 07-03-2020

Clovis Recycling, Inc.
DBA: C & W Enterprises
710 Jefferson Avenue
Clovis, CA 93612
559-325-2128
www.clovisrecyclingcenter.com

F-N-F Roll Off Service
P.O. Box 11807
Fresno, CA 93775
559-318-0644

HD Matthews Demolition & Excavation
P.O. Box 12483
Fresno, CA 93778
559-275-3366

Hinojosa Cleanup Service (HCS)
559-647-2602
www.hcsrolloff.com

Kochergen Farms Composting, Inc.
DBA: Green Valley Recycling
P.O. Box 11006
Fresno, CA 93771
559-266-2650
www.kochergenfarmscomposting.com

Approval Valid Through 07-01-2021

Allied Waste Services of Fresno
5501 N. Golden State Boulevard
Fresno, CA 93722
(559) 275-1551
<http://local.republicservices.com/site/fresno>

Industrial Waste and Salvage
3457 S. Cedar Avenue
Fresno, CA 93725
(559) 233-1159
www.CagliaEnvironmental.com

Kroeker, Inc.
4627 S. Chestnut Avenue
Fresno, CA 93725
(559) 237-3764
www.kroekerinc.com

North Cal Hauling Company
5716 Folsom Boulevard, #285
Sacramento, CA 95819
(916) 381-9033
www.northcalhauling.com

Waste Management
4333 E. Jefferson Avenue
Fresno, CA 93725
(559) 834-4070

Mid Valley Disposal
2721 S. Elm Avenue
Fresno, CA 93706
15300 W. Jensen Avenue
Kerman, CA 93630
(559) 237-9425
www.midvalleydisposal.com

Mini Dumpsters of Fresno, LLC
1636 H Street
Fresno, CA 93721
(559) 696-6626
www.minidumpstersoffresno.com

Nick's Trucking, Inc.
7420 N. Van Ness Boulevard
Fresno, CA 93711
(559) 281-2267



AGENDA ITEM NO: 24

City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Public Utilities Department

DATE: July 1, 2019

SUBJECT: Approval – Res. 19-____, Declaring the City's Intent to Reimburse Expenditures Related to the Purchase of Police Vehicles from Tax Exempt Lease Purchase Financing and Authorize the City Manager to Sign the Lease Purchase Agreement and Related Documents, Waive the City's Formal Bidding Requirements, and Authorize the Purchase of Police Vehicles off of the Sourcewell Purchasing Contract from National Auto Fleet Group.

ATTACHMENTS: (A) Resolution No. 19-____

CONFLICT OF INTEREST

None.

RECOMMENDATION

Approve a resolution declaring the City's intent to reimburse expenditures related to the purchase of Police vehicles with proceeds from lease purchase financing and authorize the City Manager to sign the lease purchase agreement and the related financing documents, approve waiving the City's formal bidding requirements, and authorize the purchase of twenty-one Police vehicles off of the Sourcewell Purchasing Contract from National Auto Fleet Group.

EXECUTIVE SUMMARY

The Police Department has a need to replace twenty-one patrol vehicles. Sixteen Dodge Chargers and five Dodge Durangos will be purchased from National Auto Fleet Group off of the Sourcewell Purchasing Contract. The total cost of the twenty-one vehicles and required equipment (which includes new computers, outfitting, and decals) will be approximately \$1,026,000.

A lease purchase financing is recommended. The lease purchase structure is also appropriate for this purchase due to the attractive interest rates available for tax-exempt financings. Per IRS regulations, in order to pay the invoices prior to lease funding becoming available, the Council will need to approve an "Intent to Reimburse Resolution" to keep the exempt status of the financing.

The Sourcewell Purchasing contract – formerly the National Joint Powers Alliance (NJPA) contract – is a nationwide public procurement service that makes the governmental procurement process more efficient. All contracts available to participating members have been awarded by virtue of a public competitive procurement process compliant with state statutes.

BACKGROUND

The City will make payment to the vendors from the Fleet Capital budget and will then reimburse those funds when financing proceeds are obtained. In order to ensure the financing transaction is tax-exempt, IRS regulations require an "Intent to Reimburse Resolution" be approved prior to the expenditure of any funds.

To secure the lease, the City proposes to use the vehicles and related equipment as collateral. The lease purchase proceeds will be used to reimburse the cost for those purchases upon successful funding of the lease.

Upon approval by the City Council, quotes will be requested from several qualified financial institutions. The lowest cost qualifying proposal will be accepted by the City Manager and all related lease documents will be signed by the City Manager.

FISCAL IMPACT

The funding for these purchases was included in the approved 2019-2020 Fleet Capital budget. The Police Department will make payments to the Fleet Fund beginning in 2020-2021 to offset the lease purchase payments.

REASON FOR RECOMMENDATION

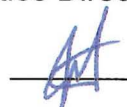
The Police and Fire vehicle replacements are necessary due to vehicle age and condition. The purchase prices of the vehicles are competitive and the lease purchase financing will allow for the vehicle acquisition without a large initial capital investment.

ACTIONS FOLLOWING APPROVAL

Staff will prepare purchase orders for the vehicles and the vehicles will be ordered.
The Finance Department will secure quotes for the lease purchase financing.

Prepared by: Paul Armendariz, Assistant Public Utilities Director

Submitted by: Scott Redelfs, Public Utilities Director

A handwritten signature in blue ink, appearing to be 'SR', is written over a horizontal line.

Attachment A
RESOLUTION 19-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS DECLARING
THE CITY'S INTENT TO REIMBURSE EXPENDITURES RELATED TO THE
PURCHASE OF POLICE VEHICLES WITH PROCEEDS FROM TAX-EXEMPT
LEASE PURCHASE FINANCING**

WHEREAS, the City Council of the City of Clovis intends to obtain lease purchase financing to purchase Police vehicles and related equipment; and

WHEREAS, the City is authorized by the Constitution and the laws of the State of California to incur or issue tax-exempt financing to finance; and

WHEREAS, the City expects to pay for certain costs prior to obtaining the tax-exempt indebtedness to be used for the long-term financing; and

WHEREAS, the Clovis City Council wishes to authorize the City Manager to execute all financing related documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clovis declares the City's official intent is to use proceeds of tax-exempt indebtedness to reimburse the City for certain expenditures associated with the purchase of Police vehicles and related equipment, in such amounts and at such times as may be necessary or convenient, and as allowed by applicable law not to exceed \$1,050,000 for the vehicles and equipment.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized, empowered, and directed to sign on behalf of the City the Lease/Purchase Agreement and other related lease financing documents (collectively the "Financing Agreements").

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019, by the following vote, to wit:

AYES:
NOES:
ABSENT:

DATED: July 1, 2019

Mayor

City Clerk



AGENDA ITEM NO: 25
City Manager: AA

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services Department

DATE: July 1, 2019

SUBJECT: Consider Introduction - Ord. 19-___, Amending Various Sections of the Municipal Code Relating to Development Fees; and Consider Approval - Res. 19-___, Revising the Master Development Fee Schedule and Providing a Description of Fees to be Requested for County Adoption.

ATTACHMENTS:

1. Ordinance 2019-___
2. Resolution 2019-___, Revising Master Development Fee Schedule, including Fee Schedule
3. Diagram of Undergrounding and Street Benefit Areas
4. Fee Comparisons
5. Nexus Sheets for Development Impact Fees

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to:

1. Consider Introduction of Ord. 19-___, Amending Various Sections of the Municipal Code Relating to Development Fees, and;
2. Consider Approval - Res. 19-___, Revising the Master Development Fee Schedule and Providing a Description of Fees to be Requested for County Adoption.

EXECUTIVE SUMMARY

Development Impact Fees (DIF's) are payments required by the City on new development for the purpose of providing new or expanded public capital facilities required to serve that development. The fees are based on a methodology and calculation derived from the estimated cost of the facility and the nature and size of the development, and are used to pay for the improvements.

The City of Clovis has a policy that states "Development Impact Fees will be established with the goal that new growth pays for the cost of infrastructure improvements and minimizes the burden to existing residents". This is one of the reasons the water and sewer bills for the City of Clovis are comparatively lower than those in the area. Other jurisdictions charge existing users to pay for at least a portion of costs associated with future development. A third option would be some kind of hybrid which would be a combination of the two.

In 2009 during the recession, the number of homes being built did not generate adequate moneys to pay for the annual sewer bond payment and a portion of that cost was transferred to existing users (approximately 36,000 rooftops). The City is currently charging a bond surcharge in the amount \$3.65 per month on each sewer account to assist in making the annual sewer bond payment. The amount generated annually is approximately \$1.6 million helping support the annual \$5.9 million sewer bond payment. The total amount collected from existing users since 2009 is approximately \$20 million.

The proposed DIF's are staff's best estimate of the actual cost of the impact of proposed development. Approving any amount lower than what is being proposed would mean the City is under collecting staff's estimate of the actual cost of the impact. If they are not collected through DIF's, they can be made up by such things as grants for parks or revisiting the policy that development pays for itself. This could be done by transferring some of that cost to existing users. The downside of that transition would be that existing users are effectively being charged twice for the same infrastructure.

There is an argument that existing residents do benefit from future development. For example, if the City requires a planned park be built as part of development, there are existing residents who may use that park. The converse may also be true...new residents may use parks in existing developed areas. The challenge would be quantifying the net increased benefit of the parks in growth areas to existing residents.

Staff is proposing updates to the development impact fee program as follows:

- Update Parks, Fire, Police, Bridge, Water Meter, and Street Administration Fees based on updated cost studies
- Update all other fees based on the construction cost index (4.2%) as provided for in the municipal code.

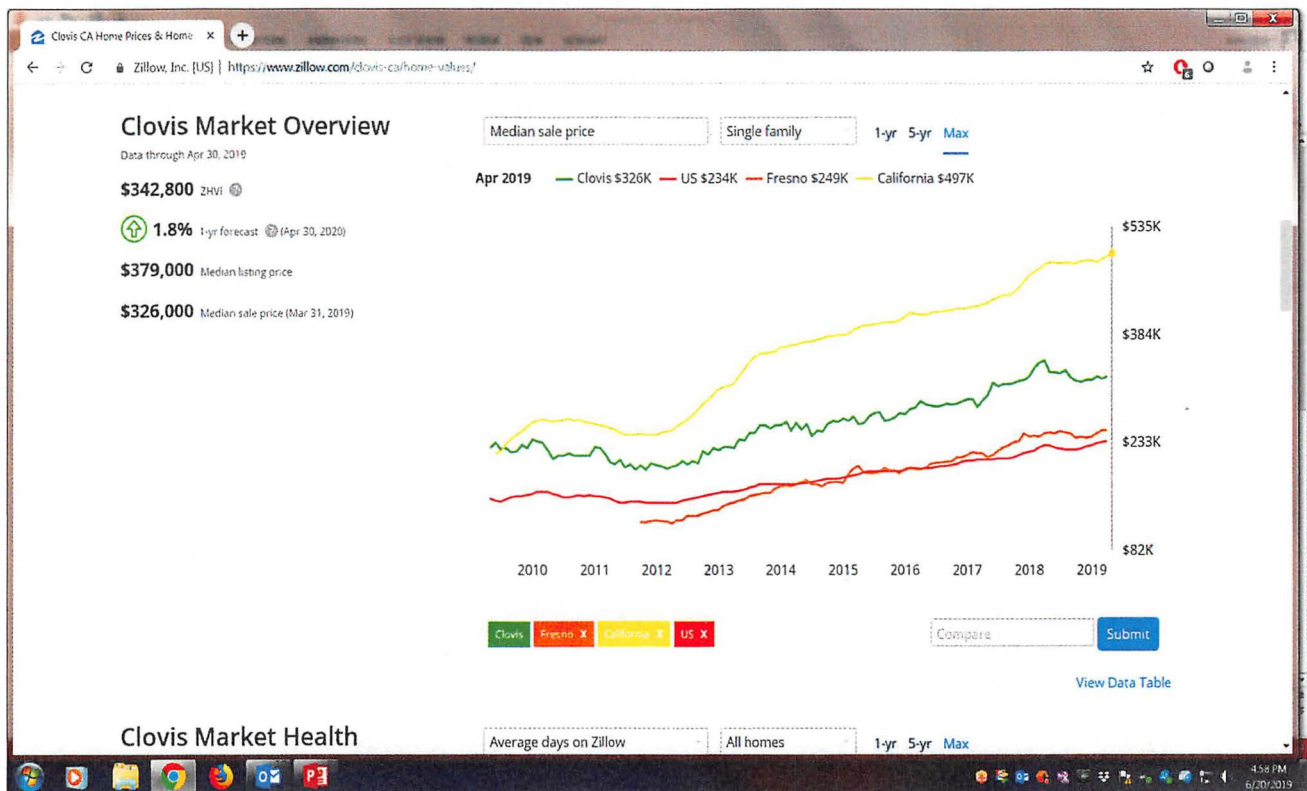
- Eliminate the code provision that requires the payment of interest on reimbursements for street improvements.
- 3-year incremental phase-in of the Park Fee increase

Below is a chart demonstrating impact fees going back to 2008-09:



The chart compares the Construction Cost Index (CCI – similar to CPI) back to 2008-09 with what actual DIF's the City charges for Single Family Residential at 6.5 units per acre. Please recall that DIF's vary slightly based on density and location. In 2008-09 DIF's were \$23,293 per unit. If the City had increased the DIF's by CCI over the time period the proposed rates for 2019-20 would slightly less than CCI.

The percentage increase for City DIF's over the term is 29.3%. During the same term medium sale prices of all homes sold in Clovis have increased 45% (2009 = \$225K / 2019 = \$326K).



Staff proposes updates to the DIF program as follows:

- Update Parks, Fire, Police, Bridge, Water Meter, and Street Administration Fees based on updated cost studies.
- Update all other fees based on the construction cost index (4.2%) as provided for in the municipal code.

For the proposed update, the overall percentage increase in the fees for residential projects ranges from 9% to 11% (\$1,800 to \$2,200 per unit) depending on density. The percentage increase for non-residential varies from 8% to 12% (\$7,500 to \$15,400 per acre) depending on land use and location.

Staff is recommending approval of the ordinance change necessary to implement the interest revision and approval of the resolution to revise the fee rates.

BACKGROUND

Staff has completed a review of the DIF program and has identified certain fee categories that required updated cost studies due to higher than anticipated cost experience. The new cost studies were prepared for these categories and are briefly described below.

- **Water Meters and Transceivers** – The updated fees reflect changes in material cost and labor.

- **Parks** – The cost of construction for park facilities and the cost to acquire land to develop parks have both increased significantly. The cost study indicated that the fees should be increased by approximately 33%. Industry representatives raised concerns about the amount of the increase and the overall impact to projects. Much of the increase is a result of the cost of land, which is currently high. Also, recent experience is that park construction items have significantly increased. In consideration of the current market and potential for fluctuating land cost, staff is proposing to implement the increase incrementally beginning with a 10% increase for this year. If costs remain at the current level, there would be an increase of 10% plus the construction cost index in each of the next 2 years. The end of this 3-year implementation will bring the rate to the level that staff originally considered with the 33% increase, unless cost components (mainly land cost) decrease during that time. Staff will work with the industry to evaluate costs for park facilities and land acquisition over the next 2 years and revise the future adjustments as appropriate.
- **Fire Department** – The updated rates reflect changes in the cost per square foot to construct new fire facilities from the last fee update. Staff bases the revised cost on recent projects in nearby Cities. An addition to the fee program this year are radio towers, which are needed to provide adequate radio coverage for new development.
- **Police Department** – The rate has been \$100 per unit for approximately 20 years and staff has not performed an updated cost evaluation to support rate revisions in the past. This year, staff worked with Police staff to evaluate the costs to provide new facilities and equipment to provide 1 additional officer for every 1,000 new residents. The Building Industry Association (BIA) requested staff to implement a 3-year phase-in of the Police Fee, but staff is proposing a full implementation of the unit cost revision from \$100 to \$726 per unit.
- **Bridges** – Reimbursement requests have been provided to staff that indicate construction costs are substantially higher than those included in prior fee evaluations. Staff proposes to revise the rates to reflect the increased construction costs.
- **Water Supply Fee** – The cost to acquire water is under negotiation between the City and the Fresno Irrigation District (FID). Staff proposes to maintain the current rates until this agreement is completed and costs are finalized.
- **Street and Underground Administration Fee** – The City cost to administer the street and undergrounding DIF program is covered by these charges. The Street and Underground Administration Fee was 3% until being reduced to 0% in July 2004 because the fund balance was adequate at that time to cover the annual cost for quite some time. The fund is now close to being depleted and the administration charges need to be increased to 1.5% of street and undergrounding fee collections to cover cost.

- **Administration Fee** – This fee is currently at 1% of fee collections in all categories except street and undergrounding to fund City cost to administer the DIF program in these fee categories. Staff is proposing a 0.5% increase.
- **Remaining Fees** – Increase by CCI of 4.2%

OVERALL RESULTS

Based on the above evaluations and adjustments in the fee categories listed, staff has developed a new fee schedule and has run a number of theoretical project scenarios to illustrate the combined effect of the adjustments. The overall percentage change in the fees for residential, both single-family and multi-family, is largest at the higher density projects and smallest for the lower density projects. The percentage increase for residential ranges from 9% to 11%. The overall change in CCI since the last fee update is 4.2%.

The percentage increase for non-residential varies from 8% to 12% (\$7,500 to \$15,400 per acre) depending on land use and location.

Stakeholder Outreach

Staff held four public meetings since April at which the Building Industry Association, the Fresno Metropolitan Flood Control District, the Clovis Unified School District, and several local commercial and residential developers were provided copies of the proposed fee revisions for their review and comment. Invitees included the Chamber of Commerce and a total of nearly 100 people representing a large portion of the local development community. Staff had discussions and/or meetings with the BIA, Clovis Unified School District, the Fresno Metropolitan Flood Control District, and a few retail developers summarized as follows:

The BIA has been consistently involved in the discussion. They are requesting a 3-year phase in of the Police Department and that the Park fee be revisited in one year. Staff is recommending the full fee for the Police Department be implemented in year one and the Park fee be approved this year to be spread over three years. The three year implementation of the Park fee is the compromise and staff will revisit land acquisition costs each year.

The BIA has also raised concerns that the overall DIF's are too high and will have a negative impact on future growth in the City of Clovis. They are concerned that the high DIF's drive a higher cost for homes in Clovis and will slow down future development. They have also raised concerns regarding availability of land within the City's Sphere of Influence and the high cost of acquiring that land – recent sales are \$400,000 per acre. Options discussed to reduce DIF's are as follows:

1. Evaluate the development standards and determine if the standard that the City has in place is warranted. Example – reduce park and trail requirements to reduce the cost of DIF's.
2. Spread at least some of the cost of DIF on existing users.
3. Amend the City's SOI in an effort to potentially reduce the cost per acre.

These are all major policy changes that would need to be thoroughly evaluated. Staff is recommending the City Council approve the rates proposed and direct staff to work with the BIA to evaluate and return with any recommended changes.

Granville Homes is requesting that the Parks rates for multi-family residential be lower than lower density projects. They feel there is a reasonable connection between the number of bedrooms and park usage which should be reflected in the rates. Staff knows of no authoritative studies that would indicate that a typical single family residential unit would utilize or create more demand for parks than a multi-family unit. Staff continues to recommend the same rate for all residential units. However, if desired, using population as a basis might be a way to differentiate between single family and multi-family. This would result in a lower fee for multi-family, but the fee for single family would be higher. This basis would also provide some incentive for higher density residential projects.

The Clovis Unified School District has indicated that they have no comments to the fee update as proposed.

The Fresno Metropolitan Flood Control District will incorporate the adopted fee revisions into their fee program.

Mitigation Fee Act (Government Code, Sections 66000 – 66024)

Section 66001 of the government code requires that the City shall do all of the following at the time that it establishes, increases or imposes a fee as a condition of approval of a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put (identify the public facilities to be constructed).
3. Determine how there is a reasonable relationship (nexus) between the fee's and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship (nexus) between the need for the public facility and the type of development project on which the fee is imposed.

Items 1 and 2 are clearly identified in the municipal code. Items 3 and 4 are met through multiple actions taken by the City Council such as:

1. The General Plan
2. Specific Plans
3. Master Plans for Sewer, Water, Recycled Water, etc.
4. The method by which fee rates are established which evaluates the cost of improvements identified in the various adopted plans and distributes that cost among the developable properties within the respective service areas in rough proportion to their impact on, or need for, the public facilities.

County Developments

The Memorandum of Understanding between the City of Clovis, the County of Fresno, and the Clovis Community Development Agency (MOU) includes a provision for county developments within the Clovis Sphere of Influence. The agreement states the following:

“CITY development fees shall be charged for any discretionary development applications to be approved by the COUNTY within the CITY’s sphere of influence. To establish or amend CITY development fees, CITY shall conduct a public hearing and notify property owners in accordance with State Law. At the conclusion of that hearing, CITY shall adopt a resolution describing the type, amount, and purpose of CITY fees to be requested for COUNTY adoption.”

“CITY shall transmit the adopted resolution to the COUNTY for its adoption of the fees. CITY shall include a draft ordinance for COUNTY’s adoption with appropriate supporting documentation or findings by the CITY demonstrating that the fees comply with Section 66000 of the Government Code and other applicable State Law requirements. ...”

The resolution under consideration includes a statement of finding that the fees are in compliance with the Government Code and describes the type, amount and purpose of the fees by reference to the Master Development Fee Schedule and the Municipal Code. This resolution and a draft ordinance will be transmitted to the County of Fresno for adoption upon approval by council.

FISCAL IMPACT

The adjustments to the fee rates will provide funding commensurate with current land acquisition and construction costs for the public facilities needed to serve new development.

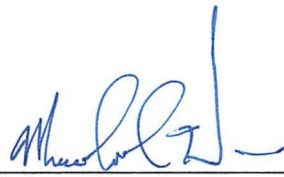
REASON FOR RECOMMENDATION

The Municipal Code requires periodic review and adjustment of the fees based on actual land acquisition and construction costs or the percentage increase or decrease in the Engineering News Record Index for the California Cities for the twelve (12) month period preceding December.

ACTIONS FOLLOWING APPROVAL

1. Staff will notify the development community and implement the new fee rates 60 days after final adoption of the ordinance.
2. Staff will proceed with getting the fees adopted by the Fresno County Board of Supervisors.

Prepared by: Sean Smith, Associate Civil Engineer

Submitted by: 
Michael Harrison
City Engineer

Recommended by: 
Dwight Kroll
Director of Planning and
Development Services

ORDINANCE 19-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS AMENDING SECTIONS OF CHAPTER 7 OF TITLE 7 OF THE CLOVIS MUNICIPAL CODE RELATING TO THE DEVELOPMENT FEES

The City Council of the City of Clovis does ordain as follows:

Section 1 Section 7.7.09 of Chapter 7 of Title 7 of the Clovis Municipal Code is hereby amended to read as follows:

7.7.09 Reimbursements

Reimbursements shall be for actual cost. Owners/developers and/or projects shall be eligible for reimbursements, subject to availability of funds.

Within ninety (90) days after submittal of the completed claims for reimbursement, the City will schedule reimbursements to owners/developers. Reimbursements shall be made to projects in the service area in which the construction occurred and the fees were collected from the applicable portions of the designated major street development funds. Reimbursements will occur only to the extent that the particular fund has money available for such purpose. Reimbursements will occur in chronological order of the submittal of the completed claim for actual completion of the specified type of construction. Owners/developers eligible for reimbursement shall register with the City initially and update that register on an annual basis to assist the City in keeping accurate record of its reimbursement obligations.

Section 2 This Ordinance shall go into effect and be in full force from and after sixty (60) days after its final passage and adoption.

APPROVED: July 1, 2019

Mayor

City Clerk

* * * * * * * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on July 1, 2019, and was adopted at a regular meeting of said Council held on _____, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

DATED: _____

City Clerk

ATTACHMENT 1

RESOLUTION NO. 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS REVISING THE MASTER DEVELOPMENT FEE SCHEDULE AND PROVIDING A DESCRIPTION OF FEES TO BE REQUESTED FOR COUNTY ADOPTION

WHEREAS, the State of California has enacted Section 66000 et seq. of the Government Code which allows for the collection of development impact fees; and

WHEREAS, the Clovis Municipal Code relating to Development Fees provides that the fees be fixed by resolution; and

WHEREAS, the Development Fees shall be included in the Master Development Fee Schedule; and

WHEREAS, the first amendment to the memorandum of understanding between the County of Fresno, the City of Clovis, and the Clovis Community Development Agency (MOU) requires that the City adopt a resolution describing the type, amount, and purpose of City fees to be requested for County adoption, and

WHEREAS, the MOU further requires the City make findings demonstrating that the fees comply with Section 66000 of the Government Code and other applicable State law.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED AS FOLLOWS:

1. The Master Development Fee Schedule for charges therein provided and attached as Exhibit "A" is hereby approved.

2. The provision of this Resolution shall not in any way affect provisions of any Resolution or Ordinance of the City for fees not provided in the Master Development Fee Schedule.

3. This Resolution is subject to and will not be effective prior to 60 days following final adoption of Ordinance 2019-__ and will continue in force until amended by the City Council.

4. The types, amounts, and purposes of the fees to be adopted by the County of Fresno are indicated on the Master Development Fee Schedule (Exhibit "A") and in the Clovis Municipal Code and the City Council of the City of Clovis does hereby find that the fees are in compliance with applicable state laws including Section 66000 of the Government Code.

The foregoing Resolution was introduced and adopted by the City Council of the City of Clovis at a regularly scheduled meeting held on July 1, 2019 at the hour of 6:00 p.m. in the City of Clovis, by the following vote, to wit:

ATTACHMENT 2

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: July 1, 2019

Mayor

City Clerk

CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE 2019-2020

Effective: September 9, 2019 (TBD)

| | | Current Rate | Proposed Rate | Percent Change | | | Current Rate | Proposed Rate | Percent Change |
|-------------------------------|------------------|--------------|------------------------|----------------|----------------------------|---------|-------------------------|---------------|----------------|
| Water Major Facilities | | | | | Water | | | | |
| Residential | (Units per Acre) | | | | Water oversize | | | | |
| Residential | 2.0 or less | \$6,842 | \$7,129 per unit | 4.2% | All Areas except RT Ph 1,2 | \$1,342 | \$1,398 per gross acre | 4.2% | |
| Residential | 2.1 to 2.5 | \$6,842 | \$7,129 per unit | 4.2% | RT Park Phase 1, 2 | \$145 | \$151 per gross acre | 4.1% | |
| Residential | 2.6 to 3.0 | \$6,842 | \$7,129 per unit | 4.2% | Water front footage | | | | |
| Residential | 3.1 to 3.5 | \$6,842 | \$7,129 per unit | 4.2% | All Areas except RT Ph 1,2 | \$21.85 | \$22.77 per linear foot | 4.2% | |
| Residential | 3.6 to 4.0 | \$6,842 | \$7,129 per unit | 4.2% | RT Park Phase 1, 2 | \$0 | \$0 | | |
| Residential | 4.1 to 4.5 | \$6,842 | \$7,129 per unit | 4.2% | Non-Potable Water System | \$1,957 | \$2,039 per gross acre | 4.2% | |
| Residential | 4.6 to 5.0 | \$5,808 | \$6,052 per unit | 4.2% | | | | | |
| Residential | 5.1 to 5.5 | \$4,774 | \$4,975 per unit | 4.2% | | | | | |
| Residential | 5.6 to 6.0 | \$4,666 | \$4,862 per unit | 4.2% | | | | | |
| Residential | 6.1 to 6.5 | \$4,558 | \$4,749 per unit | 4.2% | | | | | |
| Residential | 6.6 to 7.0 | \$4,450 | \$4,637 per unit | 4.2% | | | | | |
| Residential | 7.1 to 7.5 | \$4,342 | \$4,524 per unit | 4.2% | | | | | |
| Residential | 7.6 to 8.0 | \$4,234 | \$4,412 per unit | 4.2% | | | | | |
| Residential | 8.1 to 8.5 | \$4,126 | \$4,299 per unit | 4.2% | | | | | |
| Residential | 8.6 to 9.0 | \$4,018 | \$4,187 per unit | 4.2% | | | | | |
| Residential | 9.1 to 9.5 | \$3,910 | \$4,074 per unit | 4.2% | | | | | |
| Residential | 9.6 to 10.0 | \$3,802 | \$3,962 per unit | 4.2% | | | | | |
| Residential | 10.1 to 10.5 | \$3,694 | \$3,849 per unit | 4.2% | | | | | |
| Residential | 10.6 to 11.0 | \$3,586 | \$3,731 per unit | 4.2% | | | | | |
| Residential | 11.1 to 11.5 | \$3,538 | \$3,687 per unit | 4.2% | | | | | |
| Residential | 11.6 to 12.0 | \$3,495 | \$3,642 per unit | 4.2% | | | | | |
| Residential | 12.1 to 12.5 | \$3,452 | \$3,597 per unit | 4.2% | | | | | |
| Residential | 12.6 to 13.0 | \$3,409 | \$3,552 per unit | 4.2% | | | | | |
| Residential | 13.1 to 13.5 | \$3,366 | \$3,507 per unit | 4.2% | | | | | |
| Residential | 13.6 to 14.0 | \$3,323 | \$3,463 per unit | 4.2% | | | | | |
| Residential | 14.1 to 14.5 | \$3,280 | \$3,418 per unit | 4.2% | | | | | |
| Residential | 14.6 to 15.0 | \$3,237 | \$3,373 per unit | 4.2% | | | | | |
| Residential | 15.1 to 15.5 | \$3,194 | \$3,328 per unit | 4.2% | | | | | |
| Residential | 15.6 to 16.0 | \$3,151 | \$3,283 per unit | 4.2% | | | | | |
| Residential | 16.1 to 16.5 | \$3,108 | \$3,239 per unit | 4.2% | | | | | |
| Residential | 16.6 to 17.0 | \$3,065 | \$3,194 per unit | 4.2% | | | | | |
| Residential | 17.1 to 17.5 | \$3,022 | \$3,149 per unit | 4.2% | | | | | |
| Residential | 17.6 to 18.0 | \$2,979 | \$3,104 per unit | 4.2% | | | | | |
| Residential | 18.1 to 18.5 | \$2,936 | \$3,059 per unit | 4.2% | | | | | |
| Residential | 18.6 to 19.0 | \$2,893 | \$3,015 per unit | 4.2% | | | | | |
| Residential | 19.1 to 19.5 | \$2,850 | \$2,970 per unit | 4.2% | | | | | |
| Residential | 19.6 to 20.0 | \$2,805 | \$2,923 per unit | 4.2% | | | | | |
| Commercial Retail | | \$3.42 | \$3.56 per bldg sf | 4.2% | | | | | |
| Professional Office | | \$3.42 | \$3.56 per bldg sf | 4.2% | | | | | |
| Industrial | | \$0.92 | \$0.96 per bldg sf | 4.2% | | | | | |
| Schools | | \$7,161 | \$7,462 per gross acre | 4.2% | | | | | |
| Public Facilities | | \$1.86 | \$1.93 per bldg sf | 4.2% | | | | | |
| Parks | | Exempt | Exempt | | | | | | |
| Assisted Living | | \$3.25 | \$3.38 per bldg sf | 4.2% | | | | | |
| | | | | | Water Service | | | | |
| | | | | | Water meter: | | | | |
| | | | | | 3/4" | \$282 | \$288 each | 2% | |
| | | | | | 1" | \$343 | \$366 each | 7% | |
| | | | | | 1 1/2" (residential only) | \$702 | \$744 each | 6% | |
| | | | | | 2" (residential only) | \$918 | \$975 each | 6% | |
| | | | | | 1 1/2" (landscape) | \$702 | \$1,132 each | 61% | |
| | | | | | 2" (landscape) | \$918 | \$1,312 each | 43% | |
| | | | | | 3" (landscape) | \$1,613 | \$1,757 each | 9% | |
| | | | | | 4" (landscape) | \$2,826 | \$3,105 each | 10% | |
| | | | | | 6" (landscape) | \$4,821 | \$5,597 each | 16% | |
| | | | | | 1 1/2" (MFR & Non-res) | | \$1,499 each | | |
| | | | | | 2" (MFR & Non-res) | \$918 | \$1,703 each | 86% | |
| | | | | | 3" (MFR & Non-res) | \$2,081 | \$2,277 each | 9% | |
| | | | | | 4" (MFR & Non-res) | \$3,368 | \$3,708 each | 10% | |
| | | | | | 6" (MFR & Non-res) | \$5,576 | \$6,436 each | 15% | |
| | | | | | Transceiver Fee | \$168 | \$169 each | 1% | |
| | | | | | Water service w/meter: | | | | |
| | | | | | 3/4" | \$4,950 | \$5,027 each | 2% | |
| | | | | | 1" | \$5,040 | \$5,134 each | 2% | |
| | | | | | 1 1/2" | \$5,895 | \$6,024 each | 2% | |
| | | | | | 2" | \$6,593 | \$6,603 each | 0% | |

CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE 2019-2020

Effective: September 9, 2019 (TBD)

| Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | | |
|--|---------------|--------------------------|---|----------------------------------|------------------------|------------------------|------|
| Sewer | | | Admin., Public Facilities, Misc. | | | | |
| Sewer Major Facilities | | | Undergrounding administration fee | | | | |
| Single Family Residential | \$7,500 | \$7,749 per unit | 3.3% | 0.00% | 1.50% of UG fees | | |
| Multi-Family Residential | \$6,075 | \$6,277 per unit | 3.3% | 0.00% | 1.50% of street fees | | |
| Commercial Retail | \$4.50 | \$4.65 per bldg sf | 3.3% | Administration fee | 1.00% | 1.50% of fees | |
| Professional Office | \$3.83 | \$3.95 per bldg sf | 3.1% | Fire Department Fee | | | |
| Industrial | \$2.10 | \$2.17 per bldg sf | 3.3% | Growth Areas | \$1,014 | \$1,295 per unit | 28% |
| Assisted Living | \$7,500 | \$7,749 per EDU | 3.3% | Police Department Fee | | | |
| *Other | \$7,500 | \$7,749 per EDU | 3.3% | Growth Areas | \$100 | \$726 per unit | 626% |
| Sewer oversize | | | Special Area Annexation Fee | \$0 | \$0 per gross acre | | |
| All Areas except RT Ph 1,2 | \$949 | \$989 per gross acre | | Locan Nees Annexation Fee | \$755 | \$755 per gross acre | |
| RT Park Phase 1, 2 | \$0 | \$0 | 4.2% | Loma Vista Community Centers | | | |
| Sewer front footage | | | Master Plan Zone District Program Fee | \$1,591 | \$1,591 per net acre | | |
| All Areas except RT Ph 1,2 | \$18.05 | \$18.81 per linear foot | 4.2% | Library Facilities Impact Fee*** | | | |
| RT Park Phase 1, 2 | \$0 | \$0 | 4.2% | Single family lot | \$604 | \$604 per unit | |
| Sewer house branch connection | | | Multi-family, assisted living/group homes | \$494 | \$494 per unit | | |
| 4" lateral | \$136.00 | \$141.71 per linear foot | 4.2% | | | | |
| 6" lateral | \$138.00 | \$143.80 per linear foot | 4.2% | | | | |
| *Other includes hospitals, churches, hotels, motels, schools | | | | | | | |
| Parks | | | Utility Undergrounding (See Area Map on Page 6) | | | | |
| Park Acquisition and Development: | | | Utility Undergrounding fee | | | | |
| All Residential | \$3,431 | \$3,771 per unit | 10% | Underground Area 1 | \$6,710 | \$6,992 per gross acre | 4.2% |
| Retail | \$0.42 | \$0.46 per bldg. sf. | 10% | RT Park Phase 1, 2 | \$2,512 | \$2,618 per gross acre | 4.2% |
| Office | \$0.89 | \$0.98 per bldg. sf. | 10% | Underground Area 2 | \$0 | \$0 per gross acre | |
| Industrial | \$0.32 | \$0.35 per bldg. sf. | 9% | Underground Area 3 | \$7,361 | \$7,670 per gross acre | 4.2% |
| | | | Underground Area 4 | \$7,035 | \$7,330 per gross acre | 4.2% | |
| Refuse | | | | | | | |
| Community sanitation fee | | | | | | | |
| Single family lot | \$393 | \$410 per unit | 4.3% | | | | |
| Multi-family, non-residential | \$223 | \$232 per unit | 4.0% | | | | |
| Neighborhood Park Deposit | | | | | | | |
| Neighborhood Park Deposit | | | | | | | |
| Street Area 4 (Loma Vista Specific Plan) | \$4,603 | \$4,796 per unit | 4.2% | | | | |

CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE 2019-2020

Effective: September 9, 2019 (TBD)

Street Fees (See Area Map on Page 6)

| | | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | |
|-----------------------------|--------------------------------------|---------------------|------------------|-------------------|--------------------|------------------|-------------------|-----------------|------------------|-------------------|-----------------|------------------|-------------------|------------------------|------------------|-------------------|-----------------|------------------|-------------------|------|
| Area 1 | Basis of Charge | Outside Travel Lane | | | Center Travel Lane | | | Traffic Signals | | | Bridges | | | Quadrant Intersections | | | Total | | | |
| | SFR - Rural (0 - 0.5) | per unit | \$5,018 | \$5,229 | 4.2% | \$1,736 | \$1,809 | 4.2% | \$696 | \$725 | 4.2% | \$46 | \$64 | 39.1% | \$62 | \$65 | 4.2% | \$7,558 | \$7,892 | 4.4% |
| | SFR - Very Low Density (0.6 - 2) | per unit | \$5,019 | \$5,230 | 4.2% | \$1,737 | \$1,810 | 4.2% | \$695 | \$724 | 4.2% | \$47 | \$65 | 38.3% | \$61 | \$64 | 4.2% | \$7,559 | \$7,893 | 4.4% |
| | SFR - Low Density (2.1 - 4) | per unit | \$5,019 | \$5,230 | 4.2% | \$1,737 | \$1,810 | 4.2% | \$695 | \$724 | 4.2% | \$47 | \$65 | 38.3% | \$56 | \$58 | 4.2% | \$7,554 | \$7,887 | 4.4% |
| | SFR - Medium Density (4.1 - 7) | per unit | \$5,019 | \$5,230 | 4.2% | \$1,737 | \$1,810 | 4.2% | \$695 | \$724 | 4.2% | \$47 | \$65 | 38.3% | \$56 | \$58 | 4.2% | \$7,554 | \$7,887 | 4.4% |
| | MFR - Medium High Density (7.1 - 15) | per unit | \$3,011 | \$3,137 | 4.2% | \$1,042 | \$1,086 | 4.2% | \$417 | \$435 | 4.3% | \$28 | \$39 | 39.3% | \$34 | \$35 | 4.2% | \$4,532 | \$4,732 | 4.4% |
| | MFR - High (15.1 - 25) | per unit | \$3,011 | \$3,137 | 4.2% | \$1,042 | \$1,086 | 4.2% | \$417 | \$435 | 4.3% | \$28 | \$39 | 39.3% | \$34 | \$35 | 4.2% | \$4,532 | \$4,732 | 4.4% |
| | MFR - Very High (25.1 - 43) | per unit | \$3,011 | \$3,137 | 4.2% | \$1,042 | \$1,086 | 4.2% | \$417 | \$435 | 4.3% | \$28 | \$39 | 39.3% | \$34 | \$35 | 4.2% | \$4,532 | \$4,732 | 4.4% |
| | Retail | per 1000 bldg sf | \$7,921 | \$8,254 | 4.2% | \$2,741 | \$2,856 | 4.2% | \$1,097 | \$1,143 | 4.2% | \$74 | \$102 | 37.8% | \$88 | \$92 | 4.2% | \$11,921 | \$12,447 | 4.4% |
| | Office, Public Facilities | per 1000 bldg sf | \$3,612 | \$3,764 | 4.2% | \$1,250 | \$1,303 | 4.2% | \$500 | \$521 | 4.2% | \$34 | \$46 | 35.3% | \$40 | \$42 | 4.2% | \$5,436 | \$5,676 | 4.4% |
| Industrial, Assisted Living | per 1000 bldg sf | \$972 | \$1,013 | 4.2% | \$336 | \$350 | 4.2% | \$135 | \$141 | 4.4% | \$9 | \$13 | 44.4% | \$11 | \$11 | 4.2% | \$1,463 | \$1,528 | 4.4% | |
| Schools | per 1000 bldg sf | \$6,337 | \$6,603 | 4.2% | \$2,193 | \$2,285 | 4.2% | \$878 | \$915 | 4.2% | \$59 | \$81 | 37.3% | \$70 | \$73 | 4.2% | \$9,537 | \$9,957 | 4.4% | |
| Churches | per 1000 bldg sf | \$3,612 | \$3,764 | 4.2% | \$1,250 | \$1,303 | 4.2% | \$500 | \$521 | 4.2% | \$34 | \$46 | 35.3% | \$40 | \$42 | 4.2% | \$5,436 | \$5,676 | 4.4% | |
| Mini Storage | per gross acre | \$12,702 | \$13,235 | 4.2% | \$4,391 | \$4,575 | 4.2% | \$1,764 | \$1,838 | 4.2% | \$118 | \$170 | 44.1% | \$144 | \$150 | 4.2% | \$19,119 | \$19,968 | 4.4% | |

| RT Park Phase 1, 2 | | Outside Travel Lane | | | Center Travel Lane | | | Traffic Signals | | | Bridges | | | Quadrant Intersections | | | Total | | |
|--------------------|------------------|---------------------|---------|------|--------------------|-------|------|-----------------|-------|------|---------|-----|--|------------------------|------|------|---------|---------|------|
| Industrial | per 1000 bldg sf | \$791 | \$824 | 4.2% | \$196 | \$204 | 4.1% | \$127 | \$132 | 3.9% | \$0 | \$0 | | \$11 | \$11 | 4.2% | \$1,125 | \$1,171 | 4.1% |
| Office | per 1000 bldg sf | \$2,940 | \$3,063 | 4.2% | \$727 | \$758 | 4.2% | \$473 | \$493 | 4.2% | \$0 | \$0 | | \$40 | \$42 | 4.2% | \$4,180 | \$4,356 | 4.2% |

| Area 2 | | Outside Travel Lane | | | Center Travel Lane | | | Traffic Signals | | | Bridges | | | Quadrant Intersections | | | Total | | |
|--------------------------------------|------------------|---------------------|-------|------|--------------------|-----|--|-----------------|-------|------|---------|-----|--|------------------------|-------|------|---------|---------|------|
| SFR - Rural (0 - 0.5) | per unit | \$378 | \$394 | 4.2% | \$0 | \$0 | | \$96 | \$100 | 4.2% | \$0 | \$0 | | \$62 | \$65 | 4.2% | \$536 | \$559 | 4.3% |
| SFR - Very Low Density (0.6 - 2) | per unit | \$378 | \$394 | 4.2% | \$0 | \$0 | | \$97 | \$101 | 4.1% | \$0 | \$0 | | \$61 | \$64 | 4.2% | \$536 | \$559 | 4.3% |
| SFR - Low Density (2.1 - 4) | per unit | \$378 | \$394 | 4.2% | \$0 | \$0 | | \$97 | \$101 | 4.1% | \$0 | \$0 | | \$56 | \$58 | 4.2% | \$531 | \$553 | 4.1% |
| SFR - Medium Density (4.1 - 7) | per unit | \$378 | \$394 | 4.2% | \$0 | \$0 | | \$97 | \$101 | 4.1% | \$0 | \$0 | | \$56 | \$58 | 4.2% | \$531 | \$553 | 4.1% |
| MFR - Medium High Density (7.1 - 15) | per unit | \$227 | \$237 | 4.4% | \$0 | \$0 | | \$58 | \$60 | 3.4% | \$0 | \$0 | | \$34 | \$35 | 4.2% | \$319 | \$332 | 4.1% |
| MFR - High (15.1 - 25) | per unit | \$227 | \$237 | 4.4% | \$0 | \$0 | | \$58 | \$60 | 3.4% | \$0 | \$0 | | \$34 | \$35 | 4.2% | \$319 | \$332 | 4.1% |
| MFR - Very High (25.1 - 43) | per unit | \$227 | \$237 | 4.4% | \$0 | \$0 | | \$58 | \$60 | 3.4% | \$0 | \$0 | | \$34 | \$35 | 4.2% | \$319 | \$332 | 4.1% |
| Retail | per 1000 bldg sf | \$596 | \$621 | 4.2% | \$0 | \$0 | | \$153 | \$159 | 4.1% | \$0 | \$0 | | \$88 | \$92 | 4.2% | \$837 | \$872 | 4.2% |
| Office, Public Facilities | per 1000 bldg sf | \$272 | \$283 | 4.0% | \$0 | \$0 | | \$70 | \$73 | 4.3% | \$0 | \$0 | | \$40 | \$42 | 4.2% | \$382 | \$398 | 4.2% |
| Industrial, Assisted Living | per 1000 bldg sf | \$73 | \$76 | 4.1% | \$0 | \$0 | | \$19 | \$20 | 5.3% | \$0 | \$0 | | \$11 | \$11 | 4.2% | \$103 | \$107 | 3.9% |
| Schools | per 1000 bldg sf | \$477 | \$497 | 4.2% | \$0 | \$0 | | \$122 | \$127 | 4.0% | \$0 | \$0 | | \$70 | \$73 | 4.2% | \$669 | \$697 | 4.2% |
| Churches | per 1000 bldg sf | \$272 | \$283 | 4.0% | \$0 | \$0 | | \$70 | \$73 | 4.3% | \$0 | \$0 | | \$40 | \$42 | 4.2% | \$382 | \$398 | 4.2% |
| Mini Storage | per gross acre | \$954 | \$994 | 4.2% | \$0 | \$0 | | \$248 | \$258 | 4.0% | \$0 | \$0 | | \$144 | \$150 | 4.2% | \$1,346 | \$1,402 | 4.2% |

CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE 2019-2020

Effective: September 9, 2019 (TBD)

Street Fees (See Area Map on Page 6)

| Area 3 | Basis of Charge | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change |
|--------------------------------------|------------------|---------------------|---------------|----------------|--------------------|---------------|----------------|-----------------|---------------|----------------|--------------|---------------|----------------|------------------------|---------------|----------------|--------------|---------------|----------------|
| | | | | | | | | | | | | | | | | | | | |
| | | Outside Travel Lane | | | Center Travel Lane | | | Traffic Signals | | | Bridges | | | Quadrant Intersections | | | Total | | |
| SFR - Rural (0 - 0.5) | per unit | \$70 | \$73 | 4.3% | \$0 | \$0 | | \$34 | \$35 | 2.9% | \$0 | \$0 | | \$62 | \$65 | 4.2% | \$166 | \$173 | 4.2% |
| SFR - Very Low Density (0.6 - 2) | per unit | \$71 | \$74 | 4.2% | \$0 | \$0 | | \$35 | \$36 | 2.9% | \$0 | \$0 | | \$61 | \$64 | 4.2% | \$167 | \$174 | 4.2% |
| SFR - Low Density (2.1 - 4) | per unit | \$71 | \$74 | 4.2% | \$0 | \$0 | | \$35 | \$36 | 2.9% | \$0 | \$0 | | \$56 | \$58 | 4.2% | \$162 | \$168 | 3.7% |
| SFR - Medium Density (4.1 - 7) | per unit | \$71 | \$74 | 4.2% | \$0 | \$0 | | \$35 | \$36 | 2.9% | \$0 | \$0 | | \$56 | \$58 | 4.2% | \$162 | \$168 | 3.7% |
| MFR - Medium High Density (7.1 - 15) | per unit | \$43 | \$45 | 4.7% | \$0 | \$0 | | \$21 | \$22 | 4.8% | \$0 | \$0 | | \$34 | \$35 | 4.2% | \$98 | \$102 | 4.1% |
| MFR - High (15.1 - 25) | per unit | \$43 | \$45 | 4.7% | \$0 | \$0 | | \$21 | \$22 | 4.8% | \$0 | \$0 | | \$34 | \$35 | 4.2% | \$98 | \$102 | 4.1% |
| MFR - Very High (25.1 - 43) | per unit | \$43 | \$45 | 4.7% | \$0 | \$0 | | \$21 | \$22 | 4.8% | \$0 | \$0 | | \$34 | \$35 | 4.2% | \$98 | \$102 | 4.1% |
| Retail | per 1000 bldg sf | \$112 | \$117 | 4.5% | \$0 | \$0 | | \$55 | \$57 | 4.1% | \$0 | \$0 | | \$88 | \$92 | 4.2% | \$255 | \$266 | 4.4% |
| Office, Public Facilities | per 1000 bldg sf | \$51 | \$53 | 3.9% | \$0 | \$0 | | \$25 | \$26 | 4.0% | \$0 | \$0 | | \$40 | \$42 | 4.2% | \$116 | \$121 | 4.3% |
| Industrial, Assisted Living | per 1000 bldg sf | \$14 | \$15 | 7.1% | \$0 | \$0 | | \$7 | \$7 | 0.0% | \$0 | \$0 | | \$11 | \$11 | 4.2% | \$32 | \$33 | 3.1% |
| Schools | per 1000 bldg sf | \$90 | \$94 | 4.4% | \$0 | \$0 | | \$44 | \$46 | 4.9% | \$0 | \$0 | | \$70 | \$73 | 4.2% | \$204 | \$213 | 4.5% |
| Churches | per 1000 bldg sf | \$51 | \$53 | 3.9% | \$0 | \$0 | | \$25 | \$26 | 4.0% | \$0 | \$0 | | \$40 | \$42 | 4.2% | \$116 | \$121 | 4.3% |
| Mini Storage | per gross acre | \$183 | \$191 | 4.4% | \$0 | \$0 | | \$91 | \$95 | 4.4% | \$0 | \$0 | | \$144 | \$150 | 4.2% | \$418 | \$436 | 4.3% |

| Area 4 | Basis of Charge | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change |
|--------------------------------------|------------------|---------------------|---------------|----------------|--------------------|---------------|----------------|-----------------|---------------|----------------|--------------|---------------|----------------|------------------------|---------------|----------------|--------------|---------------|----------------|
| | | | | | | | | | | | | | | | | | | | |
| | | Outside Travel Lane | | | Center Travel Lane | | | Traffic Signals | | | Bridges | | | Quadrant Intersections | | | Total | | |
| SFR - Rural (0 - 0.5) | per unit | \$4,606 | \$4,799 | 4.2% | \$2,156 | \$2,247 | 4.2% | \$442 | \$461 | 4.3% | \$316 | \$494 | 56.3% | \$62 | \$65 | 4.2% | \$7,582 | \$8,066 | 6.4% |
| SFR - Very Low Density (0.6 - 2) | per unit | \$4,606 | \$4,799 | 4.2% | \$2,155 | \$2,246 | 4.2% | \$441 | \$460 | 4.3% | \$317 | \$494 | 55.8% | \$61 | \$64 | 4.2% | \$7,580 | \$8,063 | 6.4% |
| SFR - Low Density (2.1 - 4) | per unit | \$4,606 | \$4,799 | 4.2% | \$2,155 | \$2,246 | 4.2% | \$441 | \$460 | 4.3% | \$317 | \$494 | 55.8% | \$56 | \$58 | 4.2% | \$7,575 | \$8,057 | 6.4% |
| SFR - Medium Density (4.1 - 7) | per unit | \$4,606 | \$4,799 | 4.2% | \$2,155 | \$2,246 | 4.2% | \$441 | \$460 | 4.3% | \$317 | \$494 | 55.8% | \$56 | \$58 | 4.2% | \$7,575 | \$8,057 | 6.4% |
| MFR - Medium High Density (7.1 - 15) | per unit | \$2,764 | \$2,880 | 4.2% | \$1,293 | \$1,347 | 4.2% | \$265 | \$276 | 4.2% | \$190 | \$296 | 55.8% | \$34 | \$35 | 4.2% | \$4,546 | \$4,834 | 6.3% |
| MFR - High (15.1 - 25) | per unit | \$2,764 | \$2,880 | 4.2% | \$1,293 | \$1,347 | 4.2% | \$265 | \$276 | 4.2% | \$190 | \$296 | 55.8% | \$34 | \$35 | 4.2% | \$4,546 | \$4,834 | 6.3% |
| MFR - Very High (25.1 - 43) | per unit | \$2,764 | \$2,880 | 4.2% | \$1,293 | \$1,347 | 4.2% | \$265 | \$276 | 4.2% | \$190 | \$296 | 55.8% | \$34 | \$35 | 4.2% | \$4,546 | \$4,834 | 6.3% |
| Retail | per 1000 bldg sf | \$7,269 | \$7,574 | 4.2% | \$3,402 | \$3,545 | 4.2% | \$696 | \$725 | 4.2% | \$500 | \$779 | 55.8% | \$88 | \$92 | 4.2% | \$11,955 | \$12,715 | 6.4% |
| Office, Public Facilities | per 1000 bldg sf | \$3,315 | \$3,454 | 4.2% | \$1,551 | \$1,616 | 4.2% | \$317 | \$330 | 4.1% | \$228 | \$355 | 55.7% | \$40 | \$42 | 4.2% | \$5,451 | \$5,797 | 6.3% |
| Industrial, Assisted Living | per 1000 bldg sf | \$892 | \$929 | 4.1% | \$417 | \$435 | 4.3% | \$85 | \$89 | 4.7% | \$61 | \$96 | 57.4% | \$11 | \$11 | 4.2% | \$1,466 | \$1,560 | 6.4% |
| Schools | per 1000 bldg sf | \$5,815 | \$6,059 | 4.2% | \$2,721 | \$2,835 | 4.2% | \$557 | \$580 | 4.1% | \$400 | \$624 | 56.0% | \$70 | \$73 | 4.2% | \$9,563 | \$10,171 | 6.4% |
| Churches | per 1000 bldg sf | \$3,315 | \$3,454 | 4.2% | \$1,551 | \$1,616 | 4.2% | \$317 | \$330 | 4.1% | \$228 | \$355 | 55.7% | \$40 | \$42 | 4.2% | \$5,451 | \$5,797 | 6.3% |
| Mini Storage | per gross acre | \$11,657 | \$12,147 | 4.2% | \$5,449 | \$5,678 | 4.2% | \$1,111 | \$1,158 | 4.2% | \$797 | \$1,255 | 57.5% | \$144 | \$150 | 4.2% | \$19,158 | \$20,388 | 6.4% |

| Area 5 | Basis of Charge | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change | Current Rate | Proposed Rate | Percent Change |
|--------------------------------------|------------------|---------------------|---------------|----------------|--------------------|---------------|----------------|-----------------|---------------|----------------|--------------|---------------|----------------|------------------------|---------------|----------------|--------------|---------------|----------------|
| | | | | | | | | | | | | | | | | | | | |
| | | Outside Travel Lane | | | Center Travel Lane | | | Traffic Signals | | | Bridges | | | Quadrant Intersections | | | Total | | |
| SFR - Rural (0 - 0.5) | per unit | \$2,096 | \$2,184 | 4.2% | \$1,300 | \$1,355 | 4.2% | \$143 | \$149 | 4.2% | \$112 | \$192 | 71.4% | \$62 | \$65 | 4.2% | \$3,713 | \$3,945 | 6.2% |
| SFR - Very Low Density (0.6 - 2) | per unit | \$2,097 | \$2,185 | 4.2% | \$1,299 | \$1,354 | 4.2% | \$285 | \$297 | 4.2% | \$111 | \$192 | 73.0% | \$61 | \$64 | 4.2% | \$3,853 | \$4,092 | 6.2% |
| SFR - Low Density (2.1 - 4) | per unit | \$2,097 | \$2,185 | 4.2% | \$1,299 | \$1,354 | 4.2% | \$285 | \$297 | 4.2% | \$111 | \$193 | 73.9% | \$56 | \$58 | 4.2% | \$3,848 | \$4,087 | 6.2% |
| SFR - Medium Density (4.1 - 7) | per unit | \$2,097 | \$2,185 | 4.2% | \$1,299 | \$1,354 | 4.2% | \$285 | \$297 | 4.2% | \$111 | \$192 | 73.0% | \$56 | \$58 | 4.2% | \$3,848 | \$4,086 | 6.2% |
| MFR - Medium High Density (7.1 - 15) | per unit | \$1,258 | \$1,311 | 4.2% | \$779 | \$812 | 4.2% | \$171 | \$178 | 4.1% | \$67 | \$115 | 71.6% | \$34 | \$35 | 4.2% | \$2,309 | \$2,451 | 6.1% |
| MFR - High (15.1 - 25) | per unit | \$1,258 | \$1,311 | 4.2% | \$779 | \$812 | 4.2% | \$171 | \$178 | 4.1% | \$67 | \$115 | 71.6% | \$34 | \$35 | 4.2% | \$2,309 | \$2,451 | 6.1% |
| MFR - Very High (25.1 - 43) | per unit | \$1,258 | \$1,311 | 4.2% | \$779 | \$812 | 4.2% | \$171 | \$178 | 4.1% | \$67 | \$115 | 71.6% | \$34 | \$35 | 4.2% | \$2,309 | \$2,451 | 6.1% |
| Retail | per 1000 bldg sf | \$3,309 | \$3,448 | 4.2% | \$2,050 | \$2,136 | 4.2% | \$450 | \$469 | 4.2% | \$176 | \$304 | 72.7% | \$88 | \$92 | 4.2% | \$6,073 | \$6,449 | 6.2% |
| Office, Public Facilities | per 1000 bldg sf | \$1,509 | \$1,572 | 4.2% | \$935 | \$974 | 4.2% | \$205 | \$214 | 4.4% | \$80 | \$139 | 73.8% | \$40 | \$42 | 4.2% | \$2,769 | \$2,941 | 6.2% |
| Industrial | per 1000 bldg sf | \$406 | \$423 | 4.2% | \$252 | \$263 | 4.4% | \$55 | \$57 | 3.6% | \$22 | \$37 | 68.2% | \$11 | \$11 | 4.2% | \$746 | \$791 | 6.0% |
| Schools | per 1000 bldg sf | \$2,648 | \$2,759 | 4.2% | \$1,640 | \$1,709 | 4.2% | \$360 | \$375 | 4.2% | \$140 | \$243 | 73.6% | \$70 | \$73 | 4.2% | \$4,858 | \$5,159 | 6.2% |
| Churches | per 1000 bldg sf | \$1,509 | \$1,572 | 4.2% | \$935 | \$974 | 4.2% | \$205 | \$214 | 4.4% | \$80 | \$139 | 73.8% | \$40 | \$42 | 4.2% | \$2,769 | \$2,941 | 6.2% |
| Mini Storage | per gross acre | \$5,306 | \$5,529 | 4.2% | \$3,293 | \$3,431 | 4.2% | \$719 | \$749 | 4.2% | \$287 | \$484 | 68.6% | \$144 | \$150 | 4.2% | \$9,749 | \$10,343 | 6.1% |

CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE 2019-2020

Effective: September 9, 2019 (TBD)

| | Current Rate | Proposed Rate | Percent Change |
|---|--------------|--------------------------------|----------------|
| Sewer Oversize/Overdepth Reimbursement Rates | | | |
| Sewer oversize mains | | | |
| 10" | \$3.10 | \$3.23 per linear foot | 4.2% |
| 12" | \$8.70 | \$9.07 per linear foot | 4.2% |
| 15" | \$20.10 | \$20.94 per linear foot | 4.2% |
| 18" | \$35.65 | \$37.15 per linear foot | 4.2% |
| 21" | \$48.60 | \$50.64 per linear foot | 4.2% |
| Sewer overdepth mains: | | | |
| <u>8' to 12' in depth</u> | | | |
| 8" main | \$7.90 | \$8.23 per linear foot | 4.2% |
| 10" main | \$10.00 | \$10.42 per linear foot | 4.2% |
| 12" main | \$9.85 | \$10.26 per linear foot | 4.2% |
| 15" main | \$13.45 | \$14.01 per linear foot | 4.2% |
| 18" main | \$15.35 | \$15.99 per linear foot | 4.2% |
| 21" main | \$18.35 | \$19.12 per linear foot | 4.2% |
| <u>12' to 16' in depth</u> | | | |
| 8" main | \$15.35 | \$15.99 per linear foot | 4.2% |
| 10" main | \$17.15 | \$17.87 per linear foot | 4.2% |
| 12" main | \$17.05 | \$17.77 per linear foot | 4.2% |
| 15" main | \$22.20 | \$23.13 per linear foot | 4.2% |
| 18" main | \$32.60 | \$33.97 per linear foot | 4.2% |
| 21" main | \$34.15 | \$35.58 per linear foot | 4.2% |
| <u>Greater than 16' in depth</u> | | | |
| 8" main | \$20.40 | \$21.26 per linear foot | 4.2% |
| 10" main | \$22.55 | \$23.50 per linear foot | 4.2% |
| 12" main | \$22.60 | \$23.55 per linear foot | 4.2% |
| 15" main | \$33.35 | \$34.75 per linear foot | 4.2% |
| 18" main | \$40.85 | \$42.57 per linear foot | 4.2% |
| 21" main | \$45.45 | \$47.36 per linear foot | 4.2% |

| | Current Rate | Proposed Rate | Percent Change |
|---|--------------|---------------------------------|----------------|
| Water Oversize Reimbursement Rates | | | |
| Water oversize mains: | | | |
| 12" main | \$14.40 | \$15.00 per linear foot | 4.2% |
| 14" main | \$26.00 | \$27.09 per linear foot | 4.2% |
| 16" main | \$43.70 | \$45.54 per linear foot | 4.2% |
| 18" main | \$56.95 | \$59.34 per linear foot | 4.2% |
| 20" main | \$71.15 | \$74.14 per linear foot | 4.2% |
| 24" main | \$103.35 | \$107.69 per linear foot | 4.2% |
| Water oversize valves: | | | |
| 12" valve | \$873 | \$910 each | 4.2% |
| 14" valve | \$1,142 | \$1,190 each | 4.2% |
| 16" valve | \$1,540 | \$1,605 each | 4.2% |
| 18" valve | \$1,846 | \$1,924 each | 4.2% |
| 20" valve | \$2,813 | \$2,931 each | 4.2% |
| 24" valve | \$4,274 | \$4,454 each | 4.2% |

CITY OF CLOVIS
MASTER DEVELOPMENT FEE SCHEDULE

Water Supply Fee within the Jurisdiction of FID

Non-Residential Projects

| <u>Type</u> | <u>Fee per Gross Acre</u> |
|-------------|---------------------------|
| Commercial | \$0 |
| Office | \$0 |
| Industrial | \$0 |
| Public | \$0 |
| Schools | \$875 |
| Parks | \$875 |

Residential Projects

| <u>Units per Acre</u> | <u>Fee per Unit</u> | <u>Units per Acre</u> | <u>Fee per Unit</u> |
|-----------------------|---------------------|-----------------------|---------------------|
| 0.2 | \$1,250 | 10.0 | \$111 |
| 0.4 | \$1,250 | 10.2 | \$118 |
| 0.6 | \$1,250 | 10.4 | \$126 |
| 0.8 | \$1,250 | 10.6 | \$133 |
| 1.0 | \$1,250 | 10.8 | \$140 |
| 1.2 | \$1,000 | 11.0 | \$148 |
| 1.4 | \$750 | 11.2 | \$149 |
| 1.6 | \$500 | 11.4 | \$150 |
| 1.8 | \$250 | 11.6 | \$151 |
| 2.0 | \$0 | 11.8 | \$153 |
| 2.2 | \$0 | 12.0 | \$154 |
| 2.4 | \$0 | 12.2 | \$155 |
| 2.6 | \$0 | 12.4 | \$156 |
| 2.8 | \$0 | 12.6 | \$158 |
| 3.0 | \$0 | 12.8 | \$159 |
| 3.2 | \$0 | 13.0 | \$160 |
| 3.4 | \$0 | 13.2 | \$161 |
| 3.6 | \$0 | 13.4 | \$163 |
| 3.8 | \$0 | 13.6 | \$164 |
| 4.0 | \$0 | 13.8 | \$165 |
| 4.2 | \$0 | 14.0 | \$166 |
| 4.4 | \$0 | 14.2 | \$168 |
| 4.6 | \$0 | 14.4 | \$169 |
| 4.8 | \$0 | 14.6 | \$170 |
| 5.0 | \$0 | 14.8 | \$171 |
| 5.2 | \$0 | 15.0 | \$173 |
| 5.4 | \$0 | 15.2 | \$174 |
| 5.5 | \$0 | 15.4 | \$175 |
| 5.6 | \$0 | 15.6 | \$176 |
| 5.8 | \$0 | 15.8 | \$178 |
| 6.0 | \$0 | 16.0 | \$179 |
| 6.2 | \$0 | 16.2 | \$180 |
| 6.4 | \$0 | 16.4 | \$181 |
| 6.6 | \$0 | 16.6 | \$182 |
| 6.8 | \$0 | 16.8 | \$184 |
| 7.0 | \$0 | 17.0 | \$185 |
| 7.2 | \$7 | 17.2 | \$186 |
| 7.4 | \$15 | 17.4 | \$187 |
| 7.6 | \$22 | 17.6 | \$189 |
| 7.8 | \$30 | 17.8 | \$190 |
| 8.0 | \$37 | 18.0 | \$191 |
| 8.2 | \$44 | 18.2 | \$192 |
| 8.4 | \$52 | 18.4 | \$194 |
| 8.6 | \$59 | 18.6 | \$195 |
| 8.8 | \$66 | 18.8 | \$196 |
| 9.0 | \$74 | 19.0 | \$197 |
| 9.2 | \$81 | | |
| 9.4 | \$89 | | |
| 9.6 | \$96 | | |
| 9.8 | \$103 | | |

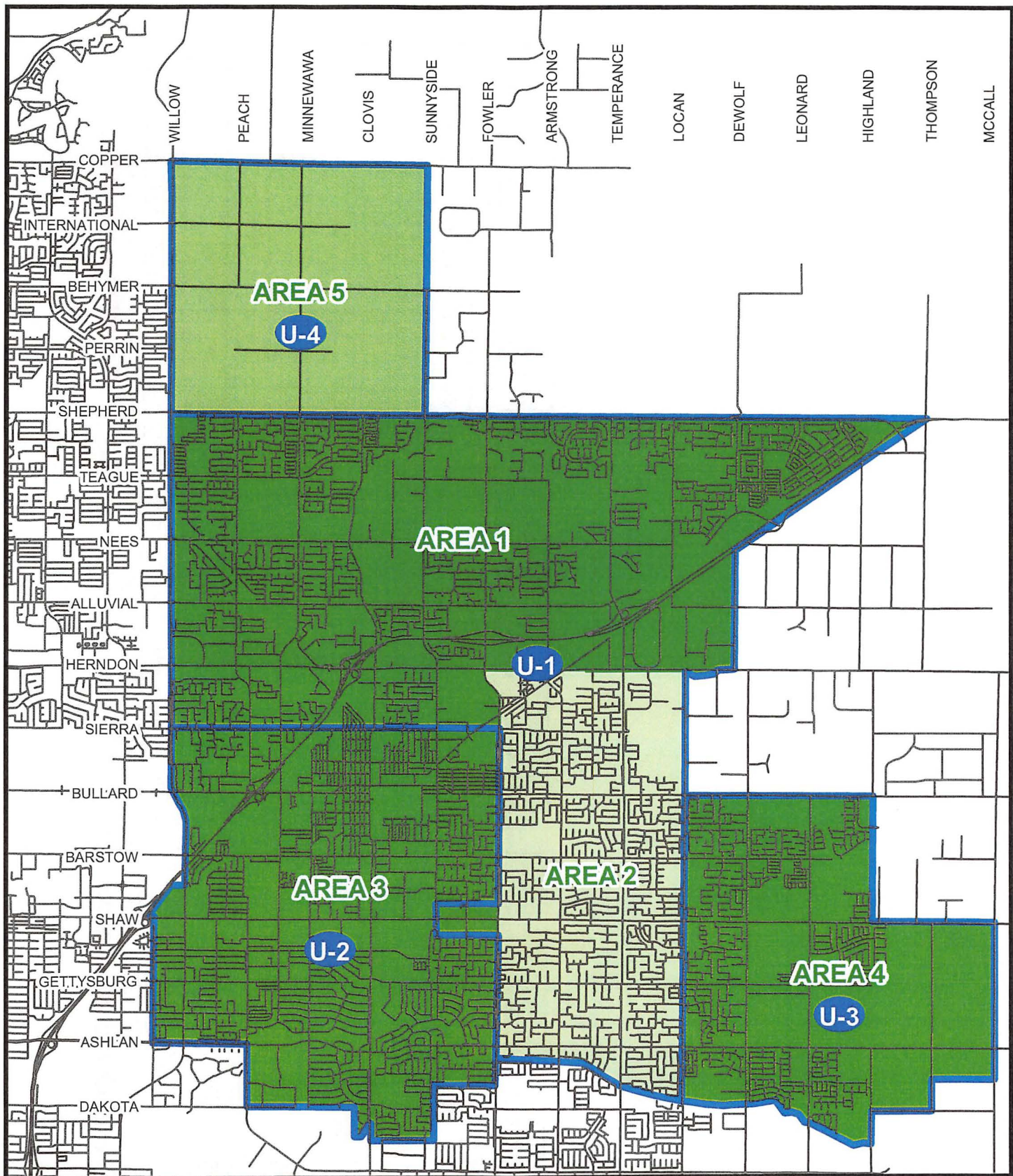
Water Supply Fee Outside the Jurisdiction of FID

Non-Residential Projects

| <u>Type</u> | <u>Fee per Gross Acre</u> |
|-------------|---------------------------|
| Commercial | \$2,250 |
| Office | \$2,250 |
| Industrial | \$2,750 |
| Public | \$1,250 |
| Schools | \$1,750 |
| Parks | \$3,500 |

Residential Projects

| <u>Units per Acre</u> | <u>Fee per Unit</u> | <u>Units per Acre</u> | <u>Fee per Unit</u> |
|-----------------------|---------------------|-----------------------|---------------------|
| 0.2 | \$3,875 | 10.0 | \$375 |
| 0.4 | \$3,875 | 10.2 | \$375 |
| 0.6 | \$3,875 | 10.4 | \$375 |
| 0.8 | \$3,875 | 10.6 | \$375 |
| 1.0 | \$3,875 | 10.8 | \$375 |
| 1.2 | \$3,333 | 11.0 | \$375 |
| 1.4 | \$2,792 | 11.2 | \$375 |
| 1.6 | \$2,250 | 11.4 | \$375 |
| 1.8 | \$1,709 | 11.6 | \$375 |
| 2.0 | \$1,167 | 11.8 | \$375 |
| 2.2 | \$1,135 | 12.0 | \$375 |
| 2.4 | \$1,104 | 12.2 | \$375 |
| 2.6 | \$1,072 | 12.4 | \$375 |
| 2.8 | \$1,040 | 12.6 | \$375 |
| 3.0 | \$1,009 | 12.8 | \$375 |
| 3.2 | \$977 | 13.0 | \$375 |
| 3.4 | \$945 | 13.2 | \$375 |
| 3.6 | \$914 | 13.4 | \$375 |
| 3.8 | \$882 | 13.6 | \$375 |
| 4.0 | \$850 | 13.8 | \$375 |
| 4.2 | \$819 | 14.0 | \$375 |
| 4.4 | \$787 | 14.2 | \$375 |
| 4.6 | \$755 | 14.4 | \$375 |
| 4.8 | \$723 | 14.6 | \$375 |
| 5.0 | \$692 | 14.8 | \$375 |
| 5.2 | \$660 | 15.0 | \$375 |
| 5.4 | \$628 | 15.2 | \$375 |
| 5.5 | \$613 | 15.4 | \$375 |
| 5.6 | \$597 | 15.6 | \$375 |
| 5.8 | \$565 | 15.8 | \$375 |
| 6.0 | \$533 | 16.0 | \$375 |
| 6.2 | \$502 | 16.2 | \$375 |
| 6.4 | \$470 | 16.4 | \$375 |
| 6.6 | \$438 | 16.6 | \$375 |
| 6.8 | \$407 | 16.8 | \$375 |
| 7.0 | \$375 | 17.0 | \$375 |
| 7.2 | \$375 | 17.2 | \$375 |
| 7.4 | \$375 | 17.4 | \$375 |
| 7.6 | \$375 | 17.6 | \$375 |
| 7.8 | \$375 | 17.8 | \$375 |
| 8.0 | \$375 | 18.0 | \$375 |
| 8.2 | \$375 | 18.2 | \$375 |
| 8.4 | \$375 | 18.4 | \$375 |
| 8.6 | \$375 | 18.6 | \$375 |
| 8.8 | \$375 | 18.8 | \$375 |
| 9.0 | \$375 | 19.0 | \$375 |
| 9.2 | \$375 | | |
| 9.4 | \$375 | | |
| 9.6 | \$375 | | |
| 9.8 | \$375 | | |



JAN 18, 2018

Single-Family Fee Calculation Scenarios
2019-2020 Proposed Fee rates

| | | 4 DU/AC (SFR) - 40 acre development | | | 6.5 DU/AC (SFR) - 40 acre development | | | 7.5 DU/AC (SFR) - 40 acre development | | | 14.5 DU/AC (SFR) - 40 acre development | | | 15.5 DU/AC (SFR) - 40 acre development | | |
|--------|----------|-------------------------------------|---------------|------------|---------------------------------------|---------------|------------|---------------------------------------|---------------|------------|--|---------------|-------------|--|---------------|-------------|
| | | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference |
| Area 1 | Total | \$4,084,372 | \$4,436,700 | \$352,328 | \$5,540,547 | \$6,057,387 | \$516,841 | \$6,084,326 | \$6,663,662 | \$579,335 | \$10,511,875 | \$11,568,773 | \$1,056,898 | \$11,136,498 | \$12,260,977 | \$1,124,479 |
| | Per Unit | \$25,527 | \$27,729 | \$2,202 | \$21,310 | \$23,298 | \$1,988 | \$20,281 | \$22,212 | \$1,931 | \$18,124 | \$19,946 | \$1,822 | \$17,962 | \$19,776 | \$1,814 |
| | % Change | | | 8.6% | | | 9.3% | | | 9.5% | | | 10.1% | | | 10.1% |
| Area 2 | Total | \$3,803,452 | \$4,138,939 | \$335,487 | \$5,274,747 | \$5,759,627 | \$484,880 | \$5,915,806 | \$6,485,022 | \$569,215 | \$10,343,355 | \$11,390,133 | \$1,046,778 | \$10,967,978 | \$12,082,337 | \$1,114,359 |
| | Per Unit | \$23,772 | \$25,868 | \$2,097 | \$20,287 | \$22,152 | \$1,865 | \$19,719 | \$21,617 | \$1,897 | \$17,833 | \$19,638 | \$1,805 | \$17,690 | \$19,488 | \$1,797 |
| | % Change | | | 8.8% | | | 9.2% | | | 9.6% | | | 10.1% | | | 10.2% |
| Area 3 | Total | \$3,520,292 | \$3,839,433 | \$319,141 | \$4,979,307 | \$5,460,121 | \$480,814 | \$5,640,286 | \$6,191,808 | \$551,522 | \$10,066,115 | \$11,096,920 | \$1,030,805 | \$10,690,738 | \$11,789,124 | \$1,098,386 |
| | Per Unit | \$22,002 | \$23,996 | \$1,995 | \$19,151 | \$21,000 | \$1,849 | \$18,801 | \$20,639 | \$1,838 | \$17,355 | \$19,133 | \$1,777 | \$17,243 | \$19,015 | \$1,772 |
| | % Change | | | 9.1% | | | 9.7% | | | 9.8% | | | 10.2% | | | 10.3% |
| Area 4 | Total | \$4,111,252 | \$4,471,129 | \$359,877 | \$5,567,427 | \$6,091,816 | \$524,390 | \$6,169,766 | \$6,695,330 | \$525,563 | \$10,538,475 | \$11,600,441 | \$1,061,966 | \$11,163,098 | \$12,292,645 | \$1,129,547 |
| | Per Unit | \$25,695 | \$27,945 | \$2,249 | \$21,413 | \$23,430 | \$2,017 | \$20,566 | \$22,318 | \$1,752 | \$18,170 | \$20,001 | \$1,831 | \$18,005 | \$19,827 | \$1,822 |
| | % Change | | | 8.8% | | | 9.4% | | | 8.5% | | | 10.1% | | | 10.1% |
| Area 5 | Total | \$3,949,132 | \$4,296,143 | \$347,011 | \$5,405,307 | \$5,916,790 | \$511,483 | \$6,008,406 | \$6,584,776 | \$576,370 | \$10,435,955 | \$11,489,887 | \$1,053,932 | \$11,060,578 | \$12,182,091 | \$1,121,513 |
| | Per Unit | \$24,682 | \$26,851 | \$2,169 | \$20,790 | \$22,757 | \$1,967 | \$20,028 | \$21,949 | \$1,921 | \$17,993 | \$19,810 | \$1,817 | \$17,840 | \$19,649 | \$1,809 |
| | % Change | | | 8.8% | | | 9.5% | | | 9.6% | | | 10.1% | | | 10.1% |

Multi-Family Fee Calculation Scenarios
2019-2020 Proposed Fee rates

| | | 7.5 DU/AC (MFR) - 40 acre development | | | 14.5 DU/AC (MFR) - 40 acre development | | | 15.5 DU/AC (MFR) - 40 acre development | | | 20 DU/AC (MFR) - 40 acre development | | |
|--------|----------|---------------------------------------|---------------|------------|--|---------------|-------------|--|---------------|-------------|--------------------------------------|---------------|-------------|
| | | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference |
| Area 1 | Total | \$5,567,711 | \$6,127,742 | \$560,030 | \$9,513,086 | \$10,532,661 | \$1,019,575 | \$10,068,827 | \$11,153,409 | \$1,084,582 | \$12,482,055 | \$13,856,340 | \$1,374,284 |
| | Per Unit | \$18,559 | \$20,426 | \$1,867 | \$16,402 | \$18,160 | \$1,758 | \$16,240 | \$17,989 | \$1,749 | \$15,603 | \$17,320 | \$1,718 |
| | % Change | | | 10.1% | | | 10.7% | | | 10.8% | | | 11.0% |
| Area 2 | Total | \$5,399,191 | \$5,949,102 | \$549,910 | \$9,344,566 | \$10,354,021 | \$1,009,455 | \$9,900,307 | \$10,974,769 | \$1,074,462 | \$12,305,815 | \$13,677,700 | \$1,371,884 |
| | Per Unit | \$17,997 | \$19,830 | \$1,833 | \$16,111 | \$17,852 | \$1,740 | \$15,968 | \$17,701 | \$1,733 | \$15,382 | \$17,097 | \$1,715 |
| | % Change | | | 10.2% | | | 10.8% | | | 10.9% | | | 11.1% |
| Area 3 | Total | \$5,121,951 | \$5,655,888 | \$533,937 | \$9,067,326 | \$10,060,808 | \$993,482 | \$9,623,067 | \$10,681,556 | \$1,058,489 | \$12,028,295 | \$13,384,486 | \$1,356,191 |
| | Per Unit | \$17,073 | \$18,853 | \$1,780 | \$15,633 | \$17,346 | \$1,713 | \$15,521 | \$17,228 | \$1,707 | \$15,035 | \$16,731 | \$1,695 |
| | % Change | | | 10.4% | | | 11.0% | | | 11.0% | | | 11.3% |
| Area 4 | Total | \$5,594,311 | \$6,159,410 | \$565,098 | \$9,539,686 | \$10,564,329 | \$1,024,643 | \$10,095,427 | \$11,185,077 | \$1,089,650 | \$12,500,655 | \$13,888,008 | \$1,387,352 |
| | Per Unit | \$18,648 | \$20,531 | \$1,884 | \$16,448 | \$18,214 | \$1,767 | \$16,283 | \$18,040 | \$1,758 | \$15,626 | \$17,360 | \$1,734 |
| | % Change | | | 10.1% | | | 10.7% | | | 10.8% | | | 11.1% |
| Area 5 | Total | \$5,491,791 | \$6,048,856 | \$557,065 | \$9,437,166 | \$10,453,775 | \$1,016,609 | \$9,992,907 | \$11,074,523 | \$1,081,616 | \$12,398,135 | \$13,777,454 | \$1,379,319 |
| | Per Unit | \$18,306 | \$20,163 | \$1,857 | \$16,271 | \$18,024 | \$1,753 | \$16,118 | \$17,862 | \$1,745 | \$15,498 | \$17,222 | \$1,724 |
| | % Change | | | 10.1% | | | 10.8% | | | 10.8% | | | 11.1% |

Non-Residential Fee Calculation Scenarios
2019-2020 Proposed Fee rates

| | | Retail (1 acre site) | | | Industrial (1 acre site) | | | Office (1 acre site) | | |
|------------------|----------|----------------------|---------------|------------|--------------------------|---------------|------------|----------------------|---------------|------------|
| | | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference | Existing Fees | Proposed Fees | Difference |
| Area 1 | Total | \$203,392 | \$218,799 | \$15,406 | \$89,320 | \$98,494 | \$9,174 | \$145,135 | \$157,333 | \$12,198 |
| | % Change | | | 7.6% | | | 10.3% | | | 8.4% |
| Area 2 | Total | \$106,829 | \$116,445 | \$9,616 | \$71,547 | \$79,646 | \$8,099 | \$101,105 | \$110,662 | \$9,557 |
| | % Change | | | 9.0% | | | 11.3% | | | 9.5% |
| Area 3 (Core) | Total | \$95,048 | \$103,989 | \$8,941 | \$63,910 | \$71,567 | \$7,658 | \$92,077 | \$101,115 | \$9,038 |
| | % Change | | | 9.4% | | | 12.0% | | | 9.8% |
| Area 4 | Total | \$204,340 | \$221,857 | \$17,517 | \$90,010 | \$99,607 | \$9,597 | \$145,917 | \$159,091 | \$13,174 |
| | % Change | | | 8.6% | | | 10.7% | | | 9.0% |
| Area 5 | Total | \$152,770 | \$166,103 | \$13,334 | \$80,275 | \$89,062 | \$8,786 | \$122,225 | \$133,492 | \$11,266 |
| | % Change | | | 8.7% | | | 10.9% | | | 9.2% |

Sewer Major Facilities Fee

2019-2020

| Existing Rates | |
|---|-----------------------|
| Single Family Residential | \$7,500 per Unit* |
| Multi-Family Residential | \$6,075 per Unit* |
| Retail | \$4.50 per bldg sf ^^ |
| Office | \$3.83 per bldg sf ^^ |
| Industrial | \$2.10 per bldg sf ^^ |
| Assisted Living | \$7,500 per EDU |
| *Other | \$7,500 per EDU |
| ^ Unit is defined as each separate dwelling unit | |
| ^^ Non-residential Fees are based on building square footage. | |

| Proposed Rates | | % change |
|---|-----------------------|----------|
| Single Family Residential | \$7,749 per Unit^ | 3.3% |
| Multi-Family Residential | \$6,277 per Unit^ | 3.3% |
| Retail | \$4.65 per bldg sf ^^ | 3.3% |
| Office/PF/School | \$3.95 per bldg sf ^^ | 3.1% |
| Industrial | \$2.17 per bldg sf ^^ | 3.3% |
| Assisted Living | \$7,749 per EDU | 3.3% |
| *Other | \$7,749 per EDU | 3.3% |
| ^ Unit is defined as each separate dwelling unit | | |
| ^^ Non-residential Fees are based on building square footage. | | |

Purpose of Fee

The Sewer Major Facilities fee pays for the construction and financing of major sewer trunk lines, treatment capacity, and recycled water transmission to serve growth.

Scope of Improvements covered

Debt Service on past capacity upgrades at the Fresno Regional Plant.

Debt service on the construction of the City of Clovis treatment plant including the first 2.7 mgd treatment capacity, Pump Station E, Pump Station B, Ashlan Force mains, recycled water pump station and transmission system.

Construction and financing costs for future plant expansions.

Construction and financing costs for future upgrades and capacity purchases at the Fresno Regional plant.

Construction and financing costs for the future construction of Shepherd Avenue force mains and Dewolf trunk mains.

Construction and financing costs for the future construction of trunk mains to serve growth in Heritage Grove and the Northeast Village.

Nexus

Sewage treatment, conveyance, and disposal systems are necessary to accommodate new development. Major components of the system are needed in advance of development and therefore must be constructed using financing. The rates are directly related to system utilization by each land use category and include development's share of financing and construction.

Methodology

1. Calculate the total cost of system components and financing.
2. Calculate the number of units or EDU's that will benefit from and pay for the system according to relative system utilization per the sewer master plan.
3. Rate = total cost divided by units.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase and moving a section of Nees infrastructure to the Sewer Oversize fee.

ATTACHMENT 5

Sewer Oversize Fee

2019-2020

| Existing Rates | |
|---|--------------------|
| All Areas except RT Ph 1, 2 | \$949 per Gr. Ac.* |
| RT Park Phase1, 2 | \$0 per Gr. Ac.* |
| * Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets | |

| Proposed Rates | | % change |
|---|--------------------|----------|
| All Areas except RT Ph 1, 2 | \$989 per Gr. Ac.^ | 4.2% |
| RT Park Phase1, 2 | \$0 per Gr. Ac.^ | |
| ^ Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets | | |

Purpose of Fee

The Sewer Oversize Fee pays for the difference in construction cost between 8" mains at standard depth (which are paid for with front footage fees) and any larger mains and/or mains constructed at greater than standard depth.

Scope of Improvements covered

All sewer mains that are greater than 8" in diameter and all mains (including 8" diameter) constructed at depths greater than 8' are included. Mains that are considered trunk mains are not included in the sewer oversize fee, but are included in the sewer major facilities fee.

Nexus

In order to provide for the conveyance of sewage from all development, certain sewer mains are required to be larger than 8" in diameter or must be constructed at depths greater than 8'. The additional cost for these larger and/or deeper sewer mains is to be paid for by all development because all development receives benefit.

Methodology

1. Calculate the total cost of system components (those lines larger 8" diameter and/or greater than 8' in depth).
2. Calculate the total acreage of undeveloped (developable) land.
3. Rate = total cost divided by total gross acreage.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase and adding a section of Nees infrastructure from the Sewer Major Facilities fee.

Sewer Front Footage Fee

2019-2020

| Existing Rates | |
|--|-------------------------|
| All Areas except RT Ph 1, 2 | \$18.05 per Linear Ft.* |
| RT Park Phase1, 2 | \$0.00 per Linear Ft.* |
| * Measurement of linear footage is to include all adjacent streets, alleys, or easements where existing or proposed sewer are (to be) installed. | |

| Proposed Rates | | % change |
|--|-------------------------|----------|
| All Areas except RT Ph 1, 2 | \$18.81 per Linear Ft.^ | 4.2% |
| RT Park Phase1, 2 | \$0 per Gr. Ac.^ | |
| ^ Measurement of linear footage is to include all adjacent streets, alleys, or easements where existing or proposed sewer are (to be) installed. | | |

Purpose of Fee

Development is responsible for the cost of 1/2 of the along all adjacent streets alleys and easements. The Sewer Front Footage Fee pays for the 1/2 construction cost of 8" mains at standard depth in order to reimburse developers who construct lines along properties that are not part of the developer's property.

Scope of Improvements covered

The fee covers the cost attributable to 8" sewer main construction that are to be constructed in streets, alleys, or easements where other developments will have frontage and/or connect to the main. The component of cost for sewer mains that are in excess of 8" diameter or 8' in depth is not included and is paid for through the oversize sewer fee. Mains that are considered trunk mains are not included in the sewer front footage fee, but are included in the sewer major facilities fee.

Nexus

All development benefits from the sewage collection system. Each property shares in the cost of the basic element of the collection system (8" sewer mains at standard depth) by providing for 1/2 the cost of any adjacent mains.

Methodology

1. Calculate the cost of 8" sewer main construction at 8' or less in depth on a linear foot basis.
2. Rate = 1/2 the construction cost per linear foot.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Sewer House Branch Construction

2019-2020

| Existing Rates | |
|--|-----------------------|
| 4" Lateral | \$136 per Linear Ft.* |
| 6" Lateral | \$138 per Linear Ft.* |
| * Linear footage refers to length of pipe installed. | |

| Proposed Rates | | % change |
|--|--------------------------|----------|
| 4" Lateral | \$141.71 per Linear Ft.^ | 4.2% |
| 6" Lateral | \$143.80 per Linear Ft.^ | 4.2% |
| ^ Linear footage refers to length of pipe installed. | | |

Purpose of Fee

This fee provides for cost recovery for City forces to supply and construct sewer house branches. While, in most cases, construction of sewer laterals is done by development, this fee provides for cost recovery when lateral construction is done using City forces at the election of the property owner and availability of City resources. Laterals installed by City forces normally occurs on individual residential connections to the sewer system.

Scope of Improvements covered

The fee covers the cost to construct 4" or 6" sewer laterals from the main to the property line and includes all associated costs (excavation, pipeline construction, connection to main, backfill, compaction, resurfacing).

Nexus

The fee represents direct cost recovery for property owner requested services.

Methodology

1. Calculate the cost of 4" and 6" sewer lateral construction on a linear foot basis.
2. Rate = construction cost per linear foot.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Water Major Facilities Fee

2019-2020

| Existing Rates | | | |
|--|--------------|---------|---------------------------|
| Residential | 2.0 or less | \$6,842 | per Gr. Ac. [^] |
| Residential | 2.1 to 2.5 | \$6,842 | per Gr. Ac. [^] |
| Residential | 2.6 to 3.0 | \$6,842 | per Gr. Ac. [^] |
| Residential | 3.1 to 3.5 | \$6,842 | per Gr. Ac. [^] |
| Residential | 3.6 to 4.0 | \$6,842 | per Gr. Ac. [^] |
| Residential | 4.1 to 4.5 | \$6,842 | per Gr. Ac. [^] |
| Residential | 4.6 to 5.0 | \$5,808 | per Gr. Ac. [^] |
| Residential | 5.1 to 5.5 | \$4,774 | per Gr. Ac. [^] |
| Residential | 5.6 to 6.0 | \$4,666 | per Gr. Ac. [^] |
| Residential | 6.1 to 6.5 | \$4,558 | per Gr. Ac. [^] |
| Residential | 6.6 to 7.0 | \$4,450 | per Gr. Ac. [^] |
| Residential | 7.1 to 7.5 | \$4,342 | per Gr. Ac. [^] |
| Residential | 7.6 to 8.0 | \$4,234 | per Gr. Ac. [^] |
| Residential | 8.1 to 8.5 | \$4,126 | per Gr. Ac. [^] |
| Residential | 8.6 to 9.0 | \$4,018 | per Gr. Ac. [^] |
| Residential | 9.1 to 9.5 | \$3,910 | per Gr. Ac. [^] |
| Residential | 9.6 to 10.0 | \$3,802 | per Gr. Ac. [^] |
| Residential | 10.1 to 10.5 | \$3,694 | per Gr. Ac. [^] |
| Residential | 10.6 to 11.0 | \$3,581 | per Gr. Ac. [^] |
| Residential | 11.1 to 11.5 | \$3,538 | per Gr. Ac. [^] |
| Residential | 11.6 to 12.0 | \$3,495 | per Gr. Ac. [^] |
| Residential | 12.1 to 12.5 | \$3,452 | per Gr. Ac. [^] |
| Residential | 12.6 to 13.0 | \$3,409 | per Gr. Ac. [^] |
| Residential | 13.1 to 13.5 | \$3,366 | per Gr. Ac. [^] |
| Residential | 13.6 to 14.0 | \$3,323 | per Gr. Ac. [^] |
| Residential | 14.1 to 14.5 | \$3,280 | per Gr. Ac. [^] |
| Residential | 14.6 to 15.0 | \$3,237 | per Gr. Ac. [^] |
| Residential | 15.1 to 15.5 | \$3,194 | per Gr. Ac. [^] |
| Residential | 15.6 to 16.0 | \$3,151 | per Gr. Ac. [^] |
| Residential | 16.1 to 16.5 | \$3,108 | per Gr. Ac. [^] |
| Residential | 16.6 to 17.0 | \$3,065 | per Gr. Ac. [^] |
| Residential | 17.1 to 17.5 | \$3,022 | per Gr. Ac. [^] |
| Residential | 17.6 to 18.0 | \$2,979 | per Gr. Ac. [^] |
| Residential | 18.1 to 18.5 | \$2,936 | per Gr. Ac. [^] |
| Residential | 18.6 to 19.0 | \$2,893 | per Gr. Ac. [^] |
| Residential | 19.1 to 19.5 | \$2,850 | per Gr. Ac. [^] |
| Residential | 19.6 to 20.0 | \$2,805 | per Gr. Ac. [^] |
| Commercial Retail | | \$3.42 | per bldg sf ^{^^} |
| Professional Office | | \$3.42 | per bldg sf ^{^^} |
| Industrial | | \$0.92 | per bldg sf ^{^^} |
| Schools/Parks | | \$7,161 | per Gr. Ac. [^] |
| Public Facilities | | \$1.86 | per bldg sf ^{^^} |
| Assisted Living | | \$3.25 | per bldg sf ^{^^} |
| [^] Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets ^{^^} bldg sf = building square foot | | | |

| Proposed Rates | | | | % change |
|--|--------------|---------|---------------------------|----------|
| Residential | 2.0 or less | \$7,129 | per Gr. Ac. [^] | 4.2% |
| Residential | 2.1 to 2.5 | \$7,129 | per Gr. Ac. [^] | 4.2% |
| Residential | 2.6 to 3.0 | \$7,129 | per Gr. Ac. [^] | 4.2% |
| Residential | 3.1 to 3.5 | \$7,129 | per Gr. Ac. [^] | 4.2% |
| Residential | 3.6 to 4.0 | \$7,129 | per Gr. Ac. [^] | 4.2% |
| Residential | 4.1 to 4.5 | \$7,129 | per Gr. Ac. [^] | 4.2% |
| Residential | 4.6 to 5.0 | \$6,052 | per Gr. Ac. [^] | 4.2% |
| Residential | 5.1 to 5.5 | \$4,975 | per Gr. Ac. [^] | 4.2% |
| Residential | 5.6 to 6.0 | \$4,862 | per Gr. Ac. [^] | 4.2% |
| Residential | 6.1 to 6.5 | \$4,749 | per Gr. Ac. [^] | 4.2% |
| Residential | 6.6 to 7.0 | \$4,637 | per Gr. Ac. [^] | 4.2% |
| Residential | 7.1 to 7.5 | \$4,524 | per Gr. Ac. [^] | 4.2% |
| Residential | 7.6 to 8.0 | \$4,412 | per Gr. Ac. [^] | 4.2% |
| Residential | 8.1 to 8.5 | \$4,299 | per Gr. Ac. [^] | 4.2% |
| Residential | 8.6 to 9.0 | \$4,187 | per Gr. Ac. [^] | 4.2% |
| Residential | 9.1 to 9.5 | \$4,074 | per Gr. Ac. [^] | 4.2% |
| Residential | 9.6 to 10.0 | \$3,962 | per Gr. Ac. [^] | 4.2% |
| Residential | 10.1 to 10.5 | \$3,849 | per Gr. Ac. [^] | 4.2% |
| Residential | 10.6 to 11.0 | \$3,731 | per Gr. Ac. [^] | 4.2% |
| Residential | 11.1 to 11.5 | \$3,687 | per Gr. Ac. [^] | 4.2% |
| Residential | 11.6 to 12.0 | \$3,642 | per Gr. Ac. [^] | 4.2% |
| Residential | 12.1 to 12.5 | \$3,597 | per Gr. Ac. [^] | 4.2% |
| Residential | 12.6 to 13.0 | \$3,552 | per Gr. Ac. [^] | 4.2% |
| Residential | 13.1 to 13.5 | \$3,507 | per Gr. Ac. [^] | 4.2% |
| Residential | 13.6 to 14.0 | \$3,463 | per Gr. Ac. [^] | 4.2% |
| Residential | 14.1 to 14.5 | \$3,418 | per Gr. Ac. [^] | 4.2% |
| Residential | 14.6 to 15.0 | \$3,373 | per Gr. Ac. [^] | 4.2% |
| Residential | 15.1 to 15.5 | \$3,328 | per Gr. Ac. [^] | 4.2% |
| Residential | 15.6 to 16.0 | \$3,283 | per Gr. Ac. [^] | 4.2% |
| Residential | 16.1 to 16.5 | \$3,239 | per Gr. Ac. [^] | 4.2% |
| Residential | 16.6 to 17.0 | \$3,194 | per Gr. Ac. [^] | 4.2% |
| Residential | 17.1 to 17.5 | \$3,149 | per Gr. Ac. [^] | 4.2% |
| Residential | 17.6 to 18.0 | \$3,104 | per Gr. Ac. [^] | 4.2% |
| Residential | 18.1 to 18.5 | \$3,059 | per Gr. Ac. [^] | 4.2% |
| Residential | 18.6 to 19.0 | \$3,015 | per Gr. Ac. [^] | 4.2% |
| Residential | 19.1 to 19.5 | \$2,970 | per Gr. Ac. [^] | 4.2% |
| Residential | 19.6 to 20.0 | \$2,923 | per Gr. Ac. [^] | 4.2% |
| Commercial Retail | | \$3.56 | per bldg sf ^{^^} | 4.2% |
| Professional Office | | \$3.56 | per bldg sf ^{^^} | 4.2% |
| Industrial | | \$0.96 | per bldg sf ^{^^} | 4.2% |
| Schools/Parks | | \$7,462 | per Gr. Ac. [^] | 4.2% |
| Public Facilities | | \$1.93 | per bldg sf ^{^^} | 4.2% |
| Assisted Living | | \$3.38 | per bldg sf ^{^^} | 4.2% |
| [^] Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets ^{^^} bldg sf = building square foot | | | | |

Purpose of Fee

The Water Major Facilities fee pays for the construction and financing of transmission water mains and water supply and treatment infrastructure including water wells, recharge facilities, surface water treatment facilities, and storage facilities as needed to serve growth.

Scope of Improvements covered

Debt Service on the existing surface water treatment facility.

Planned construction of future capacity capital improvements including recharge, treatment plan expansion, water wells, and transmission mains per the Water master plan

Nexus

Water production, treatment, and transmission systems are necessary to accommodate new development. Major components of the system are needed in advance of development and therefore must be constructed using financing. The rates are directly related to system utilization by each land use category and include development's share of financing and construction.

Methodology

1. Calculate the total cost of system components and financing.
2. Calculate the number of units or EDU's that will benefit from and pay for the system according to relative system utilization per the water master plan.
3. Rate = total cost divided by units.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Water Oversize Fee

2019-2020

| Existing Rates | |
|---|----------------------|
| All areas except RT Phase 1, 2 | \$1,342 per Gr. Ac.* |
| RT Phase 1, 2 | \$145 per Gr. Ac.* |
| * Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets | |

| Proposed Rates | | % change |
|---|----------------------|----------|
| All areas except RT Phase 1, 2 | \$1,398 per Gr. Ac.^ | 4.2% |
| RT Phase 1, 2 | \$151 per Gr. Ac.^ | 4.1% |
| ^ Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets | | |

Purpose of Fee

The Water Oversize Fee pays for the difference in construction cost between 8" mains and larger distribution mains.

Scope of Improvements covered

All water mains that are greater than 8" in diameter are included, except mains that are considered transmission mains which are included in the water major facilities fee.

Nexus

In order to provide for the distribution of water to all development, certain water mains are required to be larger than 8" in diameter. The additional cost for these larger water mains is to be paid for by all development because all development receives benefit.

Methodology

1. Calculate the total cost of system components (those lines larger 8" diameter).
2. Calculate the total acreage of undeveloped (developable) land.
3. Rate = total cost divided by total gross acreage.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Water Front Footage Fee

2019-2020

| Existing Rates | |
|--|-------------------------|
| All areas except RT Phase 1, 2 | \$21.85 per Linear Ft.* |
| RT Phase 1, 2 | \$0.00 per Linear Ft.* |
| * Measurement of linear footage is to include all adjacent streets, alleys, or easements where existing or proposed water mains are (to be) installed. | |

| Proposed Rates | | % change |
|--|-------------------------|----------|
| All areas except RT Phase 1, 2 | \$22.77 per Linear Ft.^ | 4.2% |
| RT Phase 1, 2 | \$0.00 per Linear Ft.^ | 0% |
| ^ Measurement of linear footage is to include all adjacent streets, alleys, or easements where existing or proposed water mains are (to be) installed. | | |

Purpose of Fee

Development is responsible for the cost of 1/2 of the 8" water mains along all adjacent streets, alleys, and easements. The Water Front Footage Fee pays for the 1/2 construction cost of 8" mains in order to reimburse developers who construct lines along properties that are not part of the developer's property.

Scope of Improvements covered

The fee covers the cost attributable to water main construction that are to be constructed in streets, alleys, or easements where other developments will have frontage and/or connect to the main. The component of cost for water mains that are in excess of 8" diameter is not included and is paid for through the oversize water fee. Mains that are considered transmission mains are not included in the water front footage fee, but are included in the water major facilities fee.

Nexus

All development benefits from the water distribution system. Each property shares in the cost of the basic element of the distribution system (8" water mains) by providing for 1/2 the cost of any adjacent water mains.

Methodology

1. Calculate the cost of 8" water main construction on a linear foot basis.
2. Rate = 1/2 the construction cost per linear foot.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Non-Potable Water Fee

2019-2020

| Existing Rates | |
|---|----------------------|
| All Land Uses | \$1,957 per Gr. Ac.* |
| * Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets | |

| Proposed Rates | | % change |
|---|----------------------|----------|
| All Land Uses | \$2,039 per Gr. Ac.^ | 4.2% |
| ^ Gross Acre (Gr. Ac.) is defined as the total land area being developed plus 1/2 of the right-of-way on adjacent streets | | |

Purpose of Fee

The Non-Potable Water Fee pays for the construction of a non-potable water distribution system that supplies non potable water for irrigation of open space and landscaped areas, mainly in public areas.

Scope of Improvements covered

All non-potable (purple pipe) water mains that are intended for distribution and transmission.

Nexus

A non-potable water distribution system provides for delivery of non-potable water to public landscaped areas, parks, and open spaces within the City. The use of non-potable water in these areas is an essential part of achieving a water balance and reducing groundwater usage in the City. These benefits are attributable to all development and the costs are shared "equally" among development according to land area.

Methodology

1. Calculate the total cost of system components minus the non-potable water improvements installed and reimbursed.
2. Calculate the total acreage of undeveloped (developable) land.
3. Rate = total cost divided by total gross acreage.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Water Supply Fee

2019-2020

| Existing Rates |
|--|
| Rates vary according to density See attached schedule |

| Proposed Rates |
|--|
| Rates vary according to density See attached schedule No change in rates is proposed |

Purpose of Fee

The Water Supply Fee pays a share of the cost to acquire additional water supply for properties with development patterns that will exceed the current entitlement. For properties within the FID, the entitlement is 2.1 ac/ft/ac. For properties outside the FID, there is no designate entitlement. The current cost to acquire annual supply is \$1,250 per ac/ft.

Scope of Improvements covered

The funds are used to buy water entitlement and participate in infrastructure for water banking.

Nexus

In order to ensure that the overdraft of the groundwater basin due to pumping is not exacerbated, and to properly secure adequate water entitlement going forward, new development that creates a water demand that exceeds the water entitlement that comes with the land must provide for the additional water supply. For residential projects lying within the FID with densities between 2 and 7 dwelling units per acre and for standard non-residential projects lying within the FID, the demand imposed by the project would be slightly less than or equal to the average Kings River Entitlement. However, all other projects (those lying outside the FID or residential densities higher than 7 du/ac or lower than 2 du/ac or other high water use projects) will require acquisition of additional supply. The need for the additional water supply is directly tied to the project or land development that creates the demand. The costs associated with the acquisition of the new water supply are attributable to the new development.

Methodology

1. Determine the cost to acquire additional water supply per ac/ft/yr
2. Develop relationship between development type/intensity, and water demand.
3. Rate = annual water demand in excess of the entitlement (ac/ft/yr) X acquisition cost per ac/ft/yr

Summary of Factors contributing to Rate Change

No change in rate proposed.

Water Supply Fee within the Jurisdiction of FID

Non-Residential Projects

| Type | Fee per Gross Acre |
|------------|--------------------|
| Commercial | \$0 |
| Office | \$0 |
| Industrial | \$0 |
| Public | \$0 |
| Schools | \$875 |
| Parks | \$875 |

Residential Projects

| Units per Acre | Fee per Unit | Units per Acre | Fee per Unit |
|----------------|--------------|----------------|--------------|
| 0.2 | \$1,250 | 10.0 | \$111 |
| 0.4 | \$1,250 | 10.2 | \$118 |
| 0.6 | \$1,250 | 10.4 | \$126 |
| 0.8 | \$1,250 | 10.6 | \$133 |
| 1.0 | \$1,250 | 10.8 | \$140 |
| 1.2 | \$1,000 | 11.0 | \$148 |
| 1.4 | \$750 | 11.2 | \$149 |
| 1.6 | \$500 | 11.4 | \$150 |
| 1.8 | \$250 | 11.6 | \$151 |
| 2.0 | \$0 | 11.8 | \$153 |
| 2.2 | \$0 | 12.0 | \$154 |
| 2.4 | \$0 | 12.2 | \$155 |
| 2.6 | \$0 | 12.4 | \$156 |
| 2.8 | \$0 | 12.6 | \$158 |
| 3.0 | \$0 | 12.8 | \$159 |
| 3.2 | \$0 | 13.0 | \$160 |
| 3.4 | \$0 | 13.2 | \$161 |
| 3.6 | \$0 | 13.4 | \$163 |
| 3.8 | \$0 | 13.6 | \$164 |
| 4.0 | \$0 | 13.8 | \$165 |
| 4.2 | \$0 | 14.0 | \$166 |
| 4.4 | \$0 | 14.2 | \$168 |
| 4.6 | \$0 | 14.4 | \$169 |
| 4.8 | \$0 | 14.6 | \$170 |
| 5.0 | \$0 | 14.8 | \$171 |
| 5.2 | \$0 | 15.0 | \$173 |
| 5.4 | \$0 | 15.2 | \$174 |
| 5.5 | \$0 | 15.4 | \$175 |
| 5.6 | \$0 | 15.6 | \$176 |
| 5.8 | \$0 | 15.8 | \$178 |
| 6.0 | \$0 | 16.0 | \$179 |
| 6.2 | \$0 | 16.2 | \$180 |
| 6.4 | \$0 | 16.4 | \$181 |
| 6.6 | \$0 | 16.6 | \$182 |
| 6.8 | \$0 | 16.8 | \$184 |
| 7.0 | \$0 | 17.0 | \$185 |
| 7.2 | \$7 | 17.2 | \$186 |
| 7.4 | \$15 | 17.4 | \$187 |
| 7.6 | \$22 | 17.6 | \$189 |
| 7.8 | \$30 | 17.8 | \$190 |
| 8.0 | \$37 | 18.0 | \$191 |
| 8.2 | \$44 | 18.2 | \$192 |
| 8.4 | \$52 | 18.4 | \$194 |
| 8.6 | \$59 | 18.6 | \$195 |
| 8.8 | \$66 | 18.8 | \$196 |
| 9.0 | \$74 | 19.0 | \$197 |
| 9.2 | \$81 | | |
| 9.4 | \$89 | | |
| 9.6 | \$96 | | |
| 9.8 | \$103 | | |

Water Supply Fee outside the Jurisdiction of FID

Non-Residential Projects

| Type | Fee per Gross Acre |
|------------|--------------------|
| Commercial | \$2,250 |
| Office | \$2,250 |
| Industrial | \$2,750 |
| Public | \$1,250 |
| Schools | \$1,750 |
| Parks | \$3,500 |

Residential Projects

| Units per Acre | Fee per Unit | Units per Acre | Fee per Unit |
|----------------|--------------|----------------|--------------|
| 0.2 | \$3,875 | 10.0 | \$375 |
| 0.4 | \$3,875 | 10.2 | \$375 |
| 0.6 | \$3,875 | 10.4 | \$375 |
| 0.8 | \$3,875 | 10.6 | \$375 |
| 1.0 | \$3,875 | 10.8 | \$375 |
| 1.2 | \$3,333 | 11.0 | \$375 |
| 1.4 | \$2,792 | 11.2 | \$375 |
| 1.6 | \$2,250 | 11.4 | \$375 |
| 1.8 | \$1,709 | 11.6 | \$375 |
| 2.0 | \$1,167 | 11.8 | \$375 |
| 2.2 | \$1,135 | 12.0 | \$375 |
| 2.4 | \$1,104 | 12.2 | \$375 |
| 2.6 | \$1,072 | 12.4 | \$375 |
| 2.8 | \$1,040 | 12.6 | \$375 |
| 3.0 | \$1,009 | 12.8 | \$375 |
| 3.2 | \$977 | 13.0 | \$375 |
| 3.4 | \$945 | 13.2 | \$375 |
| 3.6 | \$914 | 13.4 | \$375 |
| 3.8 | \$882 | 13.6 | \$375 |
| 4.0 | \$850 | 13.8 | \$375 |
| 4.2 | \$819 | 14.0 | \$375 |
| 4.4 | \$787 | 14.2 | \$375 |
| 4.6 | \$755 | 14.4 | \$375 |
| 4.8 | \$723 | 14.6 | \$375 |
| 5.0 | \$692 | 14.8 | \$375 |
| 5.2 | \$660 | 15.0 | \$375 |
| 5.4 | \$628 | 15.2 | \$375 |
| 5.5 | \$613 | 15.4 | \$375 |
| 5.6 | \$597 | 15.6 | \$375 |
| 5.8 | \$565 | 15.8 | \$375 |
| 6.0 | \$533 | 16.0 | \$375 |
| 6.2 | \$502 | 16.2 | \$375 |
| 6.4 | \$470 | 16.4 | \$375 |
| 6.6 | \$438 | 16.6 | \$375 |
| 6.8 | \$407 | 16.8 | \$375 |
| 7.0 | \$375 | 17.0 | \$375 |
| 7.2 | \$375 | 17.2 | \$375 |
| 7.4 | \$375 | 17.4 | \$375 |
| 7.6 | \$375 | 17.6 | \$375 |
| 7.8 | \$375 | 17.8 | \$375 |
| 8.0 | \$375 | 18.0 | \$375 |
| 8.2 | \$375 | 18.2 | \$375 |
| 8.4 | \$375 | 18.4 | \$375 |
| 8.6 | \$375 | 18.6 | \$375 |
| 8.8 | \$375 | 18.8 | \$375 |
| 9.0 | \$375 | 19.0 | \$375 |
| 9.2 | \$375 | | |
| 9.4 | \$375 | | |
| 9.6 | \$375 | | |
| 9.8 | \$375 | | |

Water Meter and Water Service with Meter

2019-2020

| Existing Rates | | Proposed Rates | | % change |
|---|--------------|---|--------------|----------|
| 3/4" meter | \$282 Each | 3/4" meter | \$288 Each | 2% |
| 1" meter | \$343 Each | 1" meter | \$366 Each | 7% |
| 1 1/2" meter | \$702 Each | 1 1/2" meter (residential only) | \$744 Each | 6% |
| 2" meter | \$918 Each | 2" meter (residential only) | \$975 Each | 6% |
| 1 1/2" meter | \$702 Each | 1 1/2" turbo (landscape) meter | \$1,132 Each | 61% |
| 2" meter | \$918 Each | 2" turbo (landscape) meter | \$1,312 Each | 43% |
| 3" turbo (landscape) meter | \$1,613 Each | 3" turbo (landscape) meter | \$1,757 Each | 9% |
| 4" turbo (landscape) meter | \$2,826 Each | 4" turbo (landscape) meter | \$3,105 Each | 10% |
| 6" turbo (landscape) meter | \$4,821 Each | 6" turbo (landscape) meter | \$5,597 Each | 16% |
| | | 1 1/2" (MFR & Non-res) meter | \$1,499 Each | New |
| 2" meter | \$918 Each | 2" (MFR & Non-res) meter | \$1,703 Each | 86% |
| 3" compound (domestic) meter | \$2,081 Each | 3" (MFR & Non-res) meter | \$2,277 Each | 9% |
| 4" compound (domestic) meter | \$3,368 Each | 4" (MFR & Non-res) meter | \$3,708 Each | 10% |
| 6" compound (domestic) meter | \$5,576 Each | 6" (MFR & Non-res) meter | \$6,436 Each | 15% |
| 3/4" service w/meter | \$4,950 Each | 3/4" service w/meter | \$5,027 Each | 2% |
| 1" service w/meter | \$5,040 Each | 1" service w/meter | \$5,134 Each | 2% |
| 1 1/2" service w/ meter | \$5,895 Each | 1 1/2" service w/ meter | \$6,024 Each | 2% |
| 2" service w/meter | \$6,593 Each | 2" service w/meter | \$6,603 Each | 0% |
| Transceiver* | \$168 Each | Transceiver* | \$169 Each | 1% |
| * Transceiver does not apply to 3/4" meters and can be shared between two meters. | | * Transceiver does not apply to 3/4" meters and can be shared between two meters. | | |

Purpose of Fee

This fee provides for cost recovery for City forces to supply and install meters or to construct water services with meters.

Scope of Improvements covered

The water meter fee covers the City's labor and equipment costs to supply and install water meters and transceivers. Water service with meter fee covers the City's labor and equipment costs to supply and install a water service from the main to the property line and includes all associated costs (excavation, pipeline construction, connection to main, backfill, compaction, resurfacing, and water meter).

Nexus

The fee represents direct cost for the actual material cost and associated City staff and equipment costs.

Methodology

1. Determine the cost of water meters of various sizes and types.
2. Rate = construction cost per each meter or service with meter.
3. Evaluation of the water meter fee indicated minor revisions to costs.
4. Evaluation of the water service with water meter installation cost indicated the same minor revisions to costs.

Summary of Factors contributing to Rate Change

- Revised construction and material cost estimates.

Outside Travel Lane Fee

2019-2020

| | Existing Rates, Area 1 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$5,018 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$5,019 | per unit |
| SFR - Low Density (2.1 - 4) | \$5,019 | per unit |
| SFR - Medium Density (4.1 - 7) | \$5,019 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$3,011 | per unit |
| MFR - High (15.1 - 25) | \$3,011 | per unit |
| MFR - Very High (25.1 - 43) | \$3,011 | per 1000 bldg sf |
| Retail | \$7,921 | per 1000 bldg sf |
| Office, Public Facilities | \$3,612 | per 1000 bldg sf |
| Industrial, Assisted Living | \$972 | per 1000 bldg sf |
| Schools | \$6,337 | per 1000 bldg sf |
| Churches | \$3,612 | per 1000 bldg sf |
| Mini Storage | \$12,702 | per gross acre |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| \$5,229 | per unit | 4.2% |
| \$5,230 | per unit | 4.2% |
| \$5,230 | per unit | 4.2% |
| \$5,230 | per unit | 4.2% |
| \$3,137 | per unit | 4.2% |
| \$3,137 | per unit | 4.2% |
| \$3,137 | per 1000 bldg sf | 4.2% |
| \$8,254 | per 1000 bldg sf | 4.2% |
| \$3,764 | per 1000 bldg sf | 4.2% |
| \$1,013 | per 1000 bldg sf | 4.2% |
| \$6,603 | per 1000 bldg sf | 4.2% |
| \$3,764 | per 1000 bldg sf | 4.2% |
| \$13,235 | per gross acre | 4.2% |

| Area 1 RT Park Phase 1, 2 | | Existing Rates, Area 1 | |
|------------------------------|---------|------------------------|--|
| Industrial | \$791 | per 1000 bldg sf | |
| Office | \$2,940 | per 1000 bldg sf | |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| \$824 | per 1000 bldg sf | 4.2% |
| \$3,063 | per 1000 bldg sf | 4.2% |

| | Existing Rates, Area 2 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$378 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$378 | per unit |
| SFR - Low Density (2.1 - 4) | \$378 | per unit |
| SFR - Medium Density (4.1 - 7) | \$378 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$227 | per unit |
| MFR - High (15.1 - 25) | \$227 | per unit |
| MFR - Very High (25.1 - 43) | \$227 | per 1000 bldg sf |
| Retail | \$596 | per 1000 bldg sf |
| Office, Public Facilities | \$272 | per 1000 bldg sf |
| Industrial, Assisted Living | \$73 | per 1000 bldg sf |
| Schools | \$477 | per 1000 bldg sf |
| Churches | \$272 | per 1000 bldg sf |
| Mini Storage | \$954 | per gross acre |

| Proposed Rates, Area 2 | | % change |
|------------------------|------------------|----------|
| \$394 | per unit | 4.2% |
| \$394 | per unit | 4.2% |
| \$394 | per unit | 4.2% |
| \$394 | per unit | 4.2% |
| \$237 | per unit | 4.4% |
| \$237 | per unit | 4.4% |
| \$237 | per 1000 bldg sf | 4.4% |
| \$621 | per 1000 bldg sf | 4.2% |
| \$283 | per 1000 bldg sf | 4.0% |
| \$76 | per 1000 bldg sf | 4.1% |
| \$497 | per 1000 bldg sf | 4.2% |
| \$283 | per 1000 bldg sf | 4.0% |
| \$994 | per gross acre | 4.2% |

| | Existing Rates, Area 3 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$70 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$71 | per unit |
| SFR - Low Density (2.1 - 4) | \$71 | per unit |
| SFR - Medium Density (4.1 - 7) | \$71 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$43 | per unit |
| MFR - High (15.1 - 25) | \$43 | per unit |
| MFR - Very High (25.1 - 43) | \$43 | per 1000 bldg sf |
| Retail | \$112 | per 1000 bldg sf |
| Office, Public Facilities | \$51 | per 1000 bldg sf |
| Industrial, Assisted Living | \$14 | per 1000 bldg sf |
| Schools | \$90 | per 1000 bldg sf |
| Churches | \$51 | per 1000 bldg sf |
| Mini Storage | \$183 | per gross acre |

| Proposed Rates, Area 3 | | % change |
|------------------------|------------------|----------|
| \$73 | per unit | 4.3% |
| \$74 | per unit | 4.2% |
| \$74 | per unit | 4.2% |
| \$74 | per unit | 4.2% |
| \$45 | per unit | 4.7% |
| \$45 | per unit | 4.7% |
| \$45 | per 1000 bldg sf | 4.7% |
| \$117 | per 1000 bldg sf | 4.5% |
| \$53 | per 1000 bldg sf | 3.9% |
| \$15 | per 1000 bldg sf | 7.1% |
| \$94 | per 1000 bldg sf | 4.4% |
| \$53 | per 1000 bldg sf | 3.9% |
| \$191 | per gross acre | 4.4% |

Outside Travel Lane Fee

2019-2020

| | Existing Rates, Area 4 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$4,606 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$4,606 | per unit |
| SFR - Low Density (2.1 - 4) | \$4,606 | per unit |
| SFR - Medium Density (4.1 - 7) | \$4,606 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$2,764 | per unit |
| MFR - High (15.1 - 25) | \$2,764 | per unit |
| MFR - Very High (25.1 - 43) | \$2,764 | per 1000 bldg sf |
| Retail | \$7,269 | per 1000 bldg sf |
| Office, Public Facilities | \$3,315 | per 1000 bldg sf |
| Industrial, Assisted Living | \$892 | per 1000 bldg sf |
| Schools | \$5,815 | per 1000 bldg sf |
| Churches | \$3,315 | per 1000 bldg sf |
| Mini Storage | \$11,657 | per gross acre |

| Proposed Rates, Area 4 | | % change |
|------------------------|------------------|----------|
| | | |
| \$4,799 | per unit | 4.2% |
| \$4,799 | per unit | 4.2% |
| \$4,799 | per unit | 4.2% |
| \$4,799 | per unit | 4.2% |
| \$2,880 | per unit | 4.2% |
| \$2,880 | per unit | 4.2% |
| \$2,880 | per 1000 bldg sf | 4.2% |
| \$7,574 | per 1000 bldg sf | 4.2% |
| \$3,454 | per 1000 bldg sf | 4.2% |
| \$929 | per 1000 bldg sf | 4.1% |
| \$6,059 | per 1000 bldg sf | 4.2% |
| \$3,454 | per 1000 bldg sf | 4.2% |
| \$12,147 | per gross acre | 4.2% |

| | Existing Rates, Area 5 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$2,096 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$2,097 | per unit |
| SFR - Low Density (2.1 - 4) | \$2,097 | per unit |
| SFR - Medium Density (4.1 - 7) | \$2,097 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$1,258 | per unit |
| MFR - High (15.1 - 25) | \$1,258 | per unit |
| MFR - Very High (25.1 - 43) | \$1,258 | per 1000 bldg sf |
| Retail | \$3,309 | per 1000 bldg sf |
| Office, Public Facilities | \$1,509 | per 1000 bldg sf |
| Industrial, Assisted Living | \$406 | per 1000 bldg sf |
| Schools | \$2,648 | per 1000 bldg sf |
| Churches | \$1,509 | per 1000 bldg sf |
| Mini Storage | \$5,306 | per gross acre |

| Proposed Rates, Area 5 | | % change |
|------------------------|------------------|----------|
| | | |
| \$2,184 | per unit | 4.2% |
| \$2,185 | per unit | 4.2% |
| \$2,185 | per unit | 4.2% |
| \$2,185 | per unit | 4.2% |
| \$1,311 | per unit | 4.2% |
| \$1,311 | per unit | 4.2% |
| \$1,311 | per 1000 bldg sf | 4.2% |
| \$3,448 | per 1000 bldg sf | 4.2% |
| \$1,572 | per 1000 bldg sf | 4.2% |
| \$423 | per 1000 bldg sf | 4.2% |
| \$2,759 | per 1000 bldg sf | 4.2% |
| \$1,572 | per 1000 bldg sf | 4.2% |
| \$5,529 | per gross acre | 4.2% |

* Gross Acreage shall mean the total area of land, including one-half the right-of-way on the boundary streets.

^ Unit is defined as each separate dwelling unit.

^^ EDU = Equivalent Dwelling Unit is defined as follows:

Retail - 1 EDU = 2450 square feet of building area

Office - 1 EDU = 2450 square feet of building area

Industrial - 1 EDU = 2450 square feet of building area

Purpose of Fee

The Outside Travel Lane fee pays for the construction and financing of those certain planned travel lanes of a Major Street that are located between the frontage improvements and the Center Travel Lanes.

Scope of Improvements covered

Construction and financing costs for the roadway, curb, gutter, sidewalk, and street lights.

Nexus

Roadway systems are necessary to accommodate new development. The rates are directly related to system utilization by each land use category.

Methodology

1. Calculate the total cost of system components and financing.
2. Calculate the weighted Gross Acreage for each land use category.
3. Rate = total cost divided by weighted Gross Acreage.
4. Convert the rate to a per unit cost for residential developments.
5. Convert the rate to a per square foot cost for non-residential developments.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Center Travel Lane Fee

2019-2020

| | Existing Rates, Area 1 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$1,736 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$1,737 | per unit |
| SFR - Low Density (2.1 - 4) | \$1,737 | per unit |
| SFR - Medium Density (4.1 - 7) | \$1,737 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$1,042 | per unit |
| MFR - High (15.1 - 25) | \$1,042 | per unit |
| MFR - Very High (25.1 - 43) | \$1,042 | per 1000 bldg sf |
| Retail | \$2,741 | per 1000 bldg sf |
| Office, Public Facilities | \$1,250 | per 1000 bldg sf |
| Industrial, Assisted Living | \$336 | per 1000 bldg sf |
| Schools | \$2,193 | per 1000 bldg sf |
| Churches | \$1,250 | per 1000 bldg sf |
| Mini Storage | \$4,391 | per gross acre |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| \$1,809 | per unit | 4.2% |
| \$1,810 | per unit | 4.2% |
| \$1,810 | per unit | 4.2% |
| \$1,810 | per unit | 4.2% |
| \$1,086 | per unit | 4.2% |
| \$1,086 | per unit | 4.2% |
| \$1,086 | per 1000 bldg sf | 4.2% |
| \$2,856 | per 1000 bldg sf | 4.2% |
| \$1,303 | per 1000 bldg sf | 4.2% |
| \$350 | per 1000 bldg sf | 4.2% |
| \$2,285 | per 1000 bldg sf | 4.2% |
| \$1,303 | per 1000 bldg sf | 4.2% |
| \$4,575 | per gross acre | 4.2% |

| Area 1 RT Park Phase 1, 2 | | Existing Rates, Area 1 | |
|------------------------------|-------|------------------------|--|
| Industrial | \$196 | per 1000 bldg sf | |
| Office | \$727 | per 1000 bldg sf | |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| \$204 | per 1000 bldg sf | 4.2% |
| \$758 | per 1000 bldg sf | 4.2% |

| | Existing Rates, Area 2 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$0.00 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$0.00 | per unit |
| SFR - Low Density (2.1 - 4) | \$0.00 | per unit |
| SFR - Medium Density (4.1 - 7) | \$0.00 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$0.00 | per unit |
| MFR - High (15.1 - 25) | \$0.00 | per unit |
| MFR - Very High (25.1 - 43) | \$0.00 | per 1000 bldg sf |
| Retail | \$0.00 | per 1000 bldg sf |
| Office, Public Facilities | \$0.00 | per 1000 bldg sf |
| Industrial, Assisted Living | \$0.00 | per 1000 bldg sf |
| Schools | \$0.00 | per 1000 bldg sf |
| Churches | \$0.00 | per 1000 bldg sf |
| Mini Storage | \$0.00 | per gross acre |

| Proposed Rates, Area 2 | | % change |
|------------------------|------------------|----------|
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per gross acre | 0% |

| | Existing Rates, Area 3 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$0.00 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$0.00 | per unit |
| SFR - Low Density (2.1 - 4) | \$0.00 | per unit |
| SFR - Medium Density (4.1 - 7) | \$0.00 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$0.00 | per unit |
| MFR - High (15.1 - 25) | \$0.00 | per unit |
| MFR - Very High (25.1 - 43) | \$0.00 | per 1000 bldg sf |
| Retail | \$0.00 | per 1000 bldg sf |
| Office, Public Facilities | \$0.00 | per 1000 bldg sf |
| Industrial, Assisted Living | \$0.00 | per 1000 bldg sf |
| Schools | \$0.00 | per 1000 bldg sf |
| Churches | \$0.00 | per 1000 bldg sf |
| Mini Storage | \$0.00 | per gross acre |

| Proposed Rates, Area 3 | | % change |
|------------------------|------------------|----------|
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per unit | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per 1000 bldg sf | 0% |
| \$0.00 | per gross acre | 0% |

Center Travel Lane Fee

2019-2020

| | Existing Rates, Area 4 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$2,156 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$2,155 | per unit |
| SFR - Low Density (2.1 - 4) | \$2,155 | per unit |
| SFR - Medium Density (4.1 - 7) | \$2,155 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$1,293 | per unit |
| MFR - High (15.1 - 25) | \$1,293 | per unit |
| MFR - Very High (25.1 - 43) | \$1,293 | per 1000 bldg sf |
| Retail | \$3,402 | per 1000 bldg sf |
| Office, Public Facilities | \$1,551 | per 1000 bldg sf |
| Industrial, Assisted Living | \$417 | per 1000 bldg sf |
| Schools | \$2,721 | per 1000 bldg sf |
| Churches | \$1,551 | per 1000 bldg sf |
| Mini Storage | \$5,449 | per gross acre |

| Proposed Rates, Area 4 | | % change |
|------------------------|-------------------------|----------|
| \$2,247 | per unit | 4.2% |
| \$2,246 | per unit | 4.2% |
| \$2,246 | per unit | 4.2% |
| \$2,246 | per unit | 4.2% |
| \$1,347 | per unit | 4.2% |
| \$1,347 | per unit | 4.2% |
| \$1,347 | per 1000 bldg sf | 4.2% |
| \$3,545 | per 1000 bldg sf | 4.2% |
| \$1,616 | per 1000 bldg sf | 4.2% |
| \$435 | per 1000 bldg sf | 4.3% |
| \$2,835 | per 1000 bldg sf | 4.2% |
| \$1,616 | per 1000 bldg sf | 4.2% |
| \$5,678 | per gross acre | 4.2% |

| | Existing Rates, Area 5 | |
|--------------------------------------|------------------------|------------------|
| SFR - Rural (0 - 0.5) | \$1,300 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$1,299 | per unit |
| SFR - Low Density (2.1 - 4) | \$1,299 | per unit |
| SFR - Medium Density (4.1 - 7) | \$1,299 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$779 | per unit |
| MFR - High (15.1 - 25) | \$779 | per unit |
| MFR - Very High (25.1 - 43) | \$779 | per 1000 bldg sf |
| Retail | \$2,050 | per 1000 bldg sf |
| Office, Public Facilities | \$935 | per 1000 bldg sf |
| Industrial, Assisted Living | \$252 | per 1000 bldg sf |
| Schools | \$1,640 | per 1000 bldg sf |
| Churches | \$935 | per 1000 bldg sf |
| Mini Storage | \$3,293 | per gross acre |

| Proposed Rates, Area 5 | | % change |
|------------------------|-------------------------|----------|
| \$1,355 | per unit | 4.2% |
| \$1,354 | per unit | 4.2% |
| \$1,354 | per unit | 4.2% |
| \$1,354 | per unit | 4.2% |
| \$812 | per unit | 4.2% |
| \$812 | per unit | 4.2% |
| \$812 | per 1000 bldg sf | 4.2% |
| \$2,136 | per 1000 bldg sf | 4.2% |
| \$974 | per 1000 bldg sf | 4.2% |
| \$263 | per 1000 bldg sf | 4.4% |
| \$1,709 | per 1000 bldg sf | 4.2% |
| \$974 | per 1000 bldg sf | 4.2% |
| \$3,431 | per gross acre | 4.2% |

* Gross Acreage shall mean the total area of land, including one-half the right-of-way on the boundary streets.

^ Unit is defined as each separate dwelling unit.

^^ EDU = Equivalent Dwelling Unit is defined as follows:

Retail - 1 EDU = 2450 square feet of building area

Office - 1 EDU = 2450 square feet of building area

Industrial - 1 EDU = 2450 square feet of building area

Purpose of Fee

The Center Travel Lane fee pays for the construction and financing of those certain planned travel lanes of a Major Street that are located within the median area. The fee also includes the adjacent travel lane on roads with 4 lanes or less, or the 2 adjacent lanes on 6-lane roads.

Scope of Improvements covered

Construction and financing costs for the roadway, median curb, median cap and maintenance strip, landscaping, and irrigation.

Nexus

Roadway systems are necessary to accommodate new development. The rates are directly related to system utilization by each land use category.

Methodology

1. Calculate the total cost of system components and financing.
2. Calculate the weighted Gross Acreage for each land use category.
3. Rate = total cost divided by weighted Gross Acreage.
4. Convert the rate to a per unit cost for residential developments.
5. Convert the rate to a per square foot cost for non-residential developments.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Traffic Signal Fee

2019-2020

| | Existing Rates, Area 1 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$696 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$695 | per unit |
| SFR - Low Density (2.1 - 4) | \$695 | per unit |
| SFR - Medium Density (4.1 - 7) | \$695 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$417 | per unit |
| MFR - High (15.1 - 25) | \$417 | per unit |
| MFR - Very High (25.1 - 43) | \$417 | per 1000 bldg sf |
| Retail | \$1,097 | per 1000 bldg sf |
| Office, Public Facilities | \$500 | per 1000 bldg sf |
| Industrial, Assisted Living | \$135 | per 1000 bldg sf |
| Schools | \$878 | per 1000 bldg sf |
| Churches | \$500 | per 1000 bldg sf |
| Mini Storage | \$1,764 | per gross acre |

| Proposed Rates, Area 1 | | % change |
|------------------------|-------------------------|----------|
| | | |
| \$725 | per unit | 4.2% |
| \$724 | per unit | 4.2% |
| \$724 | per unit | 4.2% |
| \$724 | per unit | 4.2% |
| \$435 | per unit | 4.3% |
| \$435 | per unit | 4.3% |
| \$435 | per 1000 bldg sf | 4.3% |
| \$1,143 | per 1000 bldg sf | 4.2% |
| \$521 | per 1000 bldg sf | 4.2% |
| \$141 | per 1000 bldg sf | 4.4% |
| \$915 | per 1000 bldg sf | 4.2% |
| \$521 | per 1000 bldg sf | 4.2% |
| \$1,838 | per gross acre | 4.2% |

| Area 1 RT Park Phase 1, 2 | | Existing Rates, Area 1 | |
|--|-------|------------------------|--|
| | | | |
| Industrial | \$127 | per 1000 bldg sf | |
| Office | \$473 | per 1000 bldg sf | |

| Proposed Rates, Area 1 | | % change |
|------------------------|-------------------------|----------|
| | | |
| \$132 | per 1000 bldg sf | 4.2% |
| \$493 | per 1000 bldg sf | 4.2% |

| | Existing Rates, Area 2 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$96 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$97 | per unit |
| SFR - Low Density (2.1 - 4) | \$97 | per unit |
| SFR - Medium Density (4.1 - 7) | \$97 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$58 | per unit |
| MFR - High (15.1 - 25) | \$58 | per unit |
| MFR - Very High (25.1 - 43) | \$58 | per 1000 bldg sf |
| Retail | \$153 | per 1000 bldg sf |
| Office, Public Facilities | \$70 | per 1000 bldg sf |
| Industrial, Assisted Living | \$19 | per 1000 bldg sf |
| Schools | \$122 | per 1000 bldg sf |
| Churches | \$70 | per 1000 bldg sf |
| Mini Storage | \$248 | per gross acre |

| Proposed Rates, Area 2 | | % change |
|------------------------|-------------------------|----------|
| | | |
| \$100 | per unit | 4.2% |
| \$101 | per unit | 4.1% |
| \$101 | per unit | 4.1% |
| \$101 | per unit | 4.1% |
| \$60 | per unit | 3.4% |
| \$60 | per unit | 3.4% |
| \$60 | per 1000 bldg sf | 3.4% |
| \$159 | per 1000 bldg sf | 4.1% |
| \$73 | per 1000 bldg sf | 4.3% |
| \$20 | per 1000 bldg sf | 5.3% |
| \$127 | per 1000 bldg sf | 4.0% |
| \$73 | per 1000 bldg sf | 4.3% |
| \$258 | per gross acre | 4.0% |

| | Existing Rates, Area 3 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$34 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$35 | per unit |
| SFR - Low Density (2.1 - 4) | \$35 | per unit |
| SFR - Medium Density (4.1 - 7) | \$35 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$21 | per unit |
| MFR - High (15.1 - 25) | \$21 | per unit |
| MFR - Very High (25.1 - 43) | \$21 | per 1000 bldg sf |
| Retail | \$55 | per 1000 bldg sf |
| Office, Public Facilities | \$25 | per 1000 bldg sf |
| Industrial, Assisted Living | \$7 | per 1000 bldg sf |
| Schools | \$44 | per 1000 bldg sf |
| Churches | \$25 | per 1000 bldg sf |
| Mini Storage | \$91 | per gross acre |

| Proposed Rates, Area 3 | | % change |
|------------------------|-------------------------|----------|
| | | |
| \$35 | per unit | 2.9% |
| \$36 | per unit | 2.9% |
| \$36 | per unit | 2.9% |
| \$36 | per unit | 2.9% |
| \$22 | per unit | 4.8% |
| \$22 | per unit | 4.8% |
| \$22 | per 1000 bldg sf | 4.8% |
| \$57 | per 1000 bldg sf | 4.1% |
| \$26 | per 1000 bldg sf | 4.0% |
| \$7 | per 1000 bldg sf | 0.0% |
| \$46 | per 1000 bldg sf | 4.9% |
| \$26 | per 1000 bldg sf | 4.0% |
| \$95 | per gross acre | 4.4% |

Traffic Signal Fee

2019-2020

| | Existing Rates, Area 4 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$442 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$441 | per unit |
| SFR - Low Density (2.1 - 4) | \$441 | per unit |
| SFR - Medium Density (4.1 - 7) | \$441 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$265 | per unit |
| MFR - High (15.1 - 25) | \$265 | per unit |
| MFR - Very High (25.1 - 43) | \$265 | per 1000 bldg sf |
| Retail | \$696 | per 1000 bldg sf |
| Office, Public Facilities | \$317 | per 1000 bldg sf |
| Industrial, Assisted Living | \$85 | per 1000 bldg sf |
| Schools | \$557 | per 1000 bldg sf |
| Churches | \$317 | per 1000 bldg sf |
| Mini Storage | \$1,111 | per gross acre |

| Proposed Rates, Area 4 | | % change |
|------------------------|------------------|----------|
| | | |
| \$461 | per unit | 4.3% |
| \$460 | per unit | 4.3% |
| \$460 | per unit | 4.3% |
| \$460 | per unit | 4.3% |
| \$276 | per unit | 4.2% |
| \$276 | per unit | 4.2% |
| \$276 | per 1000 bldg sf | 4.2% |
| \$725 | per 1000 bldg sf | 4.2% |
| \$330 | per 1000 bldg sf | 4.1% |
| \$89 | per 1000 bldg sf | 4.7% |
| \$580 | per 1000 bldg sf | 4.1% |
| \$330 | per 1000 bldg sf | 4.1% |
| \$1,158 | per gross acre | 4.2% |

| | Existing Rates, Area 5 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$143 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$285 | per unit |
| SFR - Low Density (2.1 - 4) | \$285 | per unit |
| SFR - Medium Density (4.1 - 7) | \$285 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$171 | per unit |
| MFR - High (15.1 - 25) | \$171 | per unit |
| MFR - Very High (25.1 - 43) | \$171 | per 1000 bldg sf |
| Retail | \$450 | per 1000 bldg sf |
| Office, Public Facilities | \$205 | per 1000 bldg sf |
| Industrial, Assisted Living | \$55 | per 1000 bldg sf |
| Schools | \$360 | per 1000 bldg sf |
| Churches | \$205 | per 1000 bldg sf |
| Mini Storage | \$719 | per gross acre |

| Proposed Rates, Area 5 | | % change |
|------------------------|------------------|----------|
| | | |
| \$149 | per unit | 4.2% |
| \$297 | per unit | 4.2% |
| \$297 | per unit | 4.2% |
| \$297 | per unit | 4.2% |
| \$178 | per unit | 4.1% |
| \$178 | per unit | 4.1% |
| \$178 | per 1000 bldg sf | 4.1% |
| \$469 | per 1000 bldg sf | 4.2% |
| \$214 | per 1000 bldg sf | 4.4% |
| \$57 | per 1000 bldg sf | 3.6% |
| \$375 | per 1000 bldg sf | 4.2% |
| \$214 | per 1000 bldg sf | 4.4% |
| \$749 | per gross acre | 4.2% |

* Gross Acreage shall mean the total area of land, including one-half the right-of-way on the boundary streets.

^ Unit is defined as each separate dwelling unit.

^^ EDU = Equivalent Dwelling Unit is defined as follows:

Retail - 1 EDU = 2450 square feet of building area

Office - 1 EDU = 2450 square feet of building area

Industrial - 1 EDU = 2450 square feet of building area

Purpose of Fee

The Traffic Signal fee pays for the construction and financing of those certain planned traffic signals at the intersection of Major Streets and the interconnecting fiber optic system.

Scope of Improvements covered

Construction and financing costs for the signal, the power systems, the detection systems and interconnecting fiber optic system.

Nexus

Traffic signal systems are necessary to accommodate new development as they increase vehicular and pedestrian safety. The rates are directly related to system utilization by each land use category.

Methodology

1. Calculate the total cost of system components and financing.
2. Calculate the weighted Gross Acreage for each land use category.
3. Rate = total cost divided by weighted Gross Acreage.
4. Convert the rate to a per unit cost for residential developments.
5. Convert the rate to a per square foot cost for non-residential developments.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Bridge Fee

2019-2020

| | Existing Rates, Area 1 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$46 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$47 | per unit |
| SFR - Low Density (2.1 - 4) | \$47 | per unit |
| SFR - Medium Density (4.1 - 7) | \$47 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$28 | per unit |
| MFR - High (15.1 - 25) | \$28 | per unit |
| MFR - Very High (25.1 - 43) | \$28 | per 1000 bldg sf |
| Retail | \$74 | per 1000 bldg sf |
| Office, Public Facilities | \$34 | per 1000 bldg sf |
| Industrial, Assisted Living | \$9 | per 1000 bldg sf |
| Schools | \$59 | per 1000 bldg sf |
| Churches | \$34 | per 1000 bldg sf |
| Mini Storage | \$118 | per gross acre |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| | | |
| \$64 | per unit | 39.1% |
| \$65 | per unit | 38.3% |
| \$65 | per unit | 38.3% |
| \$65 | per unit | 38.3% |
| \$39 | per unit | 39.3% |
| \$39 | per unit | 39.3% |
| \$39 | per 1000 bldg sf | 39.3% |
| \$102 | per 1000 bldg sf | 37.8% |
| \$46 | per 1000 bldg sf | 35.3% |
| \$13 | per 1000 bldg sf | 44.4% |
| \$81 | per 1000 bldg sf | 37.3% |
| \$46 | per 1000 bldg sf | 35.3% |
| \$170 | per gross acre | 44.1% |

| Area 1 RT Park Phase 1. 2 | | Existing Rates, Area 1 | |
|------------------------------|-----|------------------------|--|
| | | | |
| Industrial | \$0 | per 1000 bldg sf | |
| Office | \$0 | per 1000 bldg sf | |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| | | |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |

| | Existing Rates, Area 2 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$0 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$0 | per unit |
| SFR - Low Density (2.1 - 4) | \$0 | per unit |
| SFR - Medium Density (4.1 - 7) | \$0 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$0 | per unit |
| MFR - High (15.1 - 25) | \$0 | per unit |
| MFR - Very High (25.1 - 43) | \$0 | per 1000 bldg sf |
| Retail | \$0 | per 1000 bldg sf |
| Office, Public Facilities | \$0 | per 1000 bldg sf |
| Industrial, Assisted Living | \$0 | per 1000 bldg sf |
| Schools | \$0 | per 1000 bldg sf |
| Churches | \$0 | per 1000 bldg sf |
| Mini Storage | \$0 | per gross acre |

| Proposed Rates, Area 2 | | % change |
|------------------------|------------------|----------|
| | | |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per gross acre | 0% |

| | Existing Rates, Area 3 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$0 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$0 | per unit |
| SFR - Low Density (2.1 - 4) | \$0 | per unit |
| SFR - Medium Density (4.1 - 7) | \$0 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$0 | per unit |
| MFR - High (15.1 - 25) | \$0 | per unit |
| MFR - Very High (25.1 - 43) | \$0 | per 1000 bldg sf |
| Retail | \$0 | per 1000 bldg sf |
| Office, Public Facilities | \$0 | per 1000 bldg sf |
| Industrial, Assisted Living | \$0 | per 1000 bldg sf |
| Schools | \$0 | per 1000 bldg sf |
| Churches | \$0 | per 1000 bldg sf |
| Mini Storage | \$0 | per gross acre |

| Proposed Rates, Area 3 | | % change |
|------------------------|------------------|----------|
| | | |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per unit | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per 1000 bldg sf | 0% |
| \$0 | per gross acre | 0% |

Bridge Fee

2019-2020

| | Existing Rates, Area 4 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$316 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$317 | per unit |
| SFR - Low Density (2.1 - 4) | \$317 | per unit |
| SFR - Medium Density (4.1 - 7) | \$317 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$190 | per unit |
| MFR - High (15.1 - 25) | \$190 | per unit |
| MFR - Very High (25.1 - 43) | \$190 | per 1000 bldg sf |
| Retail | \$500 | per 1000 bldg sf |
| Office, Public Facilities | \$228 | per 1000 bldg sf |
| Industrial, Assisted Living | \$61 | per 1000 bldg sf |
| Schools | \$400 | per 1000 bldg sf |
| Churches | \$228 | per 1000 bldg sf |
| Mini Storage | \$797 | per gross acre |

| Proposed Rates, Area 4 | | % change |
|------------------------|------------------|----------|
| | | |
| \$494 | per unit | 56.3% |
| \$494 | per unit | 55.8% |
| \$494 | per unit | 55.8% |
| \$494 | per unit | 55.8% |
| \$296 | per unit | 55.8% |
| \$296 | per unit | 55.8% |
| \$296 | per 1000 bldg sf | 55.8% |
| \$779 | per 1000 bldg sf | 55.8% |
| \$355 | per 1000 bldg sf | 55.7% |
| \$96 | per 1000 bldg sf | 57.4% |
| \$624 | per 1000 bldg sf | 56.0% |
| \$355 | per 1000 bldg sf | 55.7% |
| \$1,255 | per gross acre | 57.5% |

| | Existing Rates, Area 5 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$112 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$111 | per unit |
| SFR - Low Density (2.1 - 4) | \$111 | per unit |
| SFR - Medium Density (4.1 - 7) | \$111 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$67 | per unit |
| MFR - High (15.1 - 25) | \$67 | per unit |
| MFR - Very High (25.1 - 43) | \$67 | per 1000 bldg sf |
| Retail | \$176 | per 1000 bldg sf |
| Office, Public Facilities | \$80 | per 1000 bldg sf |
| Industrial, Assisted Living | \$22 | per 1000 bldg sf |
| Schools | \$140 | per 1000 bldg sf |
| Churches | \$80 | per 1000 bldg sf |
| Mini Storage | \$287 | per gross acre |

| Proposed Rates, Area 5 | | % change |
|------------------------|------------------|----------|
| | | |
| \$192 | per unit | 71.4% |
| \$192 | per unit | 73.0% |
| \$193 | per unit | 73.9% |
| \$192 | per unit | 73.0% |
| \$115 | per unit | 71.6% |
| \$115 | per unit | 71.6% |
| \$115 | per 1000 bldg sf | 71.6% |
| \$304 | per 1000 bldg sf | 72.7% |
| \$139 | per 1000 bldg sf | 73.8% |
| \$37 | per 1000 bldg sf | 68.2% |
| \$243 | per 1000 bldg sf | 73.6% |
| \$139 | per 1000 bldg sf | 73.8% |
| \$484 | per gross acre | 68.6% |

* Gross Acreage shall mean the total area of land, including one-half the right-of-way on the boundary streets.

^ Unit is defined as each separate dwelling unit.

^^ EDU = Equivalent Dwelling Unit is defined as follows:

Retail - 1 EDU = 2450 square feet of building area

Office - 1 EDU = 2450 square feet of building area

Industrial - 1 EDU = 2450 square feet of building area

Purpose of Fee

The Bridge fee pays for the construction and financing of those certain planned bridge facilities at locations where Major Streets cross various waterways.

Scope of Improvements covered

Construction and financing costs for the bridge, culvert and erosion protection systems.

Nexus

Bridge systems are necessary to accommodate new development to allow Major Streets to cross waterways. The rates are directly related to system utilization by each land use category.

Methodology

1. Calculate the total cost of system components and financing.
2. Calculate the weighted Gross Acreage for each land use category.
3. Rate = total cost divided by weighted Gross Acreage.
4. Convert the rate to a per unit cost for residential developments.
5. Convert the rate to a per square foot cost for non-residential developments.

Summary of Factors contributing to Rate Change

- Rates reflect updates to the inventory due to construction costs within Areas 1, 4 and 5. Rates for Street Areas 2 and 3 are not based on construction costs and are based instead on the remaining reimbursements owed by the City to Development as there are no longer any additional facilities to construct.

Quadrant Intersection Fee

2019-2020

| | Existing Rates, Area 1 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$62 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$61 | per unit |
| SFR - Low Density (2.1 - 4) | \$56 | per unit |
| SFR - Medium Density (4.1 - 7) | \$56 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$34 | per unit |
| MFR - High (15.1 - 25) | \$34 | per unit |
| MFR - Very High (25.1 - 43) | \$34 | per 1000 bldg sf |
| Retail | \$88 | per 1000 bldg sf |
| Office, Public Facilities | \$40 | per 1000 bldg sf |
| Industrial, Assisted Living | \$11 | per 1000 bldg sf |
| Schools | \$70 | per 1000 bldg sf |
| Churches | \$40 | per 1000 bldg sf |
| Mini Storage | \$144 | per gross acre |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| | | |
| \$65 | per unit | 4.2% |
| \$64 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per 1000 bldg sf | 4.2% |
| \$92 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$11 | per 1000 bldg sf | 4.2% |
| \$73 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$150 | per gross acre | 4.2% |

| Area 1 RT Park Phase 1, 2 | | Existing Rates, Area 1 | |
|------------------------------|------|------------------------|--|
| | | | |
| Industrial | \$11 | per 1000 bldg sf | |
| Office | \$40 | per 1000 bldg sf | |

| Proposed Rates, Area 1 | | % change |
|------------------------|------------------|----------|
| | | |
| \$11 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |

| | Existing Rates, Area 2 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$62 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$61 | per unit |
| SFR - Low Density (2.1 - 4) | \$56 | per unit |
| SFR - Medium Density (4.1 - 7) | \$56 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$34 | per unit |
| MFR - High (15.1 - 25) | \$34 | per unit |
| MFR - Very High (25.1 - 43) | \$34 | per 1000 bldg sf |
| Retail | \$88 | per 1000 bldg sf |
| Office, Public Facilities | \$40 | per 1000 bldg sf |
| Industrial, Assisted Living | \$11 | per 1000 bldg sf |
| Schools | \$70 | per 1000 bldg sf |
| Churches | \$40 | per 1000 bldg sf |
| Mini Storage | \$144 | per gross acre |

| Proposed Rates, Area 2 | | % change |
|------------------------|------------------|----------|
| | | |
| \$65 | per unit | 4.2% |
| \$64 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per 1000 bldg sf | 4.2% |
| \$92 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$11 | per 1000 bldg sf | 4.2% |
| \$73 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$150 | per gross acre | 4.2% |

| | Existing Rates, Area 3 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$62 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$61 | per unit |
| SFR - Low Density (2.1 - 4) | \$56 | per unit |
| SFR - Medium Density (4.1 - 7) | \$56 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$34 | per unit |
| MFR - High (15.1 - 25) | \$34 | per unit |
| MFR - Very High (25.1 - 43) | \$34 | per 1000 bldg sf |
| Retail | \$88 | per 1000 bldg sf |
| Office, Public Facilities | \$40 | per 1000 bldg sf |
| Industrial, Assisted Living | \$11 | per 1000 bldg sf |
| Schools | \$70 | per 1000 bldg sf |
| Churches | \$40 | per 1000 bldg sf |
| Mini Storage | \$144 | per gross acre |

| Proposed Rates, Area 3 | | % change |
|------------------------|------------------|----------|
| | | |
| \$65 | per unit | 4.2% |
| \$64 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per 1000 bldg sf | 4.2% |
| \$92 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$11 | per 1000 bldg sf | 4.2% |
| \$73 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$150 | per gross acre | 4.2% |

Quadrant Intersection Fee

2019-2020

| | Existing Rates, Area 4 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$62 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$61 | per unit |
| SFR - Low Density (2.1 - 4) | \$56 | per unit |
| SFR - Medium Density (4.1 - 7) | \$56 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$34 | per unit |
| MFR - High (15.1 - 25) | \$34 | per unit |
| MFR - Very High (25.1 - 43) | \$34 | per 1000 bldg sf |
| Retail | \$88 | per 1000 bldg sf |
| Office, Public Facilities | \$40 | per 1000 bldg sf |
| Industrial, Assisted Living | \$11 | per 1000 bldg sf |
| Schools | \$70 | per 1000 bldg sf |
| Churches | \$40 | per 1000 bldg sf |
| Mini Storage | \$144 | per gross acre |

| Proposed Rates, Area 4 | | % change |
|------------------------|------------------|----------|
| | | |
| \$65 | per unit | 4.2% |
| \$64 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per 1000 bldg sf | 4.2% |
| \$92 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$11 | per 1000 bldg sf | 4.2% |
| \$73 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$150 | per gross acre | 4.2% |

| | Existing Rates, Area 5 | |
|--------------------------------------|------------------------|------------------|
| | | |
| SFR - Rural (0 - 0.5) | \$62 | per unit |
| SFR - Very Low Density (0.6 - 2) | \$61 | per unit |
| SFR - Low Density (2.1 - 4) | \$56 | per unit |
| SFR - Medium Density (4.1 - 7) | \$56 | per unit |
| MFR - Medium High Density (7.1 - 15) | \$34 | per unit |
| MFR - High (15.1 - 25) | \$34 | per unit |
| MFR - Very High (25.1 - 43) | \$34 | per 1000 bldg sf |
| Retail | \$88 | per 1000 bldg sf |
| Office, Public Facilities | \$40 | per 1000 bldg sf |
| Industrial, Assisted Living | \$11 | per 1000 bldg sf |
| Schools | \$70 | per 1000 bldg sf |
| Churches | \$40 | per 1000 bldg sf |
| Mini Storage | \$144 | per gross acre |

| Proposed Rates, Area 5 | | % change |
|------------------------|------------------|----------|
| | | |
| \$65 | per unit | 4.2% |
| \$64 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$58 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per unit | 4.2% |
| \$35 | per 1000 bldg sf | 4.2% |
| \$92 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$11 | per 1000 bldg sf | 4.2% |
| \$73 | per 1000 bldg sf | 4.2% |
| \$42 | per 1000 bldg sf | 4.2% |
| \$150 | per gross acre | 4.2% |

* Gross Acreage shall mean the total area of land, including one-half the right-of-way on the boundary streets.

^ Unit is defined as each separate dwelling unit.

^^ EDU = Equivalent Dwelling Unit is defined as follows:

Retail - 1 EDU = 2450 square feet of building area

Office - 1 EDU = 2450 square feet of building area

Industrial - 1 EDU = 2450 square feet of building area

Purpose of Fee

The Quadrant Intersection fee pays for the construction and financing of those certain planned quadrant intersections along Herndon Avenue at the intersections of Willow and Peach Avenues.

Scope of Improvements covered

Construction and financing costs for the quadrant intersection facilities not included within the Outside Travel Lane or the Center Travel Lane fees.

Nexus

Quadrant intersection systems are necessary to mitigate traffic congestion along a portion of Herndon Avenue due to new development. The fee is applied City-wide due to a study that indicated the entire City would utilize the quadrant intersections. The rates are directly related to system utilization by each land use category.

Methodology

1. Calculate the total cost of system components and financing.
2. Calculate the weighted Gross Acreage for each land use category.
3. Rate = total cost divided by weighted Gross Acreage.
4. Convert the rate to a per unit cost for residential developments.
5. Convert the rate to a per square foot cost for non-residential developments.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Utility Undergrounding Fee

2019-2020

| Existing Rates | | | |
|-------------------|---------|-----|---------|
| Area 1 | \$6,710 | per | Gr. Ac. |
| RT Park Phase1, 2 | \$2,512 | per | Gr. Ac. |
| Area 2 | \$0 | per | Gr. Ac. |
| Area 3 | \$7,361 | per | Gr. Ac. |
| Area 4 | \$7,035 | per | Gr. Ac. |

| Proposed Rates | | | | % change |
|-------------------|---------|-----|---------|----------|
| Area 1 | \$6,992 | per | Gr. Ac. | 4.2% |
| RT Park Phase1, 2 | \$2,618 | per | Gr. Ac. | 4.2% |
| Area 2 | \$0 | per | Gr. Ac. | |
| Area 3 | \$7,670 | per | Gr. Ac. | 4.2% |
| Area 4 | \$7,330 | per | Gr. Ac. | 4.2% |

Purpose of Fee

The Utility Undergrounding Fee pays for the relocation of certain overhead electric utilities from overhead to underground, generally along major streets in urbanizing areas.

Scope of Improvements covered

Specific overhead lines have been designated to be placed underground, generally along major streets in developing areas.

Overhead electric utilities in older, developed areas and areas that are either on the City fringe or are to remain rural in nature are generally excluded.

Nexus

Undergrounding existing overhead utilities is an aesthetic, and in many cases, safety enhancement to the general community. Each developing property within a benefit zone is deemed to receive a benefit that is uniform among property locations and development types. Therefore, the cost is spread among all properties equally on an acreage basis.

Methodology

1. Calculate the total cost of all utilities to be placed underground.
2. Calculate the developable acreage within each benefit area that will contribute.
3. Rate = total cost divided by gross acreage.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Park Acquisition & Development Fee

2019-2020

| Existing Rates | |
|---|----------------------|
| All Residential | \$3,431 per Unit |
| Retail | \$0.42 per Bldg. sf. |
| Office | \$0.89 per Bldg. sf. |
| Industrial | \$0.32 per Bldg. sf. |
| ^ Unit is defined as each separate dwelling unit | |
| ^^ Non-residential Fees are based on building square footage. | |

| Proposed Rates | | % change |
|---|----------------------|----------|
| All Residential | \$3,771 per Unit | 10% |
| Retail | \$0.46 per Bldg. sf. | 10% |
| Office | \$0.98 per Bldg. sf. | 10% |
| Industrial | \$0.35 per Bldg. sf. | 9% |
| ^ Unit is defined as each separate dwelling unit | | |
| ^^ Non-residential Fees are based on building square footage. | | |

Purpose of Fee

The Park Acquisition and Development Fee shall be used to finance (1) only the public facilities described or identified in the Parks and Recreation Element of the Clovis General Plan, as amended, which shall be acquired and developed by the City or (2) the reimbursement to the City for the owner/developer's or person's fair share of those park and recreation facilities already acquired and/or developed

Scope of Improvements covered

The fee covers the public facilities described or identified in the Parks and Recreation Element of the Clovis General Plan, as amended.

Nexus

The Park Acquisition & Development Fee is to finance the acquisition and development of park and recreation facilities to reduce the impacts of increased user demand from increased population and diminished park and recreation facility capacity caused by new development in the City.

Methodology

1. Calculate total number of potential hours to be spent at park public facilities by Clovis residents
2. Calculate total number of potential hours to be spent at park public facilities by employees working in Clovis.
3. Calculate the total cost of the remaining public facilities.
4. Calculate cost distribution based on percentage of total potential hours to be spent at park public facilities.
5. Calculate the projected total of residential units within the Sphere of Influence.
6. Calculate the projected total of commercial building area within the Sphere of Influence.
7. a. Residential Rate = Residential development's portion of the total cost divided by total residential units.
 b. Retail Rate = Retail development's portion of the total cost divided by total retail building area..
 b. Office Rate = Office development's portion of the total cost divided by total office building area..
 b. Industrial Rate = Industrial development's portion of the total cost divided by total industrial building area.

Summary of Factors contributing to Rate Change

The distribution of cost is based on potential hours spent at park public facilities by each use category, as opposed to a general percentage-based distribution. Also, distribution of cost no longer considers grant funding. As with all other development impact fees, park public facilities are funded 100% by development and grant funding is considered a cost-savings. Rate increases are due to updated construction costs and increases to right-of-way costs.

Community Sanitation Fee

2019-2020

| Existing Rates | |
|--|----------------|
| Single Family | \$393 per Unit |
| Multi-Family, non-Res | \$223 per Unit |
| <p>* Unit is defined as each separate dwelling unit or EDU EDU = Equivalent Dwelling Unit is defined as follows Office - 1 EDU = 9680 square feet of gross parcel area Industrial - 1 EDU = 9680 square feet of gross parcel area Retail - 1 EDU = 9680 square feet of gross parcel area</p> | |

| Proposed Rates | | % change |
|--|----------------|----------|
| Single Family | \$410 per Unit | 4.3% |
| Multi-Family, non-Res | \$232 per Unit | 4.0% |
| <p>* Unit is defined as each separate dwelling unit or EDU EDU = Equivalent Dwelling Unit is defined as follows Office - 1 EDU = 9680 square feet of gross parcel area Industrial - 1 EDU = 9680 square feet of gross parcel area Retail - 1 EDU = 9680 square feet of gross parcel area</p> | | |

Purpose of Fee

The Community Sanitation Fee is for the purchase of residential carts, commercial bins, disposal and community cleanup trucks and loaders, and street sweeping equipment.

Scope of Improvements covered

The fee covers initial capital outlay for garbage trucks, community cleanup trucks and loaders, residential carts, and commercial bins.

Nexus

The Community Sanitation Fee is to finance initial community sanitation capital outlay to reduce the impacts of increased user demand from increased population and diminished community sanitation service capacity caused by new development in the City.

Methodology

- Determine the cost for each type of vehicle and bin.
- Determine the number of residential units served by each type of vehicle.
- Determine the average number of bins used per residential unit.
- Determine the number of commercial EDUs served by each type of vehicle.
- Determine the average number of bins used per commercial EDU.
- Residential Rate = total cost of each type of vehicle per residential unit plus the cost of the average number of bins per unit.
 - Commercial Rate = total cost of each type of vehicle plus the cost of the average number of bins per commercial EDU.

Summary of Factors contributing to Rate Change

- This year's adjustment was based on a CCI increase.

Fire Department Fee

2019-2020

| Existing Rates | | Proposed Rates | % change |
|--|--------------------|---|------------------------|
| All Land Uses | \$1,014 per Unit * | All Land Uses | \$1,295 per Unit ^ 28% |
| <p>* Unit is defined as each separate dwelling unit. Residential unit is defined as each separate living dwelling unit for single family and multi family developments. EDU = equivalent Dwelling Unit is defined as follows: Hotel, motel commercial, professional, and industrial developments = 9680 square feet of gross parcel acrea. Assisted living facilities, churches, hospitals, and non public schools - 1 EDU = 1500 square feet of gross building area. Public schools - 1 EDU = 29,000 square feet of gross lot acreage.</p> | | <p>^ Unit is defined as each separate dwelling unit. Residential unit is defined as each living separate dwelling unit for single family and multi family developments. EDU = equivalent Dwelling Unit is defined as follows: Hotel, motel commercial, professional, and industrial developments = 9680 square feet of gross parcel acre. Assisted living facilities, churches, hospitals, and non public schools - 1 EDU = 1500 square feet of gross building area. Public schools - 1 EDU = 29,000 square feet of gross lot acreage.</p> | |

Purpose of Fee

The Fire Department Fee pays for fire stations, fire engines, ladder truck and associated equipment for the entire sphere of influence. This fee is not for the maintenance or replacement of fire stations, fire engines, ladder truck, or associated equipment.

Scope of Improvements covered

The Fire Department Fee includes all costs related to the acquisition, construction, and/ or financing of fire stations, fire engines, ladder truck, and all associated equipment required to meet the needs of the new development within the City's sphere of influence. The rate includes purchase of ladder apparatus that was previously funded under the Multi Story Impact Fee.

Nexus

All development induces a need for fire protection. The cost of the emergency response infrastructure includes the facilities listed above. The cost of the entire system is apportioned among all units within the entire sphere of influence to arrive at a rate per unit or EDU. It was determined that ladder trucks are frequently used and are indispensable on many one and two story structure fires in addition to being available for high rise buildings incidents. Therefore, the ladder and associated equipment serves the entire community and has been included in the Fire Department Fee.

Methodology

1. Calculate the total current property acquisition, construction cost, furnishings and equipment of an average fire station.
2. Calculate the number of residential and non-residential units within the service area of an average fire station.
3. Rate = the total cost divided by the total units for an average service area.

Summary of Factors contributing to Rate Change

- Revised methodology to assign costs to total number of EDU's within an average fire station service area.
- Revised cost per square foot to construct new fire stations and included the cost of new radio towers.

Police Department Fee

2019-2020

| Existing Rates | |
|--|------------------|
| All Land Uses | \$100 per Unit * |
| <p>* Unit is defined as each separate dwelling unit. Residential unit is defined as each separate living dwelling unit for single family and multi family developments. EDU = equivalent Dwelling Unit is defined as follows: Hotel, motel commercial, professional, and industrial developments = 9680 square feet of gross parcel acrea. Assisted living facilities, churches, hospitals, and non public schools - 1 EDU = 1500 square feet of gross building area. Public schools - 1 EDU = 29,000 square feet of gross lot acreage.</p> | |

| Proposed Rates | | % change |
|---|------------------|----------|
| All Land Uses | \$726 per Unit ^ | 626% |
| <p>^ Unit is defined as each separate dwelling unit. Residential unit is defined as each living separate dwelling unit for single family and multi family developments. EDU = equivalent Dwelling Unit is defined as follows: Hotel, motel commercial, professional, and industrial developments = 9680 square feet of gross parcel acre. Assisted living facilities, churches, hospitals, and non public schools - 1 EDU = 1500 square feet of gross building area. Public schools - 1 EDU = 29,000 square feet of gross lot acreage.</p> | | |

Purpose of Fee

The Police Department Fee pays for police stations, vehicles and associated equipment for the entire sphere of influence. This fee is not for the maintenance or replacement of police stations, vehicles, or associated equipment.

Scope of Improvements covered

The Police Department Fee includes all costs related to the acquisition, construction, and/ or financing of police stations, vehicles, and all associated equipment required to meet the needs of the new development within the City's sphere of influence.

Nexus

All development induces a need for police protection. The cost of the emergency response infrastructure includes the facilities listed above. The cost of the entire system is apportioned among all units within the entire sphere of influence to arrive at a rate per unit or EDU.

Methodology

1. Calculate the total current property acquisition, construction cost, furnishings and equipment of an average police station.
2. Calculate the number of residential and non-residential units within the service area of an average police station.
3. Rate = the total cost divided by the total units for an average service area.

Summary of Factors contributing to Rate Change

- Revised methodology to assign costs to total number of EDU's within an average police station service area.
- Revised equipment acquisition and construction estimates.

Library Fee

2019-2020

| Existing Rates | |
|--|------------------|
| Single Family Residential | \$604 per Unit * |
| Multi Family Residential | \$494 per Unit* |
| <p>* Unit is defined as each separate dwelling unit .</p> <p>Residential unit is defined as each living separate dwelling unit for single family, multi family, apartment, mobile home, condominium, cooperative, or planned developments.</p> <p>EDU = equivalent Dwelling Unit is defined as follows:</p> <p>Assisted living facilities and group homes - 1 EDU = 1500 square feet of gross building area.</p> | |

| Proposed Rates | | % change |
|--|------------------|----------|
| Single Family Residential | \$604 per Unit ^ | 0% |
| Multi Family Residential | \$494 per Unit ^ | 0% |
| <p>^ Unit is defined as each separate dwelling unit .</p> <p>Residential unit is defined as each living separate dwelling unit for single family, multi family, apartment, mobile home, condominium, cooperative, or planned developments.</p> <p>EDU = equivalent Dwelling Unit is defined as follows:</p> <p>Assisted living facilities and group homes - 1 EDU = 1500 square feet of gross building area.</p> | | |

Purpose of Fee

The Library Fee pays for the mitigation of adverse impacts to public library facilities and equipment attributed to new development.

Scope of Improvements covered

The library fee includes all costs related to the acquisition, construction, and/ or financing of public library facilities and or equipment, including land acquisition, building construction, parking, landscaping, signs, monuments, computer stations, books shelving, furniture and other related equipment required to meet the needs of the new development with the City's sphere of influence.

Nexus

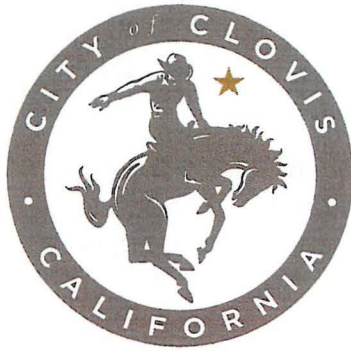
Fresno County in 2003 adopted a Heart of the Community study that addressed the planning, needs, and growth impacts to the County library system for the entire Fresno County. This study identified the library facilities that will be required in the future. The Clovis Library fee was approved to capture Clovis's portion of the Fresno County Library fee and use it only in the City of Clovis. The City Library fee does not include all the funding required to construct all the Library facilities in Clovis' Sphere of Influence, since the Clovis library service area extends beyond the sphere boundaries. Additional funding would have to come from other sources including tax measures, grants, and contributions.

Methodology

1. Calculate the total cost of the remaining library facilities needed to serve the City's Sphere of Influence.
2. Divide the total cost of the remaining library facilities by the total remaining library building area and obtain a cost per building square foot.
3. Divide the Cost per building square foot by the library building area needed per person from the Clovis Library Facilities Improvement Impact Fees Study to obtain Library cost per person.
4. Multiply the Library cost per person by Persons per owner occupied dwelling unit from the US 2010 Census and obtain a Cost per Single Family Residential Dwelling Unit.
5. Multiply the Library cost per person by Persons per renter occupied dwelling unit from the US 2010 Census and obtain a Cost per Multi Family Residential Dwelling Unit.

Summary of Factors contributing to Rate Change

No change in rate proposed



AGENDA ITEM NO: **26**
City Manager: *[Signature]*

CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 1, 2019

SUBJECT: Consider Approval – Res. 19-____, Establish City of Clovis Underground Utility District No. 8 along Bullard Avenue between Minnewawa and Woodworth Avenues.

ATTACHMENTS: (A) Resolution
(B) Vicinity Map

CONFLICT OF INTEREST

None

RECOMMENDATION

1. For the City Council to conduct the public hearing; and
2. Approve Resolution 19-____ Establish City of Clovis Underground Utility District No. 8.

EXECUTIVE SUMMARY

Resolution 19-68 set a Public Hearing for the July 1, 2019, City of Clovis Council session to establish Underground Utility District No. 8 and use our PG&E allocation of funding for undergrounding of overhead facilities. The Underground Utility District Committee recommended that Bullard Avenue between Minnewawa and Woodworth Avenues be selected so that Pacific Gas & Electric (PG&E) could begin the design, and ultimately the underground installation, of the overhead utility services running along Bullard Avenue from Minnewawa Avenue traversing east to Woodworth Avenue.

BACKGROUND

The purpose of this hearing is to determine whether the public necessity, health, safety, or welfare requires the formation of Underground Utility District No. 8. The boundary is along

Bullard Avenue between Minnewawa Avenue and Woodworth Avenue. The Underground Utility District will remove poles, overhead wires, and associated overhead structures and replace these with underground wires and facilities for supplying electric, communication, or similar or associated services within the District.

This public hearing also provides an opportunity for concerned property owners adjacent to the proposed District to present their support, objections, or concerns.

In 1967, the California Public Utilities Commission (CPUC) established a program under which regulated electric utilities are required to budget funds annually for the conversion of overhead facilities to underground. Qualifying conversion projects must meet one or more of the following criteria:

- It must be at least one block or 600 feet long;
- It must include both sides of the street; and
- It must remove an unusually heavy concentration of overhead facilities, be on a major street, or pass through an area of civic or scenic importance.

The Underground Utility District committee, which consisted of staff from Administration, Planning and Development Services, and Public Utilities, considered the following projects:

- Bullard Avenue between Minnewawa Avenue and Woodworth Avenue
- Sunnyside Avenue between Third Street and Palo Alto Avenue
- Villa Avenue from Barstow Avenue to north of Letterman Park

This Bullard Avenue project is recommended by the committee as the highest priority for utility underground installation. The Bullard Avenue corridor is recommended due to it being a major street for entrance into the downtown civic area with scenic importance for the west end of the South of Fifth District and heavy concentration of overhead utilities. Staff has received concurrence from representatives from the affected utility agencies that this is a qualifying Utility District project.

Pursuant to the CPUC established program, PG&E allocates funding each year to the various local agencies (cities and counties) for undergrounding overhead utilities proportionally based on the number of overhead meters in the community. PG&E's rule governing the use of these funds is Rule 20, Section A (Rule 20A). The equivalent rule governing telecommunication undergrounding conversion program is Rule 32. In March 2018, the City's balance for Rule 20A funding was approximately \$1,379,242. It is estimated that the City will receive approximately \$208,994 for 2019. PG&E has estimated the cost of the project as follows:

| | |
|---|--------------------|
| Beginning 2018 Balance | \$1,379,242 |
| 2019 planned allocation | \$208,994 |
| Borrow 5 years in advance | \$1,067,896 |
| Subtotal Balance | \$2,656,132 |
| Estimated undergrounding costs for Bullard Avenue | \$2,036,300 |
| Estimated Remaining Credit Balance | \$619,832 |

The estimated cost of the project exceeds the Rule 20A allocation through 2019. This requires that future allocations be utilized to complete the projects. The use of future funding allocations is allowed for within the Rule 20A provisions.

Provisions within Rule 20A also allow for the installation of each customer's service up to 100 feet. The conversion of the electric service panels to accept underground service can also be accomplished with Rule 20A funds, with a maximum of \$1,500 per service entrance, excluding permit fees. Permit fees are expected to be less than \$100.

PG&E estimates that it will take approximately 24 months to design, schedule, and complete construction of this project from the date the resolution establishing the districts are approved by Council. The estimated date of completion will be approximately July 2021.

FISCAL IMPACT

The Bullard Avenue corridor from Minnewawa Avenue to Woodworth Avenue will require the use of a portion of the City of Clovis' Rule 20A future allocation. The estimated cost to underground this portion is \$2,036,300.

REASON FOR RECOMMENDATION

1. PG&E's Rule 20A requires the formation of an underground utility district by a resolution of the governing body.
2. Bullard Avenue is a major street for entrance into the downtown civic area with scenic importance and a heavy concentration of overhead utilities.

ACTIONS FOLLOWING APPROVAL

All affected utilities and all property owners in the district will be notified of the adoption of the resolution and of their responsibility to underground their affected overhead facilities.

Prepared by: Colleen Vidinoff, Assistant Engineer

Submitted by: 

Michael Harrison
City Engineer

Recommended by: 

Dwight Kroll
Director of Planning and
Development Services

RESOLUTION 19- ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, ESTABLISH UNDERGROUND UTILITY DISTRICT NO. 8

WHEREAS, by Resolution No. 19-68, a public hearing was called for July 1, 2019, at the hour of 6:00 p.m. in the Council Chambers in the City Hall, Clovis, California, to ascertain whether the public necessity, health, safety, or welfare required the removal of poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service, within that certain area of the City as shown on Exhibit "A"; and

WHEREAS, notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and to all affected utilities, in the manner and for the time required by law; and

WHEREAS, such hearing was duly held, and all interested persons were given an opportunity to be heard; and

WHEREAS, the Council determined after hearing on the subject that the Underground Utility District herein created is in the general public's interest for the following reason: The streets in the District are extensively used by the general public and carry a heavy volume of vehicular traffic.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the above described area is hereby declared an underground utility district and is designated as Underground Utility District No.8 of the City of Clovis. Attached hereto, marked Exhibit "A" and hereby incorporated as a part of this resolution, is a map delineating the boundaries of said District.
2. That the utility which undertakes underground installation of its facilities shall use the underground conversion allocation computed pursuant to decisions of the Public Utilities commission of the State of California for the purpose of providing to each premises in Underground Utility District No. 8 requiring it a maximum of 100 feet of individual electric service trenching and conductor, as well as backfill, paving and conduit, if required. Each other servicing utility will provide service trenching and conductor in accordance with its tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the City. Rule 20 A conversion allocation funds shall be available for conversion of electric service panels (not to exceed \$1,500 per panel, excluding permit fees) to accept new underground service facilities pursuant to the State of California Public Utilities Commissions Advice Letter 1930-E. Each property owner in Underground Utility District No. 8 shall be responsible for the installation and maintenance of the conduit and

termination box location on, under, or within any structure on the premises served.

3. That the City Clerk is hereby instructed to notify all affected utilities and all persons owning real property within Underground Utility District No. 8 of the adoption of this resolution within ten (10) days after the date of such adoption. Said City Clerk shall further notify said property owners of the necessity that, if they or any person occupying such property, desire to continue to receive electric, communication, of other similar or associated service, they or such occupant shall provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to applicable rules, regulations, and tariffs of the respective utility or utilities on file with the Public Utilities Commission of the State of California. Such notification shall be made by mailing a copy of this resolution to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

* * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on July 1, 2019 by the following vote, to wit.

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED:

Mayor

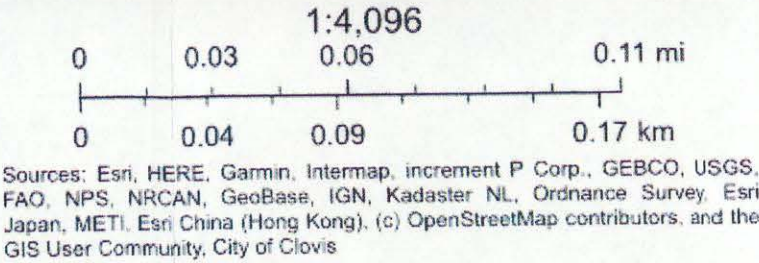
City Clerk

Underground Utility District No. 8



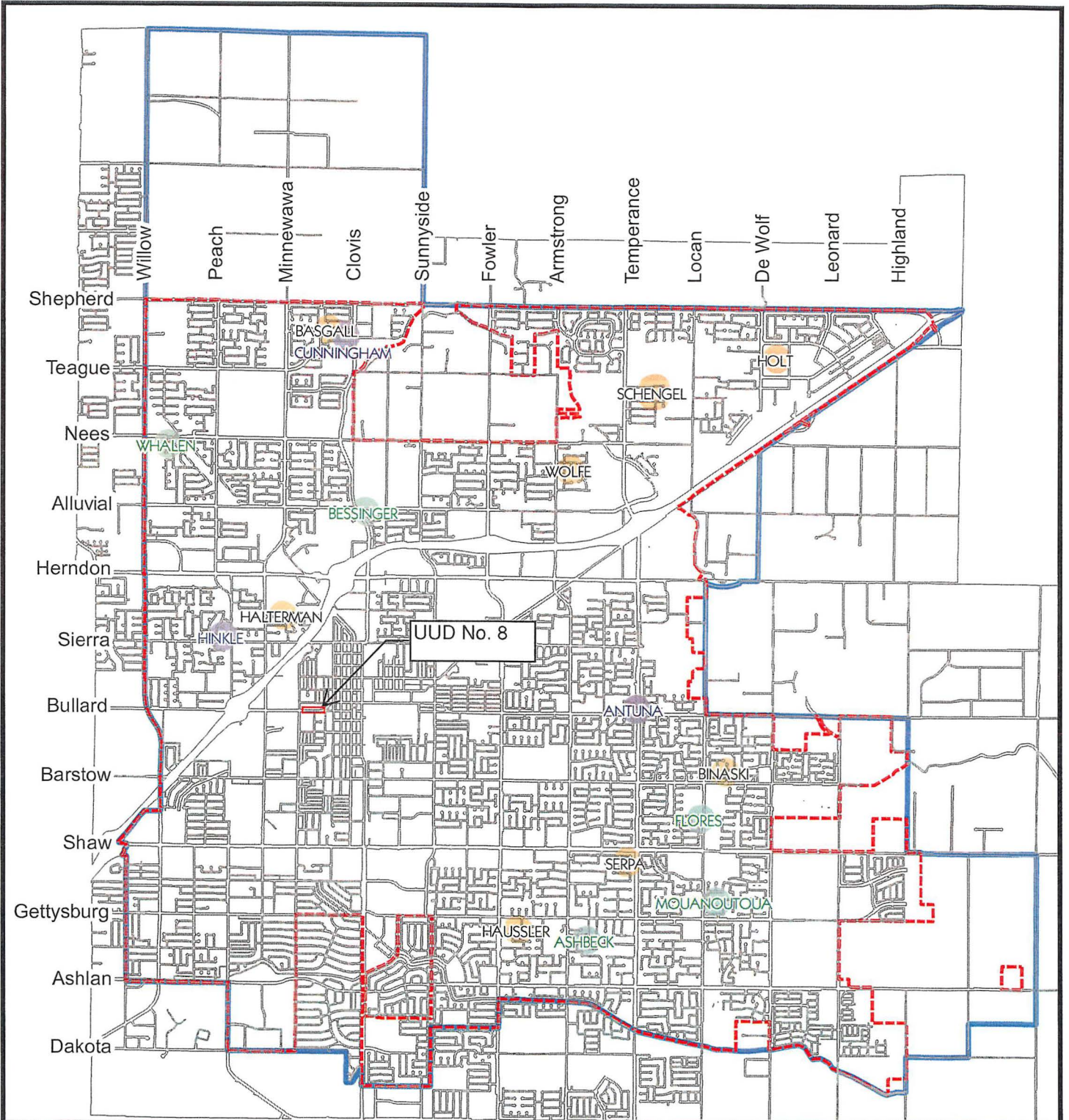
5/22/2019, 8:47:43 AM

Exhibit A



VICINITY MAP

Underground Utility District No. 8



ATTACHMENT B



 CITY LIMITS  SPHERE OF INFLUENCE

June 24, 2019

Prepared By: Colleen Vidinoff



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: July 1, 2019

SUBJECT: Consider Approval – Res. 19-___, Accepting the Engineer's Report for AD 95-1 (Blackhorse Estates) and Imposing Assessments for the 2019-2020 Fiscal Year.

ATTACHMENTS: (A) Map
(B) Resolution
(C) Engineer's Report for AD 95-1
(D) Letter to residents, March 4, 2019

CONFLICT OF INTEREST

None.

RECOMMENDATION

Approve Resolution 19-___ accepting the Engineer's Report and imposing assessments for the 2019-2020 fiscal year.

EXECUTIVE SUMMARY

On May 1, 1995, the City Council of the City of Clovis approved Resolution No. 95-42 forming the street maintenance Assessment District (AD) 95-1 within Tract 4299A, Blackhorse Estates.

Blackhorse Estates is divided into two areas, Area 1 has 45 homes and Area 2 has 81 homes, for a total of 126 homes. Each area is a gated community where each home is assessed an annual amount to pay for maintenance of the common areas and the gates. The nature of the form of governance of the areas has become a challenge over the years. The reality is that there is no formal governance to manage the maintenance of the two areas.

The City has contracted with Pacific Central Management Corporation to manage maintenance for AD 95-1. Pacific Central has been able to provide comprehensive management services without increasing any costs for several years.

The Assessment District Engineer's Report for 2019-2020 was prepared by Francisco and Associates who worked with staff to arrive at estimated costs for the coming fiscal year. The costs reflect a status quo level of service with 3% inflation. The report showed the district could be operated on the same assessments as imposed in Fiscal Year 2018-19, and no increase in assessments is recommended. Therefore, no property owner vote is required this year.

The action before the Council is to approve a resolution accepting the Engineer's Report and imposing the assessments (no change) for Fiscal Year 2019-2020.

BACKGROUND

AD 95-1 is a gated community located at the southeast corner of Alluvial and Minnewawa Avenues. The District was created under the provisions of the Benefit Assessment Act of 1982, to provide for the maintenance of sidewalks, curbs and gutters, pavement, valley gutters, entrance control gates, median islands and median island landscaping, drainage inlets and street lights within the District. The maintenance activities are managed through a contract with Pacific Central Management Corporation, a real estate management firm.

The intent of the maintenance district is to provide all of the necessary street maintenance activities within the tract. Since the streets are private easements, no public funds may be expended on maintenance activities and no City crews may be utilized for street maintenance activities. All maintenance within the District is performed on a contractual basis, utilizing private contractors and funded by the district assessments. All administrative coordination is performed by the private management firm contracted by the City on behalf of the District, and funded from the assessments.

The City is responsible for the annual administration of the benefit assessment district. However, in deriving annual staff costs, it is anticipated that those duties will be limited to the following:

- Assisting in the Notification of tract residents of the annual assessment hearing.
- Convening an annual public hearing to consider adjustment to the District assessment.
- Providing for the collection of the assessments and minimal financial overview of expenditures to assure fiduciary responsibility (general accounting to be provided by the district management firm hired by the City on behalf of the District).
- Administrative review of the annual assessment report.
- Forwarding occasional service requests received by the City to the management company for resolution.

Up until about November 2018, inquiries and requests for service received by staff were few and far between and each time a request was received, it was forwarded to Pacific Central for resolution. Beginning around November, staff began hearing about deficiencies in the state of repair of entry and exit facilities at benefit area 1. Complaints included:

- Gate call box in poor repair and rusting
- Poor and inadequate maintenance of landscaping in entry areas
- Overgrown trees and bushes damaging concrete improvements and obstructing sidewalks and visibility
- Unresponsiveness of property manager and unwillingness of property manager to discuss maintenance issues with property owners
- Inability to get new remote control devices
- Security issues due to infrequent changing of codes

All of these issues were brought to staff's attention by a single property owner within Area 1 who took it upon itself to document the deficiencies and to begin working on some of the deficiencies using its own resources. In addition, this property owner was able to get permission from many of the neighbors within their benefit area to change landscaping and perform some of the maintenance. While this property owner is to be commended for their pride in their community, not all are in agreement with the process taken, and it is not appropriate, due mainly to liability concerns, for a citizen to perform such work. Staff met with the property owner on a few occasions both in the office and at the property to observe the issues. Some of the concerns, such as overgrown shrubs and trees obstructing sidewalks, were areas that the City maintains under the Landscape Maintenance District and staff was able to deal with those and will continue to do so.

It became apparent in these meetings that many of the property owners were simply not informed on matters concerning the assessment district including who to call with requests and complaints. As a result, staff issued an informational letter on March 4, 2019 and held an information meeting on April 3, 2019. Twenty-five (25) property owners were in attendance. Many residents at that meeting expressed dissatisfaction with the level of service provided by Pacific Central Management Corporation and requested that the City hire a new property management company. Others were generally satisfied with the service provided.

On June 12, 2019, the property owners were invited to a neighborhood meeting to discuss the Engineer's Report. Four (4) property owners and Mike McDonald from Pacific Central were in attendance. The residents again reported concerns about the general quality of the maintenance, the declining reserve fund and damage to the block wall at the southeast corner of Minnewawa main entrance. City staff is investigating the damaged block wall and will notify the property owner of their responsibility to repair the block wall. Staff is reviewing the past reports to respond to the concerns on the reserve fund.

Given the length of time Pacific Central Management Corporation has had a contract with the City (since 2007), and due to questions raised about the level of maintenance, staff is now in the process of writing a new request for proposals (RFP) for the provision of property

management services. The new RFP will provide additional detail as to the responsibilities of the property manager in an attempt to alleviate some of the uncertainty that now exists. It is expected that the new RFP will be issued within the next couple of weeks. In the meantime, in order to continue the assessment of the properties in the new fiscal year, it is necessary to have an approved Engineer's Report. The proposed assessments are based on estimated costs of maintenance for the coming fiscal year. Costs for the property manager are assumed to increase by 3%. Any additional increases in the costs of property management that would require an increase in annual assessments would require a proposition 218 election.

FISCAL IMPACT

Funding for the maintenance activities is provided by an annual assessment of the homeowners collected with their property taxes. The County transfers the funds to the City, which provides the management company with funds for any needed maintenance.

The Engineer's Report for the twenty-fourth year of the Assessment District (2019-2020) has evaluated the prior year's costs and expenses and determined that no increase in assessment is necessary in Benefit Area I or Benefit Area II.

Benefit Area I consists of the area which accesses Minnewawa Avenue as shown on the attached Attachment "A." For Benefit Area I, the annual assessment for fiscal year 2018-2019 is remaining at \$557/lot. The total maintenance amount to be raised through the assessment is \$25,065.

Benefit Area II generally consists of the area that accesses Alluvial Avenue as shown on the attached Attachment "A." For Benefit Area II, the annual assessment for fiscal year 2018-2019 is remaining at \$461/lot. The total maintenance amount to be raised through the assessment is \$37,341.

The revenue derived in each benefit area is used solely in that benefit area to maintain and/or operate street facilities including pavement repairs, sidewalks, curbs and gutters, entrance control gates, street lights, street sweeping, median islands, and entrance landscaping.

REASON FOR RECOMMENDATION

The Engineer's Report shows that no increase in assessments is required to operate Assessment District 95-1 for Fiscal Year 2019-2020.

ACTIONS FOLLOWING APPROVAL

The City will notify the County Tax Auditor of the assessments for the 2019-2020 fiscal year.

Prepared by: Sarai Yanovsky, Assistant Engineer

Submitted by:


Michael Harrison
City Engineer

Recommended by:


Dwight Kroll
Director PDS

RESOLUTION NO. 19-

ATTACHMENT B

A RESOLUTION OF THE COUNCIL OF THE CITY OF CLOVIS, CALIFORNIA, ACCEPTING THE ENGINEER'S REPORT AND IMPOSING ASSESSMENTS FOR FISCAL YEAR 2019-2020 ON ASSESSMENT DISTRICT 95-1 BENEFIT AREAS I & II

WHEREAS, on May 1, 1995, the City Council approved Resolution 95-42 creating Assessment District 95-1 in Tract 4299A, and

WHEREAS, an Engineer's Report, a copy of which is on file with the City Clerk, has been prepared evaluating the costs of maintenance in Assessment District 95-1 for the 2019-2020 fiscal year; and

WHEREAS, Benefit Area I consists of that area which accesses Minnewawa Avenue as shown on the attached Attachment "A"; and

WHEREAS, Benefit Area II consists of that area which accesses Alluvial Avenue as shown on the attached Attachment "A"; and

WHEREAS, the Engineer's Report sets forth the proposed 2019-2020 fiscal year assessments for each benefit area within Assessment District 95-1; and

WHEREAS, City staff has reviewed and concurs with the Engineer's Report; and

WHEREAS, notice of the proposed assessment, was provided to the record owners in Assessment District 95-1 as required by Government Code section 53753; and

WHEREAS, the Clovis City Council conducted a public hearing on June 17, 2019, in accordance with law and the notice provided to the property owners in Assessment District 95-1, and all objections or protests, if any, and all written and oral testimony submitted by interested persons, if any, to the proposed assessment having been duly considered; and

WHEREAS, an election was not required because the assessments for Assessment District 95-1 year twenty-fifth (2019-2020) will remain the same as the assessments for Assessment District 95-1 year twenty-fourth (2018-2019).

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:

1. The recitals above are true and made a substantive part of this resolution; and
2. The Engineer's Report, in the form on file with the City Clerk, is hereby accepted and approved; and
3. The current assessment of \$557.00 per lot in Benefit Area I shall remain at \$557.00 per lot and be collected with the annual property tax bill for fiscal year 2019-2020; and

4. The current assessment of \$461.00 per lot in Benefit Area II shall remain at \$461.00 per lot and collected with the annual property tax bill for fiscal year 2019-2020; and
5. City staff is hereby directed to provide the County Auditor with the assessments to be collected on behalf of Assessment District 95-1.

* * * * *

The foregoing resolution is hereby adopted at a regular meeting of the City Council of the City of Clovis held on June 17, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

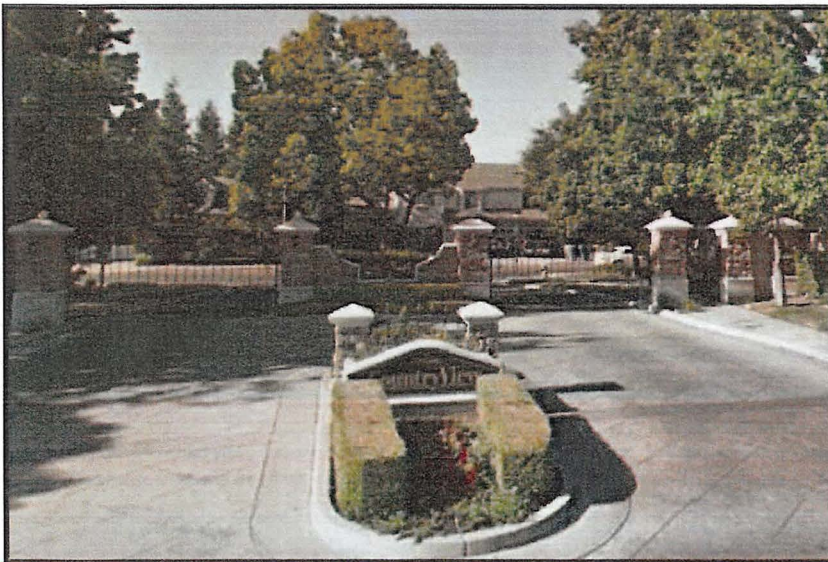
DATED: June 17, 2019

Mayor

City Clerk



CITY OF CLOVIS BENEFIT ASSESSMENT DISTRICT NO. 95-1



Fiscal Year 2019-20
Final Engineer's Report

July 1, 2019

ATTACHMENT C

Prepared by:

Francisco & Associates, Inc.

231 Market Place, Suite 543

San Ramon, CA 94583

(925) 867-3400



| | Page No. |
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| Certificates | iii |
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| Part A - Plans and Specifications | 4 |
| Part B - Estimate of Cost | 5 |
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| Part E - Property List and Assessment Roll..... | 13 |
| Appendix A - Detailed Statement of Costs for Benefit Area I | |
| Appendix B - Detailed Statement of Costs for Benefit Area II | |
| Appendix C - Assessment Roll | |

CITY OF CLOVIS
CITY COUNCIL MEMBERS AND CITY STAFF

FISCAL YEAR 2019-20

City Council Members

Drew Bessinger
Mayor

Jose Flores
Mayor Pro-Tem

Lynne Ashbeck
Council Member

Bob Whalen
Council Member

Vong Mouanoutoua
Council Member

City Staff Members

Luke Serpa
City Manager

David Wolfe
City Attorney

John Holt
Assistant City Manager/
City Clerk

Jay Schengel
Finance Director

Mike Harrison
City Engineer

Scott Redelfs
Public Utilities Director

Francisco & Associates, Inc.
Assessment Engineer


ENGINEER'S REPORT

CITY OF CLOVIS
ENGINEER'S REPORT FOR THE CITY'S
BENEFIT ASSESSMENT DISTRICT NO. 95-1

Fiscal Year 2019-20

The undersigned, acting on behalf of Francisco & Associates, Inc. respectfully submits the enclosed Engineer's Report as directed by the Clovis City Council pursuant to the provisions of the Benefit Assessment Act of 1982, Article XIIC and XIID of the California Constitution and pursuant to the Charter and Municipal Code of the City of Clovis. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: June 10, 2019

By: 
Eduardo Espinoza, P.E.
RCE # 83709

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram, thereto attached, was filed with me on the _____ day of _____, 2019.

John Holt, City Clerk
City of Clovis
Fresno County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram, thereto attached, was approved and confirmed by the Council of the City of Clovis, Fresno County, California, on the _____ day of _____, 2019, by adoption of Resolution No. _____.

John Holt, City Clerk
City of Clovis
Fresno County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram, thereto attached, was filed in my office in the County of Fresno, on the _____ day of _____, 2019.

Oscar J. Garcia, CPA, Auditor
Fresno County, California

By: _____

Francisco & Associates, Inc.

SECTION I

INTRODUCTION
ENGINEER'S REPORT

CITY OF CLOVIS
ENGINEER'S REPORT FOR THE CITY'S
BENEFIT ASSESSMENT DISTRICT NO. 95-1

Fiscal Year 2019-20

Background Information

To insure the proper flow of funds for the ongoing operation, maintenance and servicing of specific improvements within the boundaries of the Benefit Assessment District No. 95-1 ("District"), the City Council, through the Benefit Assessment Act of 1982 ("1982 Act"), previously approved the formation of the District which includes two (2) benefit areas, which are summarized in this Engineer's Report ("Report"). Improvements, which may be constructed, operated, maintained and serviced by the District, include, but are not limited to:

Sidewalks, curbs and gutters, pavement, valley gutters, entrance control gates, medians islands and median island landscaping, drainage inlets and street lights.

Generally, Developers as a part of their development conditions, are required to construct the improvements listed above which benefit their development. However, the ongoing operation, maintenance, servicing and capital replacement of these improvements are financed through the levy of assessments on parcels within the District. As new developments occur, benefit areas may be created within the District to ensure that the operation, maintenance, servicing and capital replacement of the improvements are specifically paid for by those property owners who directly benefit from those improvements.

Current Annual Administration

As required by the Benefit Assessment Act of 1982, this Report includes for the ensuing fiscal year: (1) a general description of the improvements to be constructed, operated, maintained and serviced by the District, (2) an estimated budget to construct, operate, maintain and service the improvements, (3) the method used to distribute the costs to the benefiting property owners within the District, (4) a diagram of the District and associated benefit areas, and (5) listing of the proposed Fiscal Year 2019-20 assessments to be levied upon each assessable lot or parcel within the District.

The City of Clovis will hold a Public Hearing on July 1, 2019, regarding the Fiscal Year 2019-20 annual levy and collection of assessments for all benefit areas within the District. At the Public Hearing all property owners and interested persons will be given an opportunity to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the Fiscal Year 2019-20 levy and collection of assessments for all benefit areas as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE
BENEFIT ASSESSMENT ACT OF 1982
SECTION 54703 THROUGH 54720
OF THE CALIFORNIA GOVERNMENT CODE

Pursuant to the Benefit Assessment Act of 1982 (Part 1 of Division 2 of Title 5 of the Government Code of the State of California) and in connection with the proceedings for:

CITY OF CLOVIS
BENEFIT ASSESSMENT DISTRICT NO. 95-1

Herein after referred to as the "District", I, Eduardo Espinoza, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements to be financed by the District. Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk of the City of Clovis and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements, including incidental costs and expenses in connection therewith.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates by reference a diagram of the District showing the boundaries of any benefit areas within the District and the lines and dimensions of each lot or parcel of land within the District. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Fresno County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference and made part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

This part contains the method of apportionment of assessments, based upon parcel classification of land within the District, in proportion to the estimated benefits to be received.

PART E: PROPERTY LIST AND ASSESSMENT ROLL

This part contains a list of the Fresno County Assessor's parcel numbers, and the amount to be assessed upon the benefited lands within the District. The Assessment Roll is filed in the Office of the Clovis City Clerk and is incorporated in this Report by reference. The list is keyed to the records of the Fresno County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of Clovis, and those which may be subsequently constructed, operated, maintained and serviced are generally described as follows:

Street and Landscaping Facilities

Street and Landscaping facilities consist of, but are not limited to: operation, maintenance and servicing of sidewalks parallel to and within 27 feet of the center line of the streets, curbs and gutters, paved sections, valley gutters, four entrance control gates located on Birch Avenue, Chennault Avenue, Oxford Avenue and Dartmouth Avenue, median islands and landscaping in the median islands, drainage inlet structures, street lights that are a part of the street lighting system as normally required by the City which include all labor, materials, transportation, parts, electricity and equipment necessary and required to operate, maintain, preserve and replace all or any part of any improvements within the boundaries of the District.

PART B

ESTIMATE OF COST

The 1982 Act requires that a special fund be set up for the collection of revenues and expenditures for the District. The 1982 Act provides that the total cost for the construction, operation, maintenance and servicing of the street facilities can be recovered by the District. Incidental expenses including administration of the District, engineering fees, legal fees and all other costs associated with the District can also be included.

Revenues collected from the assessments within each benefit area shall be used only for the expenditures with each benefit area as authorized under the 1982 Act. Any balance remaining at the end of the fiscal year must be carried over to the next fiscal year.

Tables 1 and 2 below provide a summary of the total Fiscal Year 2019-20 estimated revenues and expenditures for each benefit area.

For a detailed breakdown on the revenues and expenditures for each benefit area within the District please refer to Appendix "A" and Appendix "B" in this report.

| TABLE NO. I: COST ESTIMATE FY 2019-20 Benefit Area I | |
|---|---------------------|
| | Proposed FY 2019-20 |
| Projected Beginning Balance as of July 1, 2019 | \$57,130 |
| | |
| <u>Revenue</u> | |
| Annual Assessments | \$25,065 |
| Total Revenue: | \$82,195 |
| | |
| <u>Expenditure⁽¹⁾</u> | |
| Miscellaneous/Contingency Repairs | (\$412) |
| Electronic Gate Maintenance | (\$1,030) |
| Telephone | (\$618) |
| Street Sweeping | (\$525) |
| Landscape Maintenance | (\$5,150) |
| Electrical Power for Gate and Streetlights | (\$4,120) |
| City Administration Costs | (\$793) |
| County Collection Fees | (\$8) |
| District Administrator | (\$8,343) |
| Assessment Engineering | (\$1,304) |
| Insurance | (\$979) |
| Total Expenses: | (\$23,282) |
| | |
| <u>Reserve Detail</u> | |
| Required Operating Reserves ⁽²⁾ | \$11,641 |
| Available Capital Reserves ⁽³⁾ | \$47,272 |
| | |
| Projected Ending Balance as of June 30, 2020 | \$58,913 |
| | |
| Assessment Rate (45 Parcels) | \$557.00/parcel |
| <u>Notes:</u> (1) See Appendix "A" for a detailed description of expenses. (2) Operating reserves are needed for Fiscal Year 2019-20 because the City does not receive assessment revenue from the County until the end of December of each year, therefore it is necessary to have an operating reserve to fund 6 months of cash flow from July 1 through December 31 of each fiscal year. (3) Capital reserve funds will be used in the event capital facilities need to be replaced because they have reached the end of their useful life. | |

| TABLE NO. 2: COST ESTIMATE FY 2019-20 Benefit Area II | |
|---|---------------------|
| | Proposed FY 2019-20 |
| Projected Beginning Balance as of July 1, 2019 | \$67,728 |
| <u>Revenue</u> | |
| Annual Assessments | <u>\$37,341</u> |
| Total Revenue: | \$105,069 |
| <u>Expenditure⁽¹⁾</u> | |
| Miscellaneous/Contingency Repairs | (\$824) |
| Electronic Gate Maintenance | (\$1,648) |
| Telephone | (\$618) |
| Street Sweeping | (\$1,339) |
| Landscape Maintenance | (\$5,150) |
| Electrical Power for Gate and Streetlights | (\$5,665) |
| City Administration Costs | (\$1,195) |
| County Collection Fees | (\$14) |
| District Administrator | (\$15,017) |
| Assessment Engineering | (\$2,346) |
| Insurance | (\$1,751) |
| Total Expenses: | (\$35,567) |
| <u>Reserve Detail</u> | |
| Required Operating Reserves ⁽²⁾ | \$17,784 |
| Available Capital Reserves ⁽³⁾ | <u>\$51,718</u> |
| Projected Ending Balance as of June 30, 2020 | \$69,502 |
| Assessment Rate (81 Parcels) | \$461.00/parcel |
| <u>Notes:</u> (1) See Appendix "A" for a detailed description of expenses. (2) Operating reserves are needed for Fiscal Year 2019-20 because the City does not receive assessment revenue from the County until the end of December of each year, therefore it is necessary to have an operating reserve to fund 6 months of cash flow from July 1 through December 31 of each fiscal year. (3) Capital reserve funds will be used in the event capital facilities need to be replaced because they have reached the end of their useful life. | |

PART C

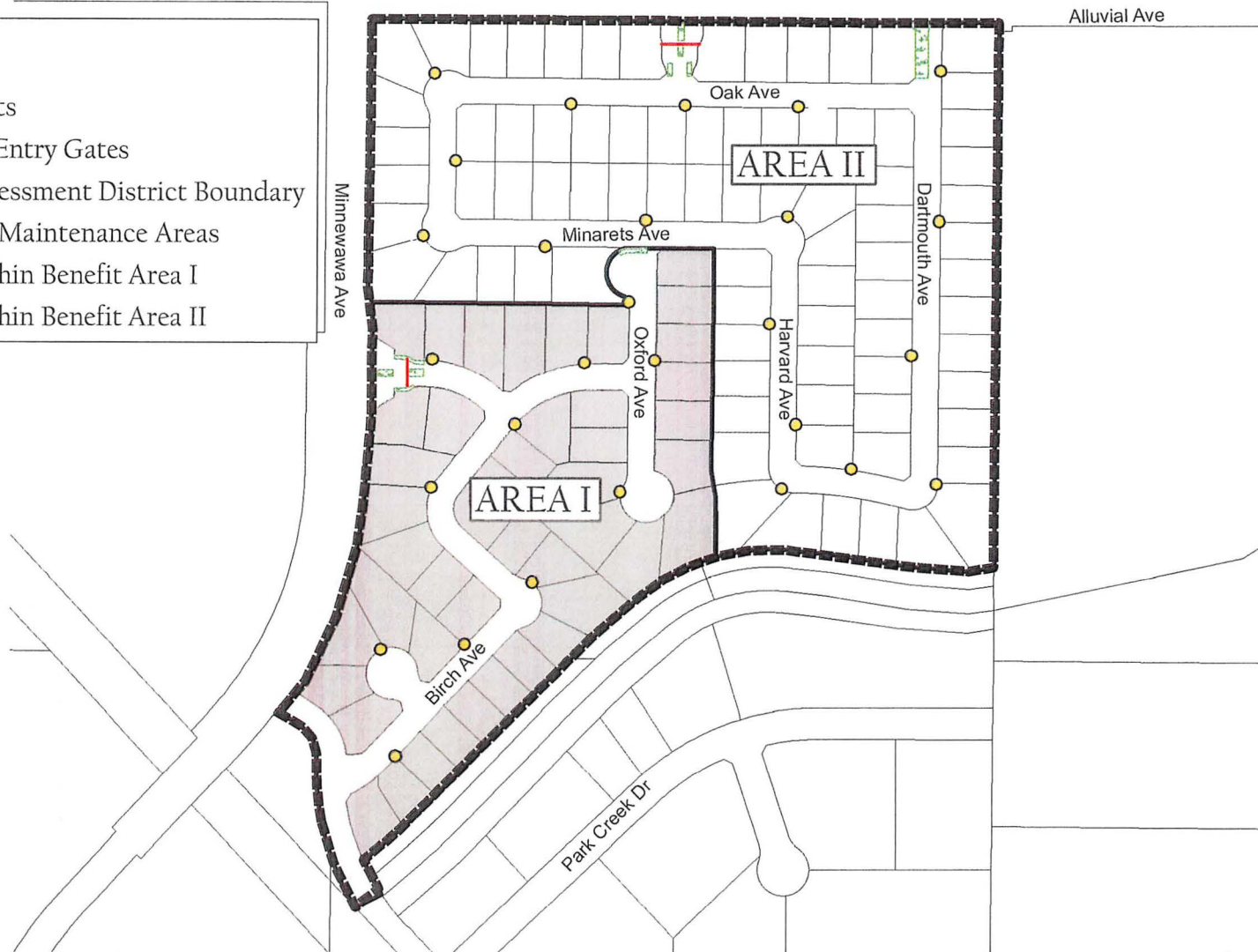
ASSESSMENT DISTRICT DIAGRAM

The boundary of the District is completely within the boundaries of the City of Clovis. The Assessment Diagram for the two benefit areas is on file in the Office of the City Clerk of the City of Clovis and is shown on the following page of this Report. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Fresno County Assessor, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report.

City of Clovis Benefit Assessment District No. 95-1 Blackhorse Estates Maintenance Improvement Diagram

Legend

- Street Lights
- Electronic Entry Gates
- ▤ Benefit Assessment District Boundary
- ▨ Landscape Maintenance Areas
- Parcels within Benefit Area I
- Parcels within Benefit Area II



Prepared by Francisco & Associates, Inc.

0 500 Feet

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

This section explains the benefits to be derived from the street and landscaping improvements and the methodology used to apportion the costs to the benefitting properties within the District.

Discussion of Special Benefit

Part 1 of Division 2 of Title 5 of the Government Code, the Benefit Assessment Act of 1982, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements and services which include the construction, operation, maintenance and servicing of street facilities.

Section 54711 of the Benefit Assessment Act of 1982 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

“The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service.”

In addition, the 1982 Act permits the designation of zones or areas of benefit within any individual assessment district.

Article XIIIID, Section 4(a) of the California Constitution (also known as Proposition 218) limits the amount of any assessment to the proportional special benefit conferred on the property.

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Article XIIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial and institutional activities.

Special versus General Benefit

In the absence of an annual assessment, the street and landscaping maintenance activities within each benefit area of the District would not be provided. All the assessment proceeds derived from each benefit area will be utilized to fund the cost of providing a level of tangible “special benefits” in the form of property related services which benefit individual properties to which the services are provided. The assessments are also structured to provide specific improvements within each benefit area, further ensuring that the improvements funded by the assessments are of specific and special benefit to property within each benefit area.

The street and landscaping facilities in each benefit area of the District were specifically designed, located and created to provide vehicular access to residences for the direct benefit of property inside the benefit area, and not the public at large. The boundaries of the benefit area have been drawn to include only those parcels that receive a direct benefit from the improvements. Other properties that are outside a benefit area do not benefit from the property related improvements.

It is therefore concluded that all the street and landscaping maintenance activities funded by the Assessments are of special benefit to the identified benefiting properties located within the benefit areas and that the value of the special benefits from such Improvements to property in the benefit areas reasonably exceeds the cost of the assessments for every assessed parcel in the benefit areas. (In other words, as required by Proposition 218: the reasonable cost of the proportional special benefit conferred on each parcel does not exceed the cost of the assessments.)

ASSESSMENT METHODOLOGY

The 1982 Act requires that assessments must be based on the benefit that the subject properties receive from the improvements being maintained. The improvements to be maintained by the District relate to the vehicular access from the public streets, adjacent to the District, and to the residences within the District.

Each year, the Engineer for the District shall evaluate the conditions of the improvements to be maintained by the District and shall estimate the required costs of the maintenance and incidental costs and spread the assessments to the benefitting properties. A portion of the estimated costs may be set aside for significant maintenance items, such as seal coats and street surface overlays that are scheduled for 8 and 20 years respectively, from the date of the assessment. If necessary, revised amounts for the assessments will be determined by the Engineer for the District then considered by the City Council of the City of Clovis to revise the amounts of the assessments as they deem appropriate.

Since the assessments are levied on the owners of properties as shown on the secured property tax rolls, the final charges must be assigned by Assessor's Parcel Number.

The single-family residential parcel has been selected as the basic unit for the calculation of assessments since it represents all the parcels within the District. Therefore, the single-family residential parcel has been determined to have equal vehicular access from the public streets, adjacent to the District, and to the residential parcels. For the spread of the assessments, there are 45 residential parcels in Benefit Area I and 81 residential parcels in Benefit Area II that will be assessed for the maintenance of the improvements. Therefore, the maintenance and incidental costs for Benefit Area I will be equally spread to each of the residential parcels within Benefit Area I and the maintenance and incidental costs for Benefit Area II will be equally spread to each of the residential parcels within Benefit Area II.

Below is a listing of each of the benefit areas, their corresponding number and type of parcels within each benefit area and the method of apportioning the costs of the improvements to the benefiting parcels.

Benefit Area I

Benefit Area I is comprised of 45 single-family residential parcels. In Fiscal Year 2019-20, there are 45 assessable parcels, and the total assessment revenue needed to operate and maintain the facilities within Benefit Area I is \$25,065. This results in the following assessments that will be levied:

Fiscal Year 2019-20 Rate: \$557/parcel

Benefit Area II

Benefit Area II is comprised of 81 single-family residential parcels. In Fiscal Year 2019-20, there are 81 assessable parcels, and the total assessment revenue needed to operate and maintain the facilities within Benefit Area II is \$37,341. This results in the following assessments that will be levied:

Fiscal Year 2019-20 Rate: \$461/parcel

PART E

PROPERTY LIST AND ASSESSMENT ROLL

A list of the addresses of all parcels, and the description of each lot or parcel within each of the City of Clovis's Benefit Assessment District No. 95-1 is shown on the last equalized Property Tax Roll of the Fresno County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the maximum proposed amount of assessments apportioned to each lot or parcel. The Assessment Roll is on file in the Office of the City Clerk of the City of Clovis and is shown in this Report as Appendix "C".

APPENDIX A

DETAILED STATEMENT OF COSTS FOR BENEFIT AREA I

BENEFIT AREA I

DETAILED STATEMENT OF COSTS

The detailed description of costs for each of the improvements to be operated, maintained and serviced in Benefit Area I, and those which may be subsequently operated, maintained and serviced are generally described as follows:

Miscellaneous/Contingency Repairs

This item is to cover unexpected costs that may arise in any given fiscal year that is generally associated with the following improvements:

1. Street pavement and surface maintenance
2. Curb, gutter and sidewalk
3. Street or traffic signs
4. Storm drain inlets
5. Concrete valley gutters

Based on historical data, repairs to the above-mentioned improvements are not needed each fiscal year. The estimated cost for miscellaneous/contingency repairs in Fiscal Year 2019-20 is \$412. If major repairs are needed during the fiscal year, funds will be utilized from the capital reserve fund.

Electronic Gate Maintenance

There are two electronic gates that will be maintained by the District. The District maintains insurance for the damage and/or destruction of the gates which has an initial \$500.00 deductible payment. The insurance is from State Farm Insurance. If the gates are damaged, the maximum that the District will contribute toward the repair or replacement of the gates is \$500.00 per occasion.

The estimated cost for electronic gate maintenance in Fiscal Year 2019-20 is \$1,030.

Telephone Costs

Telephone costs are for maintaining the telephone located at the entrance gate which will be used by people at the gate to communicate with the residents of the District.

There are two gates. One gate is an "Enter Only" gate and the other is an "Exit Only" gate. There will only be one telephone to be maintained at the "Enter Only" gate.

The telephone system is a private system and the cost for repair and replacement of the telephone equipment, when needed, will be paid for from the capital reserve fund. The

estimated cost to fund telephone equipment repairs and local calls through AT&T is \$618 for Fiscal Year 2019-20.

Street Sweeping

These costs are based on a firm bid obtained by the District Administrator.

The streets will be swept once every two months within Benefit Area I, for an estimated cost of \$525/year (6 months x \$87.50/month).

Landscape Maintenance

The areas, where landscaping is scheduled to be maintained by the District, are in the median island planters constructed at the gates and at the cul-de-sac south of Minarets Ave. The total area of landscaping to be maintained was approximately 500 square feet.

Historically, the residents within Benefit Area I have routinely requested a higher level of landscape installation and maintenance than was originally planned, including the planting of annual flowers that has resulted in increased maintenance costs. In addition, there is expected to be some water conservation upgrades to be made in Fiscal Year 2019-20.

The total cost of landscape maintenance including City of Clovis water charges for Fiscal Year 2019-20 will be \$5,150 as estimated by the District Administrator.

Electrical Power for Gate and Streetlights

The total estimated cost for electrical power charges for gate operations and street lights for Fiscal Year 2019-20 is \$4,120.

City Administration Costs

The City of Clovis will have many responsibilities for the administration of the District. Included in these costs are:

- a. City Council Costs related to notices, hearings, etc.
- b. Attorney fees for the City Attorney to prepare the legal documents as are required for the operation of the District.
- c. Staff time for the preparation of documents necessary for the on-going operation of the District.
- d. Staff time for the review of documents prepared by District Consultants as necessary for the on-going operations of the District.
- e. Staff time related to the timely application of necessary maintenance and repairs as required.

Historically, the City of Clovis has assessed minimal charges to the District for their services. The estimated annual cost for City Administration in Fiscal Year 2019-20 is \$793.

County Collection Fees

The costs from the County of Fresno related to the collection of assessments and transfer of funds to the City are \$0.17 per parcel.

The total estimated cost for the County of Fresno collection fees in Fiscal Year 2019-20 is \$8 (45 parcels x \$0.17/parcel).

District Administrator

The District Administrator will manage the maintenance of the improvements for the District for an estimated cost of \$8,343 for Fiscal Year 2019-20, or \$185.40 per parcel located within the total District.

Assessment Engineering

The District Assessment Engineer is Francisco & Associates, Inc. They have a contract with the District to perform the assessment engineering services for the sum of \$1,304 for Fiscal Year 2019-20.

Insurance Costs

The District will carry property damage insurance for damage to the gates and Comprehensive General Liability Insurance with Excess Coverage.

The property insurance is issued by State Farm Insurance Company. It provides for a maximum of \$80,000 per occurrence for damage to the gates and fences with a \$500 deductible. The cost of one new gate is \$8,500.

The Comprehensive Liability Insurance is issued by State Farm Insurance Company, which has the following coverage:

| | |
|-------------|-----------------------------|
| \$3,000,000 | General Aggregate |
| \$3,000,000 | Each Occurrence |
| \$3,000,000 | Personal Injury |
| \$ 50,000 | Fire Damage Legal Liability |

The total estimated insurance cost for Fiscal Year 2019-20 is \$979.

Capital Reserve

On the recommendation of the District Administrator and the City of Clovis Finance Department, the Capital Reserve was established to provide funding for known expenses that do not occur on an annual basis.

Included in the Capital Reserve are funds for the roadway slurry maintenance, gate replacement, gate operator replacement, gate support columns and track replacement, and gate phone/phone board replacement.

The City of Clovis will be working with the District Assessment Engineer in Fiscal Year 2019-20 to evaluate the current improvements and their remaining useful life in order to create a Capital Reserve program to be implemented in Fiscal Year 2020-21.

APPENDIX B

DETAILED STATEMENT OF COSTS FOR BENEFIT AREA II

BENEFIT AREA II

DETAILED STATEMENT OF COSTS

The detailed description of costs for each of the improvements to be operated, maintained and serviced in Benefit Area II, and those which may be subsequently operated, maintained and serviced are generally described as follows:

Miscellaneous/Contingency Repairs

This item is to cover unexpected costs that may arise in any given fiscal year that is generally associated with the following improvements:

1. Street pavement and surface maintenance
2. Curb, gutter and sidewalk
3. Street or traffic signs
4. Storm drain inlets
5. Concrete valley gutters

Based on historical data, repairs to the above-mentioned improvements are not needed each fiscal year. The amount to be assessed for miscellaneous/contingency repairs in Fiscal Year 2019-20 is \$824. If major repairs are needed during the fiscal year, funds will be utilized from the capital reserve fund.

Electronic Gate Maintenance

There are two electronic gates that will be maintained by the District. The District maintains insurance for the damage and/or destruction of the gates which has an initial \$500 deductible payment. The insurance is from State Farm Insurance. If the gates are damaged, the maximum that the District will contribute toward the repair or replacement of the gates is \$500 per occasion.

The estimated cost for electronic gate maintenance in Fiscal Year 2019-20 is \$1,648.

Telephone Costs

Telephone costs are for maintaining the telephone located at the entrance gate which will be used by people at the gate to communicate with the residents of the District.

There are two gates. One gate is an "Enter Only" gate and the other is an "Exit Only" gate. There will only be one telephone to be maintained at the "Enter Only" gate.

The telephone system is a private system and the cost for repair and replacement of the telephone equipment, when needed, will be paid for from the capital reserve fund. The

estimated cost to fund telephone equipment repairs and local calls through AT&T is \$618 for Fiscal Year 2019-20.

Street Sweeping

These costs are based on a firm bid obtained by the District Administrator.

The streets will be swept once every month within Benefit Area II, for an estimated cost of \$1,339/year (12 months x \$111.58/month).

Landscape Maintenance

The areas, where landscaping is scheduled to be maintained by the District, are in the median island planters constructed at the gates and a 2,800-sf grass area located on Dartmouth Avenue.

The total cost of landscape maintenance including City of Clovis water charges for Fiscal Year 2019-20 will be \$5,150 as estimated by the District Administrator.

Electrical Power for Gate and Streetlights

The total estimated cost for electrical power charges for gate operations and street lights for Fiscal Year 2019-20 is \$5,665.

City Administration Costs

The City of Clovis will have many responsibilities for the administration of the District. Included in these costs are:

- a. City Council Costs related to notices, hearings, etc.
- b. Attorney fees for the City Attorney to prepare the legal documents as are required for the operation of the District.
- c. Staff time for the preparation of documents necessary for the on-going operation of the District.
- d. Staff time for the review of documents prepared by District Consultants as necessary for the on-going operations of the District.
- e. Staff time related to the timely application of necessary maintenance and repairs as required.

Historically, the City of Clovis has assessed minimal charges to the District for their services. The estimated annual cost for City Administration in Fiscal Year 2019-20 is \$1,195.

County Collection Fees

The costs from the County of Fresno related to the collection of assessments and transfer of funds to the City are \$0.17 per parcel.

The total estimated cost for the County of Fresno collection fees in Fiscal Year 2019-20 is \$14 (81 parcels x \$0.17/parcel).

District Administrator

The District Administrator will manage the maintenance of the improvements for the District for an estimated cost of \$15,017 for Fiscal Year 2019-20, or \$185.40 per parcel located within the total District.

Assessment Engineering

The District Assessment Engineer is Francisco & Associates, Inc. They have a contract with the District to perform the assessment engineering services for the sum of \$2,346 for Fiscal Year 2019-20.

Insurance Costs

The District will carry property damage insurance for damage to the gates and Comprehensive General Liability Insurance with Excess Coverage.

The property insurance is issued by State Farm Insurance Company. It provides for a maximum of \$80,000 per occurrence for damage to the gates and fences with a \$500 deductible. The cost of one new gate is \$8,500.

The Comprehensive Liability Insurance is issued by State Farm Insurance Company, which has the following coverage:

| | |
|-------------|-----------------------------|
| \$3,000,000 | General Aggregate |
| \$3,000,000 | Each Occurrence |
| \$3,000,000 | Personal Injury |
| \$ 50,000 | Fire Damage Legal Liability |

The total estimated insurance cost for Fiscal Year 2019-20 is \$1,751.

Capital Reserve

On the recommendation of the District Administrator and the City of Clovis Finance Department, the Capital Reserve was established to provide funding for known expenses that do not occur on an annual basis.

Included in the Capital Reserve are funds for the roadway slurry maintenance, gate replacement, gate operator replacement, gate support columns and track replacement, and gate phone/phone board replacement.

The City of Clovis will be working with the District Assessment Engineer in Fiscal Year 2019-20 to evaluate the current improvements and their remaining useful life in order to create a Capital Reserve program to be implemented in Fiscal Year 2020-21.

APPENDIX C
ASSESSMENT ROLL

*ASSESSMENT DISTRICT NO. 1995-1
(Blackhorse Estates)
Final Assessment Roll
Fiscal Year 2019-20
Benefit Area 1*

| Assessor's Parcel Number | Benefit Area | Assessment Amount | Property Owner | Property Address | Tract and Lot |
|--------------------------------|-----------------|----------------------|---|---------------------|----------------------------|
| 562-151-08 | 1 | \$557.00 | NISHIMURA GAREY | 25 CHENNAULT AVE | TR 4299 Lot 1 |
| 562-151-09 | 1 | \$557.00 | REED SAMUEL H | 45 CHENNAULT AVE | TR 4299 Lot 2 |
| 562-151-10 | 1 | \$557.00 | ANTARAMIAN PETER | 65 CHENNAULT AVE | TR 4299 Lot 3 |
| 562-151-11 | 1 | \$557.00 | TWEDT BRIAN D & VICKIE L | 85 CHENNAULT AVE | TR 4299 Lot 4 |
| 562-151-12 | 1 | \$557.00 | SYVERTSEN WILLIAM & CHERYLE L FAM TRUST | 105 CHENNAULT AVE | TR 4299 Lot 5 |
| 562-151-13 | 1 | \$557.00 | PINERO MARIA JULIA & JESUS SACRAMENTADO | 125 CHENNAULT AVE | TR 4299 Lot 6 |
| 562-152-04 | 1 | \$557.00 | NIMERI ABDELRAHMAN & SHAIMA | 650 N CHERRY LN | TR 4299 Lot 41 |
| 562-152-05 | 1 | \$557.00 | SRA FAMILY | 640 N CHERRY LN | TR 4299 Lot 40 |
| 562-152-06 | 1 | \$557.00 | DUNMORE JAMES L JR & TRACEE L | 42 CHENNAULT AVE | TR 4299 Lot 43 |
| 562-152-07 | 1 | \$557.00 | HSIAO PAUL S | 62 CHENNAULT AVE | TR 4299 Lot 42 |
| 562-153-03 | 1 | \$557.00 | TAKEDA VICTOR K & ANNE M TRUSTEES | 665 N CHERRY LN | TR 4299 Lot 18 |
| 562-153-04 | 1 | \$557.00 | SIRIMARCO JAMES V III & DONNA M | 655 N CHERRY LN | TR 4299 Lot 19 |
| 562-153-05 | 1 | \$557.00 | ROBERTSON STEPHEN W JR & AUTUMN N | 635 N CHERRY LN | TR 4299 Lot 20 |
| 562-153-06 | 1 | \$557.00 | STAFFORD FRANKLIN H | 611 N CHERRY LN | TR 4299 Lot 21 |
| 562-153-07 | 1 | \$557.00 | BIGLIERI JULIE M | 601 N CHERRY LN | TR 4299 Lot 22 |
| 562-153-13 | 1 | \$557.00 | ICE JACOB M | 624 N OXFORD AVE | TR 4299 Lot 12 |
| 562-153-14 | 1 | \$557.00 | CHAVEZ MANUEL A & ROSSANNE C TRS | 634 N OXFORD AVE | TR 4299 Lot 13 |
| 562-153-15 | 1 | \$557.00 | BURRI ROBERT | 644 N OXFORD AVE | TR 4299 Lot 14 |
| 562-153-16 | 1 | \$557.00 | SHIDIYWAH SAIF & HUDA | 664 N OXFORD AVE | TR 4299 Lot 15 |
| 562-153-17 | 1 | \$557.00 | STAWARSKI DOUGLAS P & KAKELLY | 684 N OXFORD AVE | TR 4299 Lot 16 |
| 562-153-18 | 1 | \$557.00 | HASSAN WAQAR | 102 CHENNAULT AVE | TR 4299 Lot 17 |
| 562-153-19 | 1 | \$557.00 | CLARK JASON K RAY | 614 N OXFORD AVE | TR 4299 Lot 11 |
| 562-153-20 | 1 | \$557.00 | MCLAUGHLIN KIMBERLY | 651 N OXFORD AVE | TR 4299 Lot 10 |
| 562-153-21 | 1 | \$557.00 | TILLEY SHARRON F TRUSTEE | 671 N OXFORD AVE | TR 4299 Lot 9 |
| 562-153-22 | 1 | \$557.00 | MEIKLE DIANE L TRUSTEE | 691 N OXFORD AVE | TR 4299 Lot 8 |
| 562-153-23 | 1 | \$557.00 | BROBST JAMES H & M ARLENE TRUSTEES | 711 N OXFORD AVE | TR 4299 Lot 7 |
| 562-153-24 | 1 | \$557.00 | GILL SHERAZ | 731 N OXFORD AVE | Por of Lot 6 Clovis Colony |
| 562-161-01 | 1 | \$557.00 | GANDY ANN TRUSTEE | 610 N CHERRY LN | TR 4299 Lot 37 |
| 562-161-02 | 1 | \$557.00 | HEMMAN RONALD D & STEPHANIE J | 620 N CHERRY LN | TR 4299 Lot 38 |
| 562-161-03 | 1 | \$557.00 | LARSON DAVID | 630 N CHERRY LN | TR 4299 Lot 39 |
| 562-161-04 | 1 | \$557.00 | GATES GINGER G | 57 BIRCH AVE | TR 4299 Lot 36 |
| 562-161-05 | 1 | \$557.00 | O HARA MICHAEL & CYNTHIA | 55 BIRCH AVE | TR 4299 Lot 35 |
| 562-161-06 | 1 | \$557.00 | DER HAROUTUNIAN VASKEN & LINDA | 51 BIRCH AVE | TR 4299 Lot 34 |
| 562-161-07 | 1 | \$557.00 | YANG YIA | 47 BIRCH AVE | TR 4299 Lot 33 |
| 562-161-08 | 1 | \$557.00 | HAMILTON BRENDA S | 37 BIRCH AVE | TR 4299 Lot 32 |
| 562-162-01 | 1 | \$557.00 | ECKEL DENNIS D & MARIA R TRS | 94 BIRCH AVE | TR 4299 Lot 23 |
| 562-162-02 | 1 | \$557.00 | KHAN SAMIA | 84 BIRCH AVE | TR 4299 Lot 24 |
| 562-162-03 | 1 | \$557.00 | CARUSO HILDA M | 74 BIRCH AVE | TR 4299 Lot 25 |
| 562-162-04 | 1 | \$557.00 | BRONSON JAMES C & MICHELLE L | 64 BIRCH AVE | TR 4299 Lot 26 |

CITY OF CHICAGO
ASSESSMENT DISTRICT NO. 1995-1
(Blackhorse Estates)
Final Assessment Roll
Fiscal Year 2019-20
Benefit Area 1

| Assessor's Parcel Number | Benefit Area | Assessment Amount | Property Owner | Property Address | Tract and Lot |
|--------------------------------|-----------------|----------------------|--------------------------------------|---------------------|------------------|
| 562-162-05 | 1 | \$557.00 | HARDIN TAYLOR J & TETYANA S | 54 BIRCH AVE | TR 4299 Lot 27 |
| 562-162-06 | 1 | \$557.00 | WEBER DAVID & MICHELLE | 44 BIRCH AVE | TR 4299 Lot 28 |
| 562-162-07 | 1 | \$557.00 | THACKER BARBARA J TRUSTEE | 34 BIRCH AVE | TR 4299 Lot 29 |
| 562-162-08 | 1 | \$557.00 | DOUGHERTY STEPHEN P & MONICA | 24 BIRCH AVE | TR 4299 Lot 30 |
| 562-162-09 | 1 | \$557.00 | ROSENTHAL STEVE ANDREW | 14 BIRCH AVE | TR 4299 Lot 31 |
| 562-180-45 | 1 | \$557.00 | GOTTLIEB DAVID ANDREW & VIRGINIA TRS | 741 N OXFORD AVE | TR 4668 Lot 18 |
| TOTAL: | | | 45 | \$25,065.00 | |

*ASSESSMENT DISTRICT NO. 1995-1
(Blackhorse Estates)
Final Assessment Roll
Fiscal Year 2019-20
Benefit Area 2*

| Assessor's Parcel Number | Benefit Area | Assessment Amount | Property Owner | Property Address | Tract and Lot |
|--------------------------------|-----------------|----------------------|--|---------------------|------------------|
| 562-153-25 | 2 | \$461.00 | KUHL MICHAEL B | 732 N HARVARD AVE | TR 4661 Lot 28 |
| 562-153-26 | 2 | \$461.00 | KEMP TIMOTHY F & SAUNDRA D | 722 N HARVARD AVE | TR 4661 Lot 27 |
| 562-153-27 | 2 | \$461.00 | KONSTANZER KEVIN C & PAMELA S TRUSTEES | 712 N HARVARD AVE | TR 4661 Lot 26 |
| 562-153-28 | 2 | \$461.00 | WEAVER JAMES & LISA TRUSTEES | 692 N HARVARD AVE | TR 4661 Lot 25 |
| 562-153-29 | 2 | \$461.00 | PORTFOLIO MANAGEMENT SERVICES LLC | 672 N HARVARD AVE | TR 4661 Lot 24 |
| 562-153-30 | 2 | \$461.00 | MAKEL JOHN T & RAQUEL | 204 BIRCH AVE | TR 4661 Lot 23 |
| 562-153-31 | 2 | \$461.00 | HIRATA RYEN J & ERICA R JOHNSON TRS | 214 BIRCH AVE | TR 4661 Lot 22 |
| 562-153-32 | 2 | \$461.00 | TURNBULL BRENT L & PATRICIA K TRS | 234 BIRCH AVE | TR 4661 Lot 21 |
| 562-153-33 | 2 | \$461.00 | BASHERIAN ALEX & GENEVIEVE | 264 BIRCH AVE | TR 4661 Lot 20 |
| 562-153-34 | 2 | \$461.00 | AYDINYAN ARA | 284 BIRCH AVE | TR 4661 Lot 19 |
| 562-153-35 | 2 | \$461.00 | KEISER ROBERT & TONI | 647 N DARTMOUTH AVE | TR 4661 Lot 18 |
| 562-153-36 | 2 | \$461.00 | RODRIGUEZ LOUIS JR | 667 N DARTMOUTH AVE | TR 4661 Lot 17 |
| 562-153-37 | 2 | \$461.00 | BICKEL BRUCE D TRUSTEE | 687 N DARTMOUTH AVE | TR 4661 Lot 16 |
| 562-153-38 | 2 | \$461.00 | HOLGUIN GIL & KIM A | 707 N DARTMOUTH AVE | TR 4661 Lot 15 |
| 562-153-39 | 2 | \$461.00 | MARTIN DARRELL B TRUSTEE | 717 N DARTMOUTH AVE | TR 4661 Lot 14 |
| 562-153-40 | 2 | \$461.00 | ANALLA BRYAN G & MOLLY BLISS | 727 N DARTMOUTH AVE | TR 4661 Lot 13 |
| 562-153-41 | 2 | \$461.00 | GUISTO NANCY A | 737 N DARTMOUTH AVE | TR 4661 Lot 12 |
| 562-155-01 | 2 | \$461.00 | GATTIE BRAD H & KIRSTEN | 673 N HARVARD AVE | TR 4661 Lot 29 |
| 562-155-02 | 2 | \$461.00 | GRAY LAURIE J & RANDALL M | 676 N DARTMOUTH AVE | TR 4661 Lot 30 |
| 562-155-03 | 2 | \$461.00 | BREWER ADRIANNE M PETRUTIS & SCOTT M | 696 N DARTMOUTH AVE | TR 4661 Lot 31 |
| 562-155-04 | 2 | \$461.00 | WADE GARY N & DANELLE | 716 N DARTMOUTH AVE | TR 4661 Lot 32 |
| 562-155-05 | 2 | \$461.00 | HUDSON KIMBERLY SUE | 726 N DARTMOUTH AVE | TR 4661 Lot 33 |
| 562-155-06 | 2 | \$461.00 | LEACH RONALD P & TRACY A | 736 N DARTMOUTH AVE | TR 4661 Lot 34 |
| 562-180-01 | 2 | \$461.00 | SCOTT ANDREW L | 149 OAK AVE | TR 4668 Lot 1 |
| 562-180-02 | 2 | \$461.00 | MAINOCK RALPH H TRS | 129 OAK AVE | TR 4668 Lot 2 |
| 562-180-03 | 2 | \$461.00 | ALCONCHER RONALD B & ANNA C TRS | 99 OAK AVE | TR 4668 Lot 3 |
| 562-180-04 | 2 | \$461.00 | LOYD WILLIAM D & CYNTHIA L | 89 OAK AVE | TR 4668 Lot 4 |
| 562-180-05 | 2 | \$461.00 | HUBBARD STEVEN & KATHLEEN TRUSTEES | 69 OAK AVE | TR 4668 Lot 5 |
| 562-180-06 | 2 | \$461.00 | NOEL MIKE & TIFFANY | 49 OAK AVE | TR 4668 Lot 6 |
| 562-180-07 | 2 | \$461.00 | DINATA ANTONIUS J & VERONICA M | 790 N CHERRY LN | TR 4668 Lot 7 |
| 562-180-08 | 2 | \$461.00 | THOMPSON CRAIG | 780 N CHERRY LN | TR 4668 Lot 8 |
| 562-180-09 | 2 | \$461.00 | RATZLAFF CHRISTOPHER | 770 N CHERRY LN | TR 4668 Lot 9 |
| 562-180-10 | 2 | \$461.00 | SILVA ANNA | 760 N CHERRY LN | TR 4668 Lot 10 |
| 562-180-11 | 2 | \$461.00 | KATEIAN JANICE L TRS | 750 N CHERRY LN | TR 4668 Lot 11 |
| 562-180-12 | 2 | \$461.00 | WESSON VINCENT F & SANDRA C TRUSTEES | 26 MINARETS AVE | TR 4668 Lot 12 |
| 562-180-13 | 2 | \$461.00 | SAKAGUCHI PAUL K & CATHERINE KAZU TRS | 46 MINARETS AVE | TR 4668 Lot 13 |
| 562-180-14 | 2 | \$461.00 | KEITH DIANA | 66 MINARETS AVE | TR 4668 Lot 14 |
| 562-180-15 | 2 | \$461.00 | STONECIPHER KAREN TRUSTEE | 86 MINARETS AVE | TR 4668 Lot 15 |
| 562-180-19 | 2 | \$461.00 | HOLTERMANN DARRIN & JENNIFER | 742 N HARVARD AVE | TR 4668 Lot 19 |

*ASSESSMENT DISTRICT NO. 1995-1
(Blackhorse Estates)
Final Assessment Roll
Fiscal Year 2019-20
Benefit Area 2*

| Assessor's Parcel Number | Benefit Area | Assessment Amount | Property Owner | Property Address | Tract and Lot |
|--------------------------------|-----------------|----------------------|---|---------------------|----------------------|
| 562-180-20 | 2 | \$461.00 | KARST DENNIS S & KATHERINE TRUSTEES | 693 N HARVARD AVE | TR 4668 Lot 20 |
| 562-180-21 | 2 | \$461.00 | REY STEVEN F & JULIE L TRUSTEES | 713 N HARVARD AVE | TR 4668 Lot 21 |
| 562-180-22 | 2 | \$461.00 | RAMOS STEPHEN A & JACQUELINE R | 723 N HARVARD AVE | TR 4668 Lot 22 |
| 562-180-23 | 2 | \$461.00 | CLARK MICHAEL & CYNTHIA TRUSTEES | 733 N HARVARD AVE | TR 4668 Lot 23 |
| 562-180-24 | 2 | \$461.00 | DU BOIS DIANE D | 743 N HARVARD AVE | TR 4668 Lot 24 |
| 562-180-25 | 2 | \$461.00 | MORRIS ROGER GARY & ZENAIDA MAPANAO TRS | 753 N HARVARD AVE | TR 4668 Lot 25 |
| 562-180-26 | 2 | \$461.00 | WYATT VIRGINIA V TRUSTEE | 197 MINARETS AVE | TR 4668 Lot 26 |
| 562-180-27 | 2 | \$461.00 | MORROW JOELENE ANN | 187 MINARETS AVE | TR 4668 Lot 27 |
| 562-180-28 | 2 | \$461.00 | STANLEY MATTHEW | 177 MINARETS AVE | TR 4668 Lot 28 |
| 562-180-29 | 2 | \$461.00 | CINO JOHN C & MICHELLE MARQUEZ | 157 MINARETS AVE | TR 4668 Lot 29 |
| 562-180-30 | 2 | \$461.00 | FRANK JOHN BRETT | 137 MINARETS AVE | TR 4668 Lot 30 |
| 562-180-31 | 2 | \$461.00 | OPIE SARA JOAN TRUSTEE | 117 MINARETS AVE | TR 4668 Lot 31 |
| 562-180-32 | 2 | \$461.00 | RALEY EVELYN | 97 MINARETS AVE | TR 4668 Lot 32 |
| 562-180-33 | 2 | \$461.00 | SCHARF DONALD R & DOROTHY D SPENCER TRS | 77 MINARETS AVE | TR 4668 Lot 33 |
| 562-180-34 | 2 | \$461.00 | BESTON LAURENCE O & MARYBETH TRS | 57 MINARETS AVE | TR 4668 Lot 34 |
| 562-180-35 | 2 | \$461.00 | DUCAR FRANK LEROY & GINNIE ILENE TRS | 58 OAK AVE | TR 4668 Lot 35 |
| 562-180-36 | 2 | \$461.00 | HOFER FERDINAND & ANTJE TRUSTEES | 78 OAK AVE | TR 4668 Lot 36 |
| 562-180-37 | 2 | \$461.00 | JACKSON LEANNE R TRUSTEE | 98 OAK AVE | TR 4668 Lot 37 |
| 562-180-38 | 2 | \$461.00 | BELLOW CHERYL | 118 OAK AVE | TR 4668 Lot 38 |
| 562-180-39 | 2 | \$461.00 | DANSBY PAUL | 138 OAK AVE | TR 4668 Lot 39 |
| 562-180-40 | 2 | \$461.00 | CENTRAL PACIFIC INVESTMENT CORPORATION | 158 OAK AVE | TR 4668 Lot 40 |
| 562-180-41 | 2 | \$461.00 | KRUEGER TIMOTHY K | 178 OAK AVE | TR 4668 Lot 41 |
| 562-180-42 | 2 | \$461.00 | HULL HARLAN & ROBIN | 188 OAK AVE | TR 4668 Lot 42 |
| 562-180-43 | 2 | \$461.00 | DEWEY CARL C | 198 OAK AVE | TR 4668 Lot 43 |
| 562-180-44 | 2 | \$461.00 | HAMES KENT L TRUSTEE | 106 MINARETS AVE | TR 4668 Lots 16 & 17 |
| 562-180-46 | 2 | \$461.00 | MANALANSAN EDUARDO L & ROSEMARIE M | 179 OAK AVE | TR 4661 Lot 1 |
| 562-180-47 | 2 | \$461.00 | AULT PHILIP H & COLLEEN K | 189 OAK AVE | TR 4661 Lot 2 |
| 562-180-48 | 2 | \$461.00 | HAUS SPENCER N & CATHLEEN J | 219 OAK AVE | TR 4661 Lot 3 |
| 562-180-49 | 2 | \$461.00 | BREWER RANDALL C & CHERI L TRUSTEES | 249 OAK AVE | TR 4661 Lot 4 |
| 562-180-50 | 2 | \$461.00 | FOSTER STEPHEN & JOANNE | 269 OAK AVE | TR 4661 Lot 5 |
| 562-180-51 | 2 | \$461.00 | KUYPER JASON J | 797 N DARTMOUTH AVE | TR 4661 Lot 6 |
| 562-180-52 | 2 | \$461.00 | LANIK PETR & AIMEE | 787 N DARTMOUTH AVE | TR 4661 Lot 7 |
| 562-180-53 | 2 | \$461.00 | STEADMON MARK S & AMY | 777 N DARTMOUTH AVE | TR 4661 Lot 8 |
| 562-180-54 | 2 | \$461.00 | WILLIAMS RICHARD E & LOLA T TRS | 767 N DARTMOUTH AVE | TR 4661 Lot 9 |
| 562-180-55 | 2 | \$461.00 | STUEBNER KRIS & PRISCILLA | 757 N DARTMOUTH AVE | TR 4661 Lot 10 |
| 562-180-56 | 2 | \$461.00 | CRUZ RAMIRO | 747 N DARTMOUTH AVE | TR 4661 Lot 11 |
| 562-180-57 | 2 | \$461.00 | HOODE SUMANGALI | 746 N DARTMOUTH AVE | TR 4661 Lot 35 |
| 562-180-58 | 2 | \$461.00 | SIRMAN JAMES A & SHIRLEY A | 756 N DARTMOUTH AVE | TR 4661 Lot 36 |
| 562-180-59 | 2 | \$461.00 | VAN PROYEN DARYL TRS | 766 N DARTMOUTH AVE | TR 4661 Lot 37 |

CITY OF CLEVELAND
ASSESSMENT DISTRICT NO. 1995-1
(Blackhorse Estates)
Final Assessment Roll
Fiscal Year 2019-20
Benefit Area 2

| Assessor's Parcel Number | Benefit Area | Assessment Amount | Property Owner | Property Address | Tract and Lot |
|--------------------------------|-----------------|----------------------|-----------------------------------|---------------------|------------------|
| 562-180-60 | 2 | \$461.00 | BYRD JAMES L & DOROTHY J TRUSTEES | 268 OAK AVE | TR 4661 Lot 38 |
| 562-180-61 | 2 | \$461.00 | GUTHRIE ALICE EVELYN TRUSTEE | 248 OAK AVE | TR 4661 Lot 39 |
| 562-180-62 | 2 | \$461.00 | JOHNSON BENJAMIN M & KIM | 228 OAK AVE | TR 4661 Lot 40 |
| <hr/> | | | | | |
| TOTAL: | 81 | \$37,341.00 | | | |



CITY of CLOVIS
PLANNING & DEVELOPMENT
1033 FIFTH STREET • CLOVIS, CA 93612

ATTACHMENT D

March 4, 2019

SUBJECT: Assessment District 95-1

Dear Homeowner:

The City is preparing to update the annual assessments associated with the maintenance of the various features in your gated development. The first phase of the subdivision in which you reside is now almost 25 years old and various elements of your community have been maintained using proceeds from annual assessments to each property owner. Though costs continue to rise, increases to your annual assessments have remained flat for the last 10 years.

With the likelihood that there are many new residents within the subdivision, or residents that simply have not been given information about maintenance of your facilities, I wanted to provide a brief summary of the assessment district, why it exists, what it is intended to fund, and the limitations on assessment increases. Basically, the assessments are collected to provide for the general maintenance of your neighborhood streets, gates, and landscaping. Following is the summary:

- The subdivision is a privately owned community. The streets, sidewalks, and street facilities within the subdivision are not City streets, but are owned by each property owner. Actual ownership of the street is held by the property owners with each individual parcel owning the fee title to the center of the street.
- The subdivision has a unique arrangement pertaining to maintenance of the "common areas" in that there is no homeowners association to perform that function as there would normally be in a private gated subdivision. In 1995 when the area was being developed, the developer originally intended to build a standard subdivision, non-gated, with public streets and did not create a homeowners association. The developer later decided to convert the project to a gated subdivision. Without a homeowners association in place to govern the maintenance, the developer requested that the City form an assessment district to serve the function of an association as it would pertain only to the maintenance elements within the subdivision. The City Council agreed and formed the assessment district.
- The subdivision known as Blackhorse Estates is divided into two areas, Area 1 has 45 homes and Area 2 has 81 homes, for a total of 126 homes. Each area is a separately gated community where each home is assessed an annual amount to pay for maintenance of the common areas and the gates. The Benefit Areas for Assessment District 95-1 are shown on the attached map.
- Items that are to be maintained or funded by the assessments are:
 1. Gates, including repairs, power, phone service
 2. Streets, including repairs, crack filling, signs, periodic resurfacing, etc.
 3. Street Lights
 4. Concrete and drainage improvements, including curbs, gutters, sidewalks, and drain inlets.
 5. Street sweeping (once per month)
 6. Small landscaped areas proximate to the gates and the cul-de-sac in zone 1
 7. District administration costs, including costs for property management and annual evaluation and accounting and filing of an engineer's assessment report as required by law.

- For Benefit Area I, the existing annual assessment is \$557.00 per parcel, or \$46.42 per month
- For Benefit Area II, the existing annual assessment is \$461.00 per parcel, or \$38.42 per month
- The annual assessment is collected through your property taxes.
- In November of 1996, the voters of California approved Proposition 218 which requires that all proposed new and/or increased assessments be submitted to the property owners within the Assessment District for a vote.

District administration is currently provided by:

Pacific Central Management Corporation
PO Box 25035
Fresno, CA 93729-5035
(559) 297-5910

This should be your point of contact for questions, observations, or complaints related to maintenance issues. As the District Administrator for this assessment district, Pacific Central is mainly responsible for the following:

- Maintenance of items listed above in accordance with acceptable standards
- Providing periodic inspections, upon request by residents and at a minimum of at least quarterly, of all improvements to be maintained.
- Respond to resident requests in a timely manner.

ASSESSMENT UPDATE PROCESS

In the coming weeks and months, City staff will be reevaluating maintenance needs and associated costs in preparation for the required annual engineers report. In preparation for that, the City would like to receive any feedback from you positive or negative regarding the adequacy of the maintenance being provided. Particularly, we would like to understand the following:

- Is the service being provided satisfactory?
- Is there a desire to increase the level of service provided?
- Have you experienced any recurring issues with the gates?
- Would you be willing to pay more for a higher level of service?
- Have you reached out to let the management company or the City know of your concerns?

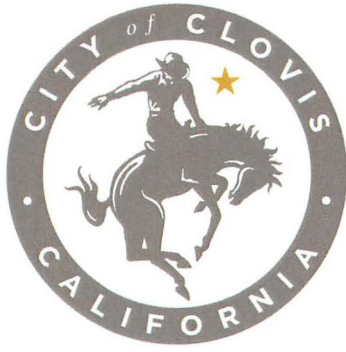
The City will be starting the process of evaluating maintenance cost, including the cost and timing of crack sealing and resurfacing the streets, so that we can determine if the current assessments are adequate. In the event the assessments need to be increased, it will require a vote in accordance California Proposition 218.

It is the City's intent to keep you posted on the progress and we will hold meetings as necessary to discuss with the neighborhood. Additional information/history can be found on the City's website, www.cityofclovis.com. For any questions regarding the assessment district and the update process, please contact Sarai Yanovsky in the Engineering Division, 324-2360.

Sincerely,

Michael Harrison
City Engineer

Attachments



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

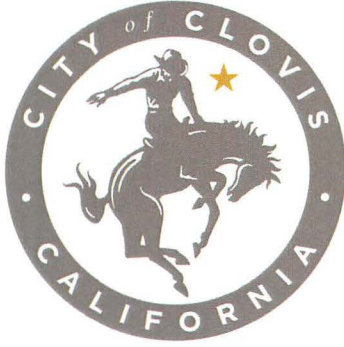
FROM: Administration

DATE: July 1, 2019

CORRESPONDENCE – Correspondence is communication addressed to City Council that requests action.

None.

Please direct questions to the City Manager's office at 559-324-2060.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 1, 2019

ADMINISTRATIVE ITEMS – Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

None.

Please direct questions to the City Manager's office at 559-324-2060.



AGENDA ITEM NO: 30

City Manager: 

CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 1, 2019

SUBJECT: Consider Approval – Change of Council Meeting Schedule

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to approve the cancellation of the regular Council meeting scheduled for Monday, July 8, 2019.

EXECUTIVE SUMMARY

There is a need to change the schedule of meetings for the City Council in July. Staff is recommending that City Council cancel the meeting of July 8, 2019.

BACKGROUND

Staff is able to consolidate the agenda items to the first and third meetings in July 2019. Staff is recommending that City Council consider canceling the meeting of July 8, 2019. Given adequate notice, staff will be able to amend the timing of actions coming forward so that operations will not be affected by the cancellation.

FISCAL IMPACT

None.


REASON FOR RECOMMENDATION

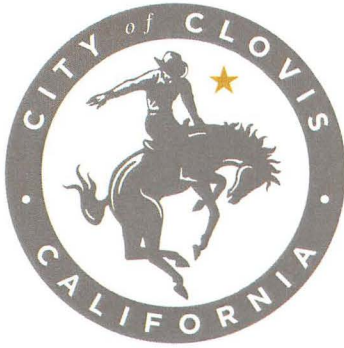
Pursuant to the Clovis Municipal Code, the City Council meets in regular session on the first, second, and third Monday of each month, except when those Mondays occur on a recognized City holiday. The City Council needs to confirm any change to the schedule of meetings in order to properly notice the public of the City Council's schedule of meetings.

ACTIONS FOLLOWING APPROVAL

A revised schedule of meetings will be published in conformance with law.

Prepared by: Jacquie Pronovost, Exec. Asst.

Submitted by: Luke Serpa, City Manager 



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: July 1, 2019

CLOSED SESSION - A "closed door" (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

None.

Please direct questions to the City Manager's office at 559-324-2060.