

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 20/06-15

Date/Time: June 15, 2020/6:00 p.m.

***SPECIAL NOTICE DUE TO COVID-19 MEETING WILL BE HELD VIA TELECONFERENCE ONLY – THE MEETING WILL NOT BE OPEN TO THE PUBLIC**

**PURSUANT TO PARAGRAPH 11 OF EXECUTIVE ORDER N-25-20,
EXECUTED BY THE GOVERNOR OF CALIFORNIA ON MARCH 12, 2020**

Members of the public who wish to address the Council may do so by submitting a written comments to the Deputy Clerk via email deputyclerk@ci.firebaugh.ca.us Please provide: Council Meeting Date, Item Number your comment are pertaining to, Name, Email and comment, no later than 3:00 PM the day of the meeting.

***Pursuant to Government Code Section 54953 (b)(2), all action taken during this teleconferenced meeting shall be by roll call vote.**

Join Zoom Meeting

<https://us02web.zoom.us/j/83751882194?pwd=MTQ5VlVndnFiTmdNN2w2QlIKZHBNQT09>

Meeting ID: 837 5188 2194

Password: 851660

One tap mobile: 1-669-900-9128

CALL TO ORDER

ROLL CALL

Mayor Elsa Lopez
Mayor Pro Tem Freddy Valdez
Council Member Brady Jenkins
Council Member Felipe Pérez
Council Member Marcia Sablan

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing 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 Deputy City Clerk's office, during normal business hours.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

PRESENTATION

PUBLIC COMMENT

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

1. APPROVAL OF MINUTES – The City Council regular meeting on June 1, 2020.

2. WARRANT REGISTER – Period starting May 1, and ending on May 31, 2020.

May 2020	General Warrants	#39693 - #39800	\$ 635,241.11
	Payroll Warrants	#71280 - #71298	\$ 120,473.27
TOTAL			\$ 755,714.38

PUBLIC HEARING

3. ORDINANCE NO. 20-03 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING CHAPTER 8 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO THE BUILDING AND HOUSING CODES – SECOND READING.

Recommended Action: Council receives public comment & approves Ord. No. 20-03.

NEW BUSINESS

4. RESOLUTION NO. 20-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN INCREASE IN FUNDING AND THE EXECUTION OF GRANT AMENDMENTS THERETO FOR THE 17-CDBG-12016 STATE CONTRACT FOR FUNDING YEAR 2017 OF THE STATE CDBG PROGRAM.

Recommended Action: Council receives public comment & approves Res. No. 20-23.

5. RESOLUTION NO. 20-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE ELECTION AND PERMIT THE COUNTY CLERK/REGISTRAR OF VOTERS OF FRESNO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY OF FIREBAUGH RELATING TO THE CONDUCT OF THE MUNICIPAL ELECTION TO BE HELD IN THE CITY OF FIREBAUGH, NOVEMBER 3, 2020, AND APPROPRIATING FUNDS TO PAY FOR SAID SERVICES.

Recommended Action: Council receives public comment & approves Res. No. 20-24.

6. RESOLUTION NO. 20-25 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A REIMBURSEMENT AGREEMENT BETWEEN CITY OF FIREBAUGH, CALIFORNIA COMMUNITY BUILDERS, INC. ("CCB") AND HABITAT FOR HUMANITY FRESNO INC. ("HFH").

Recommended Action: Council receives public comment & approves Res. No. 20-25.

7. RESOLUTION NO. 20-26 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.

Recommended Action: Council receives public comment & approves Res. No. 20-26.

8. RESOLUTION NO. 20-27 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES.

Recommended Action: Council receives public comment & approves Res. No. 20-27.

9. **RESOLUTION NO. 20-28 - A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO ORDER ASSESSMENTS DISTRICT NO. 1 (PURSUANT TO LANDSCAPING AND LIGHTING ACT OF 1972.**

Recommended Action: Council receives public comment & approves Res. No. 20-28.

10. **RESOLUTION NO. 20-29 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ADOPTING ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2020/2021.**

Recommended Action: Council received public comments & approves Res. No. 20-29.

11. **RESOLUTION NO. 20-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE CITY OF FIREBAUGH'S BUDGET FOR FISCAL YEAR 2020 – 2021.**

Recommended Action: Council received public comments & approves Res. No. 20-30.

12. **RESOLUTION NO. 20-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FINAL MAP AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CEN CAL BUILDERS AND DEVELOPERS, INC. FOR DEVELOPMENT OF TRACT 6252.**

Recommended Action: Council received public comments & approves Res. No. 20-31.

13. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS PLACING A TAX MEASURE FOR CANNABIS BUSINESSES ON THE BALLOT FOR THE NOVEMBER 3, 2020 GENERAL ELECTION.**

Recommended Action: Council receives public comment & gives direction.

14. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS THE STATUS OF THE 2020 CANTALOUPE ROUND-UP.**

Recommended Action: Council receives public comment & gives direction.

15. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS THE STATUS OF THE GREAT PLATES PROGRAM.**

Recommended Action: Council receives public comment & gives direction.

CLOSED SESSION

16. **Government Code Section 54957.6.**
CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED & UNREPRESENTED EMPLOYEES
City Negotiator: Ben Gallegos
Employee Organizations: Police & Public Works bargaining units and all unrepresented positions

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, June 12, 2020 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 20/06-01

**PURSUANT TO PARAGRAPH 11 OF EXECUTIVE ORDER N-25-20,
EXECUTED BY THE GOVERNOR OF CALIFORNIA ON MARCH 12, 2020**

City Council Meeting held via teleconferencing

***Pursuant to Government Code Section 54953 (b)(2), all action taken during this teleconferenced meeting shall be by roll call vote.**

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: June 1, 2020/6:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Lopez at 6:00 p.m.

ROLL CALL
Mayor Elsa Lopez
Mayor Pro Tem Freddy Valdez
Council Member Marcia Sablan
Council Member Brady Jenkins
Council Member Felipe Pérez

ABSENT:

OTHERS: City Attorney Jim Sanchez; City Manager/Acting Public Works Director, Ben Gallegos; Deputy Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza & Fire Chief, John Borboa.

PLEDGE OF ALLEGIANCE Council Member Sablan led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Valdez, second by Council Member Sablan; motion passed by 5-0 vote.

PUBLIC COMMENT

None, No comments were submitted. City Manager Gallegos added, that Cen Cal asked to be placed on the agenda but didn't submit information.

PRESENTATION

- Division of Drinking Water, State Water Resources Control Board discussed Administrative Program and appointing an Administrator, which would help as a funding source with the Las Deltas Water District. City Attorney would work on an agreement, if Council is interested in participating, to address the concerns of the City's liability as an Administrator.

CONSENT CALENDAR

1. APPROVAL OF MINUTES – The City Council regular meeting on May 18, 2020.
2. APPROVAL OF MINUTES – The City Council special meeting on May 22, 2020.

Motion to approve consent calendar by Council Member Valdez, second by Council Member Perez; motion passed by 5-0 vote.

PUBLIC HEARING

3. **ORDINANCE NO. 20-03 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING CHAPTER 8 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO THE BUILDING AND HOUSING CODES – FIRST READING.**

Motion to approve to waive the first reading of Ord. No. 20-03 by Council Member Valdez, second by Council Member Sablan; motion passed by 5-0 vote.

NEW BUSINESS

4. **RESOLUTION NO. 20-21 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING A GRANT OF EASEMENT FOR PUBLIC UTILITY PURPOSES (APNs 008-042-13T, 008-051-06T, 008-051-08T, 008-052-01T, 008-052-15T).**

Motion to accept Resolution No. 20-21 by Council Member Sablan, second by Council Member Perez; motion passed by 5-0 vote.

5. **RESOLUTION NO. 20-22 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH ACCEPTING A GRANT OF EASEMENT FOR SPECIFIC UTILITY PURPOSES (APNs 008-042-18T & 008-042-27T).**

Motion to accept Resolution No. 20-22 by Council Member Sablan, second by Council Member Jenkins; motion passed by 5-0 vote.

6. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS THE STATUS AND OPERATION OF THE CITY COUNCIL MEETING.**

Discussion whether to return & resume City Council Meeting at the Community Center or to continue with Zoom and provide information to public to participate in the meeting.

Informational Item only

7. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO CONSIDER AND DISCUSS THE STATUS OF THE 2020 CANTALOUPE ROUND-UP.**

Consensus of the Council, is to not cancel the event but consider delaying the event to a later date.

Informational Item only, item continued to future agendas to discuss.

8. **ADMINISTRATIVE REPORT – FY 2020/21 STREET & GRANT FUND BUDGETS – PRELIMINARY PRESENTATION.**

➤ **Street Revenue and Expense**

- Fund 013 - Road Maintenance & Rehabilitation Account (RMRA), will rehab roadway on Helm Canal Road, between Poplar & Birch Dr., and do sealing at various locations in the K-Hovnanian subdivision.
- Fund 028 - Transportation Development Act (TDA) Fund, will be performing walkway repair on 8th Street, from "P" St to Hwy 33, and fund a match of 11.47% with Fund 128. City Match of \$35,000 for Construction on 8th St. of sidewalk with additional cost coming from Fund 128. Preliminary Engineering work for repaving of Cardella St. from Landucci Dr. to Morris Kyle is \$30,000 (line item 4102 & Construction Engineering of \$30,000 on line item 4103).
- Fund 035 - Measure C, will fund construction to repave Cardella St., (\$390,000 line item 4101), estimated total cost is \$488,000, & shared funding will come from Fund 028 Transportation Development Act (TDA).

- **Open Grants:** Fund 078 – Highway 33, Fund 124 – VFW and Sewer Replacement, Fund 127 – Pedestrian Walkway – Poso Canal near the River Park and Maldonado Park entrance at Zozaya Street and Father Craig, Fund 128 – Pedestrian Walkway – 8th Street from "P" Street to Highway 33, Fund 129 – Wastewater Treatment Plant Improvement, Fund 131 – Waterline Replacement – Various location in the area of Zozaya Street, "T" Street, Mendoza and Logue Street, Fund 132 – Multi-Benefit Flood Management Project, Fund 133 – Cares Act Airport

3-06-0346-008-2020, Fund 134 – Tobacco Grant Program – Firebaugh-Las Deltas School District; Three year grant.

Informational Item only

STAFF REPORTS

- **Police Chief Sal Raygoza** – COVID-19 update, an email was sent to Council Member regarding number of cases, a new executive order will be released, and the City will follow the State & Health Department guidelines. Firebaugh has done a great job maintaining at 19 cases for a long time, with only one active case. The department has confiscated a large amount of methamphetamine in town, and assisted Mendota with a similar drug bust, DUI 's are also up, not sure if it's the stimulus checks or where there coming from that is causing the spike.
- **City Manager, Ben Gallegos** – Today was the first day of the Great Plates Delivery Program, Don Pepe's & Blue Flame are participating in the program, the food looks delicious. Greystone Estates is building their homes, the City is painting wall to match, we're hoping the homeowners in the area, will make repairs to their homes. Friday, will be a walk-through for the solar project.
- **Deputy City Clerk, Rita Lozano** – Received & working on Public Request Acts*, Election Office will not accept candidate filling for the November Election, due to COVID-19, so they will file at City Hall. It will be the first time the City will accept filing, but Election Office will offer training.
- **City Attorney James Sanchez** – Update on the open cases, and appeal case.
- **Finance Director, Pio Martin** – Staff to open City Hall on Monday, Plexiglas has been places, as of July 1st, all fees & charges will be re-implemented again, because it has costly to the city.
- **Council Member Sablan** – asked where the city purchased the Plexiglas, because it's expensive & she is looking to purchase some for the Children's Corner? City Manager Gallegos, replied the City paid \$270 for two 3x3 pieces from Firebaugh Towing. Would like to have the State Water Administrator Program on the next agenda.
- **Mayor Lopez** – Asked with the Elections coming in November, would council want to discuss placing the tax on the ballot for cannabis businesses? Mr. Moses Stites was very helpful & sent drivers to do deliveries for the Great Plates Program. Inquired about an update on the River Camp this year. Council Member Sablan stated, she is on the board and they're planning to go forward with the event, but will limit 15 local kids per week. A woman from Mendota asked Mayor Lopez for help to provide hand sanitizer for people attending church, so she is working on purchasing them bulk & is seeking donations. The Church is looking to schedule & resume masses on June 13th.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

Motion to enter Close Session @ 7:29 pm, by Council Member Valdez, second by Council Member Perez; motion pass by 5-0 vote.

CLOSED SESSION

9. **Government Code Section 54957.6.**
CONFERENCE WITH LABOR NEGOTIATORS: ALL REPRESENTED & UNREPRESENTED EMPLOYEES
City Negotiator: Ben Gallegos
Employee Organizations: Police & Public Works bargaining units and all unrepresented positions

Motion to enter Open Session @ 7:34 pm, by unanimous vote.

ANNOUNCEMENT AFTER CLOSED SESSION: *No Action Taken*

ADJOURNMENT: *Motion adjourn by unanimous .vote at 7:35 p.m.*



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: June 15, 2020

SUBJECT: Warrant Register Dated: May 1, 2020 – May 31, 2020

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

MAY 1, 2020 – MAY 31, 2020

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 39693 – #39800	\$ <u>635,241.11</u>
PAYROLL WARRANTS.....	# 71280 – #71298	\$ <u>120,473.27</u>
TOTAL WARRANTS.....		\$ 755,714.38

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
39693	5/4/2020	CITY OF FIREBAUGH	\$ 43,749.28	ME CHECK APRIL 2020
39694	5/4/2020	FERNANDO CAMPA	\$ 250.00	HEALTH INSURANCE STIPEND
39695	5/4/2020	CORELOGIC SOLUTIONS, LLC.	\$ 206.00	REALQUEST APRIL 2020
39696	5/4/2020	GOLDEN ONE CREDIT UNION	\$ 1,666.66	JOHN BORBOA MONTHLY STIPEND
39697	5/4/2020	BRADY JENKINS	\$ 300.00	SALARY ATTENDANCE COUNCIL MTG
39698	5/4/2020	RODDY A. LAKE	\$ 306.29	POLICE MEDICAL RETIREE
39699	5/4/2020	SANDRA J. MARQUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
39700	5/4/2020	MID-VALLEY DISPOSAL	\$ 28,376.33	SERVICES PERFORMED MAY 2020
39701	5/4/2020	RICARDO MONAY	\$ 250.00	HEALTH INSURANCE STIPEND
39702	5/4/2020	CSG CONSULTANTS, INC.	\$ 1,645.33	BUILDING PLAN REVIEW SERVICE
39703	5/4/2020	RODOLFO TABARES	\$ 250.00	HEALTH INSURANCE STIPEND
39704	5/4/2020	U.S. POSTMASTER	\$ 827.50	UTILITY BILLING MAY 2020
39705	5/4/2020	ALFRED VALDEZ	\$ 300.00	SALARY ATTENDANCE COUNCIL MTG
39706	5/4/2020	APRIL MAGALLANES	\$ 20.69	MQ CUSTOMER REFUND
39707	5/4/2020	E. MARIA OLIVAS	\$ 58.09	MQ CUSTOMER REFUND
39708	5/6/2020	CITY OF FIREBAUGH	\$ 101,264.94	PAYROLL ENDING 05/01/2020
39709	5/8/2020	AGRI-VALLEY IRRIGATION LL	\$ 107.07	CITY HALL ADAPTER MALE
			\$ 9.28	ADAPTER MALE SCHEDULE/COUPLER
			\$ 4.45	CAPE SCHEDULE
			\$ 14.42	ISLAND REPAIR ELBOW/CEMENT
		Check Total:	\$ 135.22	
39710	5/8/2020	AT&T	\$ (37.01)	CREDIT ON SENIOR CENTER
			\$ 275.98	ALL DEPT TELEPHONE SERVICE
		Check Total:	\$ 238.97	
39711	5/8/2020	SEBASTIAN	\$ 59.95	SENIOR CENTER ALARM MONITOR

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check Number</u>	<u>Check Date</u>	<u>Name</u>	<u>Net Amount</u>	<u>Description</u>
39712	5/8/2020	COLLINS & SCHOETTLER	\$ 2,635.00	CITY PLANNING MARCH 2020
			\$ 1,891.25	CITY PLANNING APRIL 2020
		Check Total:	\$ 4,526.25	
39713	5/8/2020	FRESNO COUNTY EDC	\$ 4,000.00	2020 FIREBAUGH RETAIL MARKET
39714	5/8/2020	FIREBAUGH GLASS	\$ 350.00	PW#32 BACK WINDOW
39715	5/8/2020	FRESNO-MADERA AREA AGENC	\$ 59.54	02/20 NON USDA QUALIFIED
39716	5/8/2020	GOODALL TRUCKING, INC.	\$ 1,598.03	COLD MIX MATERIAL
			\$ 1,707.30	COLD MIX/BASE ROCK MATERIAL
		Check Total:	\$ 3,305.33	
39717	5/8/2020	GUTHRIE PETROLEUM, INC.	\$ 1,188.18	BULK UNLEADED GASOLINE
			\$ 540.04	BULK UNLEADED GASOLINE
			\$ 445.03	BULK UNLEADED GASOLINE
			\$ 793.95	BULK DIESEL FUEL
			\$ 555.15	BULK UNLEADED GASOLINE
			\$ 1,383.47	BULK DYED DIESEL FUEL
		Check Total:	\$ 4,905.82	
39718	5/8/2020	HINDERLITER, deLLAMAS	\$ 3,600.00	CANNABIS MANAGEMENT PROGRAM
			\$ 2,700.00	CANNABIS MANAGEMENT PROGRAM
		Check Total:	\$ 6,300.00	
39719	5/8/2020	INTERGRATED DESIGNS BY	\$ 9,000.00	FIREBAUGH VFW BUILDING
			\$ 4,950.00	FIREBAUGH VFW BUILDING
			\$ 2,250.00	FIREBAUGH POLICE STATION
			\$ 6,052.50	FIREBAUGH FIRE STATION
		Check Total:	\$ 22,252.50	
39720	5/8/2020	JORGENSEN COMPANY	\$ 865.76	FIRE EXT. ANNUAL MAINTENANCE
39721	5/8/2020	LEAGUE OF CA CITIES SSJVD	\$ 5,111.00	MEMBERSHIP DUES
39722	5/8/2020	MANUELS TIRE SERVICE, INC	\$ 16.26	RADIAL PATCH
			\$ 115.31	RADIAL PATCH/MR TUBE
			\$ 16.26	PD-RADIAL PATCH
			\$ 29.26	RADIAL PATCH
			\$ 101.25	GATER/WWP 3 TUBES
			\$ 18.00	PD-TIRE DISPOSAL
			\$ 375.50	ATLAS/AD100 RADIAL
		Check Total:	\$ 671.84	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39723	5/8/2020	SALVADOR MARTINEZ	\$ 408.71	REIMBURSEMENT OF FACILITY
39724	5/8/2020	MID-VALLEY DISPOSAL	\$ 307.00	8000 HELM CANAL RD
			\$ 66.26	1800 HELM CANAL RD
			\$ 76.26	1325 O STREET NEW PD
		Check Total:	\$ 449.52	
39725	5/8/2020	PACIFIC GAS & ELECTRIC	\$ 34,601.25	ALL DEPTS #7355932148-1
39726	5/8/2020	PECK'S PRINTERY	\$ 1,506.25	WINDOW ENVELOPES W/ PRESORT
39727	5/8/2020	PINNACLE PUBLIC FINANCE,	\$ 62,922.18	CITY OF FIREBAUGH WTR REVENUE
39728	5/8/2020	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE MACHINE REFILL
39729	5/8/2020	QUINN COMPANY, INC.	\$ 325.00	TROUBLESHOOT AND REPAIR AIR
39730	5/8/2020	ADRIAN SANTOYO	\$ 175.00	REIMBURSEMENT OF FACILITY
39731	5/8/2020	SPARKLETTS	\$ 204.73	CITY HALL/SENIOR CTR/PD/PW
			\$ 198.40	CITY HALL/SENIOR CENTER/PW
		Check Total:	\$ 403.13	
39732	5/8/2020	TECH MASTER MANAGEMENT	\$ 300.00	TREATMENT TREES AND BUSER
39733	5/8/2020	THARP'S FARM SUPPLY	\$ 7.50	SENIOR CENTER-ADHESIVE SEALANT
			\$ 6.36	COVERALLS
			\$ 8.68	SPRAY RIG FOR WEED
			\$ 76.32	SAFETY GLASSES FOR OFFICE
			\$ 9.94	CITY HALL PVC BALL
			\$ 24.94	FILTER
			\$ 15.00	GLOVES
			\$ 14.03	PW SHOP
			\$ 0.56	HOSE BARB POLY
			\$ 15.63	GASKET
			\$ 38.85	STAR PREMIER PLUG
			\$ 2.04	SPRAY BOTTLES FOR BLEACH
			\$ 2.31	LOCKWASHER/FLATWASHER/BOLT
			\$ 25.89	LOCK
			\$ 13.91	PD-STEEL DOORPULL
			\$ 31.11	TAPE
			\$ 79.52	TRUCK #32 LOPPER
			\$ 8.95	PD-WORKGLOVES
			\$ 12.42	PD-CABLE TIES
			\$ 4.05	CITY HALL BOWL WAX

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39733	5/8/2020	THARP'S FARM SUPPLY	\$ 16.57	WATER-KEYS
			\$ 1.62	MOWER KEYS
			\$ 38.01	PW BACKHOW-COUPLER/HYDRAULIC
			\$ 4.86	RANGE KEYS
			\$ 5.24	PD-FUSE
			\$ 1.73	ROLLPINS/METER VALVE
			\$ 52.91	HAND SANITIZER
			\$ 4.05	BLADE FUSE
			\$ 6.64	PW SHOP-POLYTHLENE
			\$ 8.30	PW GENERATOR-DPLX RCPT
			\$ 24.77	DISC REPAIR-CAPSCREW/NUT
			\$ 8.69	PW SHOP-OIL FILTER
			\$ 19.54	TRUCK#10 COMPRESSOR-GAGE
			\$ 69.72	PW TRUCK#10-FILTER/NIPPLE
			\$ (68.90)	TRUCK#10-FILTER
			\$ 1.24	SCHEDULE CAP
			\$ 10.58	TRUCK#32-SAFETY GLASS
			\$ 16.36	PW GENERATOR-BREAKER
		Check Total:	\$ 619.94	
39734	5/8/2020	THOMASON TRACTOR COMPAN	\$ 755.77	MISTBLOWER
			\$ 9.20	PW SHOP-OIL
			\$ 88.13	MOWER-MODULE
			\$ 39.90	PW SHOP-SUPERCUT
			\$ 47.78	MOWER-BLADE
			\$ 18.66	PW SHOP-OIL FILTER
			\$ 152.47	PW SHOP-STARTER MOTOR
			\$ 39.17	Z TRACK MOWERS-PLUG SHIELD
		Check Total:	\$ 1,151.08	
39735	5/8/2020	THE NEIL JONES FOOD CO.	\$ 300.00	REIMBURSEMENT OF FACILITY
39736	5/8/2020	USA BLUEBOOK	\$ 380.40	THERMOMETER
			\$ 200.91	COVERALLS/MASK/GOGGLE
			\$ 44.38	COVERALLS/MASK/GOGGLE
			\$ 197.55	COVERALLS/MASK RESPIRATOR
			\$ 145.61	COVERALLS 2XL
			\$ 433.19	HAND SANITIZER
		Check Total:	\$ 1,402.04	
39737	5/8/2020	U.S. BANK EQUIPMENT FINAN	\$ 1,030.11	RNT/LEASE EQUIP
39738	5/8/2020	DATAPATH	\$ 992.50	MONTHLY SERVICE MAY 2020
39739	5/14/2020	ADAMS ASHBY GROUP, LLC	\$ 5,970.00	GENERAL ADMIN VFW HALL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39740	5/14/2020	SYNCB/AMAZON	\$ 107.96	PD-THERMOMETER
			\$ 35.62	PD OFFICE SUPPLIES
		Check Total:	\$ 143.58	
39741	5/14/2020	AUTOZONE COMMERCIAL (1379	\$ 118.95	PW DURALAST BATTERY
			\$ (118.95)	RETURN PW BATTERY
			\$ 4.11	PW SHOP MOWER FUEL FILLER
			\$ 33.13	PW TRUCK#40-PIPE
			\$ 12.32	SWEEPER-ELBOW/ADAPTER
			\$ 27.84	PD#8-BULBS
			\$ (6.00)	PW #40 ADAPTER CREDIT
			\$ 29.27	PD#10 DURALAST CAM/CRANK
			\$ (29.27)	PD#10-DURALAST CAM/CRANK
			\$ 14.04	PW SHOP-ENGINE DEGREASER
			\$ (14.04)	PW SHOP-ENGINE DEGREASER
			\$ 12.01	PW SHOP-BRAKE CLEANER
			\$ 16.83	PW#40-OIL LEVEL DIP STICK
			\$ (16.83)	PW#40 OIL LEVEL DIP STICK
			\$ 52.41	PW CHALLENGER STI LEAK/DY
			\$ 167.36	PW SHOP-CHALLENGER VACUUM
			\$ (167.36)	PW CHALLENGER VACUUM PUMP
			\$ 50.23	PW DIXON SEWER PLANT MOWER
			\$ 52.77	PW#23-HYDRAULIC OIL
			\$ 36.13	PD#6 HEADLIGHT KIT
			\$ 49.10	PD#8-SEAT CUSHION/UNIVERSAL
			\$ 22.67	PD#2 BULB
			\$ 41.89	PW CHALLENGER STIP LEAK
		Check Total:	\$ 388.61	
39742	5/14/2020	CALIFORNIA POLICE CHIEFS	\$ 348.00	MEMBERSHIP RENEWAL CHIEF
39743	5/14/2020	COMCAST	\$ 678.78	PD INTERNET #909093831
39744	5/14/2020	COMMUNITY MEDICAL CENTER	\$ 175.00	MARCH 2020 BLOOD DRAWS
39745	5/14/2020	FIREBAUGH AUTO REPAIR	\$ 160.00	PD#4-MT 25
			\$ 85.00	PW NOAH'S TRUCK-OIL AND FILTER
		Check Total:	\$ 245.00	
39746	5/14/2020	FIRST BANKCARD	\$ 20.60	PD-HOMEDEPOT WOOD
			\$ 971.19	BEN-RELIABLE TRANSLATIONS
			\$ 98.82	PD-HARBOR FREIGHT TOOL
			\$ 91.76	PIO-AMAZON STAFF THERMOMETER
			\$ 54.07	PIO-PLAZA FLOWER SHOP FUNERAL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39746	5/14/2020	FIRST BANKCARD	\$ 5.00	PIO-DYN.COM CHARGE
Check Total:			\$ 1,241.44	
39747	5/14/2020	LAURA FRANCO	\$ 175.00	APPLICATION FEE REIMBURSEMENT
			\$ 300.00	FACILITY RENTAL REIMBURSEMENT
Check Total:			\$ 475.00	
39748	5/14/2020	FRESNO COUNTY TREASURER	\$ 93.72	20-PRISONER PROCESSING FEE
			\$ 162.24	ACCESS FEES APRIL 2020
Check Total:			\$ 255.96	
39749	5/14/2020	FRESNO OXYGEN	\$ 71.60	PW-SHOP
39750	5/14/2020	GALLS, LLC	\$ 837.08	UNIT#10/#6 SPOTLIGHT & SIGNAL
39751	5/14/2020	HELENA AGRI-ENTERPRISES,	\$ 231.77	WATER SITE#1 WARRIOR II
39752	5/14/2020	MICHAEL MOLINA	\$ 100.00	WORK BOOTS REIMBURSEMENT
39753	5/14/2020	MOORE TWINING ASSOCIATES,	\$ 3,635.00	PROFESSIONAL SERVICES
39754	5/14/2020	O'REILLY AUTOMOTIVE, INC.	\$ 73.89	PD#6 POWER WINDOW
39755	5/14/2020	PACIFIC GAS & ELECTRIC	\$ 48.92	FIRE DEPT #3228327255-0
39756	5/14/2020	PECK'S PRINTERY	\$ 458.89	NO 10 WINDOW ENVELOPES
39757	5/14/2020	PROFORCE	\$ 1,369.12	REPLACEMENT TASERS
39758	5/14/2020	QUILL CORPORATION	\$ 49.22	PD-BLEACH
			\$ 211.16	PD-PULL PAPERTOWELS
			\$ 28.06	RITA-SHEET PROTECTORS
Check Total:			\$ 288.44	
39759	5/14/2020	STAPLES BUSINESS CREDIT	\$ 63.75	PD-MEDICAL SUPPLIES
39760	5/14/2020	UNIFIRST CORPORATION	\$ 91.91	SHOP
			\$ 91.91	SHOP
			\$ 91.91	SHOP
			\$ 92.41	SHOP
Check Total:			\$ 368.14	
39761	5/14/2020	ZEE MEDICAL SERVICE CO.	\$ 137.34	PD HAND SANITIZER

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39762	5/20/2020	CITY OF FIREBAUGH	\$ 92,719.44	PAYROLL ENDING 05/15/2020
39763	5/21/2020	SYNCB/AMAZON	\$ 185.26	PD -MICROSOFT SURFACE PEN
			\$ 2,864.22	PD-MICROSOFT PRO 7'
			\$ 865.64	PD-APPLE IPAD PRO
			\$ 97.08	PD-JANITORIAL SUPPLES
			\$ 80.65	PD-8 TURBOFORCE AIR FANS
			\$ 36.70	PD-STYLUS PEN
Check Total:			\$ 4,129.55	
39764	5/21/2020	ANIMAL HEALTH & SANITARY	\$ 400.89	TRIPLE TWO 4/1 GALLON
39765	5/21/2020	AT&T MOBILITY	\$ 557.43	PD INTERNET/CELL PHONES
39766	5/21/2020	AT&T	\$ 906.99	ALL DEPTS INTERNET/TELEPHONE
39767	5/21/2020	AT&T	\$ 163.20	FIRE DEPT INTERNET SERVICE
39768	5/21/2020	BOUND TREE MEDICAL, LLC	\$ 37.99	FD-COLD PACK INSTANT
39769	5/21/2020	BSK & ASSOCIATES, INC.	\$ 45.00	LAB ANALYSIS
			\$ 260.00	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 135.00	LAB ANALYSIS
			\$ 452.50	LAB ANALYSIS
			\$ 270.00	LLAB ANALYSIS
			\$ 46.89	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 55.00	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 46.89	LAB ANALYSIS
			\$ 34.38	LAB ANALYSIS
			\$ 112.56	LAB ANALYSIS
			\$ 130.00	LAB ANALYSIS
			\$ 34.38	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
Check Total:			\$ 1,867.64	
39770	5/21/2020	CASCADE FIRE EQUIPMENT CO	\$ 5,053.23	FD-CYLINDER,CARBON
39771	5/21/2020	FIRST BANKCARD	\$ 74.49	FD-AMAZON DISINFECTANT WIPES
			\$ 8.64	FD-FAMILY DOLLAR CHARGING
			\$ 45.35	FD-AMAZON DISPOSABLE GLOVES
			\$ 21.60	FD-FAMILY DOLLAR SHOWER REPAIR

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39771	5/21/2020	FIRST BANKCARD	\$ 566.87	FD-TEQUIPMENT BATTERY
			\$ 12.95	FD-AMAZON HOLSTER BELT CLAMP
			\$ 103.64	FD-AMAZON DISPOSABLE MASKS
			\$ 66.40	FD-AMAZON SAW BLADES
			\$ 37.06	FD-AMAZON BATTERIES
			\$ 106.88	FD-AMAZON SAFETY GOGGLES
		Check Total:	\$ 1,043.88	
39772	5/21/2020	FIREBAUGH GLASS	\$ 175.00	PD UNIT#16 WINDSHIELD
39773	5/21/2020	GRAND FLOW	\$ 1,578.31	UTILITY LASER BILLING PAPER
39774	5/21/2020	KER WEST, INC. DBA	\$ 80.00	PUBLIC NOTICE-AMENDMENT
39775	5/21/2020	PIO MARTIN	\$ 258.03	REIMBURSEMENT FOR SIGNS
39776	5/21/2020	NICHOLS CONSULTING	\$ 825.00	STATE MANDATED COST CONSULT
39777	5/21/2020	NORTHSTAR CHEMICAL	\$ 2,118.53	SODIUM HYPOCHLORITE BULK
39778	5/21/2020	O'REILLY AUTOMOTIVE, INC.	\$ 84.95	PD#11 SENSOR
39779	5/21/2020	PACIFIC GAS & ELECTRIC	\$ 423.99	TOMA TEK POND #10
39780	5/21/2020	CSG CONSULTANTS, INC.	\$ 4,526.62	BUILDING PLAN REVIEW SERVICE
39781	5/21/2020	JOHN SANCHEZ	\$ 69.99	WORK BOOTS REIMBURSEMENT
39782	5/21/2020	CLAUDIA SOLIS	\$ 210.00	FIREBAUGH FACEBOOK APRIL
39783	5/21/2020	VERIZON WIRELESS	\$ 38.01	BRADY'S TABLET INTERNET
39784	5/28/2020	AT&T MOBILITY	\$ 761.54	CITY EMPLOYEE CELL PHONES
39785	5/28/2020	FRANCISCO GARCIA	\$ 3,000.00	WATER TANK PAINTING PROJECT
39786	5/28/2020	GARY V. BUFKIN COMPUTER C	\$ 13,500.00	UPGRADE BUILDING PERMITS
39787	5/28/2020	CORBIN WILLITS SYSTEMS	\$ 1,051.58	ADMINISTRATION C/W SERVICE
39788	5/28/2020	EWING IRRIGATION PRODUCTS	\$ 401.64	PART-BATTERY CNTRL
39789	5/28/2020	GOODALL TRUCKING, INC.	\$ 1,704.12	COLD MIX/BASE ROCK MATERIAL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39790	5/28/2020	GOUVEIA ENGINEERING, INC.	\$ 70.88	705.10 POLICE/FIRE BUILDING
			\$ 378.00	710.03 DBE PLAN-ADA COMPLIANCE
			\$ 294.00	720.01 PLANNING GENERAL
			\$ 177.19	725.01 PUBLIC WORKS GENERAL
			\$ 318.75	725.12 TASK 1 MULTI BENEFIT
			\$ 7,470.00	725.12 TASK 2 MULI-BENEFIT
			\$ 3,740.00	730.08D CDBG SEWER LINE REPAIR
			\$ 44,145.00	730.09 SRF WWTP DESIGN
			\$ 286.13	740.01 WATER GENERAL
			\$ 798.00	745.01 STREETS GENERAL
			\$ 1,290.48	745.24D STPL-5224(024) 8T
			\$ 1,734.04	745.25D CML-5224(023)POSO CANAL
			\$ 78.75	745.26C RABE,DIAZ & REV KANTOR
			\$ 55.13	775.10 LOT LINE ADJ 2019-
			\$ 616.13	775.11-1 WHCCD-9TH ST
			\$ 569.38	775.11-2 WHCCD LOT MERGER
			\$ 864.19	775.11-3 WHCCD-UTILITY EA
			\$ 7,039.85	780.02 CENCAL BUILDERS
			\$ 6,455.50	780.03-1 GREYSTONE ESTS PH1
			\$ 2,563.31	780.03-2 GREYSTONE ESTS PH2
			\$ 26.25	780.03-3 GREYSTONE ESTS PH3
			\$ 3,316.67	780.04 WEST HILLS EXPAN OBSERVE
			\$ 73.50	785.03 WEST HILLS EXPANSION
			\$ 354.38	795.11 STBG APPLICATIONS
Check Total:			\$ 82,715.51	
39791	5/28/2020	INTERGRATED DESIGNS BY	\$ 2,250.00	FIREBAUGH POLICE STATION
			\$ 900.00	FIREBAUGH VFW BUILDING
Check Total:			\$ 3,150.00	
39792	5/28/2020	LOZANO SMITH ATTORNEYS A1	\$ 7,600.00	APRIL 2020 LEGAL SERVICES
39793	5/28/2020	VERONICA NAVARRO	\$ 175.00	FACILITY RENTAL REIMBURSEMENT
39794	5/28/2020	PACIFIC GAS & ELECTRIC	\$ 41,284.81	ALL DEPTS #7355932148-1
39795	5/28/2020	PITNEY BOWES #8000-9090-	\$ 520.99	POSTAGE REFILL 05/01/2020
39796	5/28/2020	CSG CONSULTANTS, INC.	\$ 2,232.00	HOUSE BUILDING SERVICES
39797	5/28/2020	QUILL CORPORATION	\$ 22.66	PIO-HEADPHONE SET
			\$ 16.73	YELLOW PAPER BUILDING DEPT
			\$ 10.79	WHITE LETRATAG
Check Total:			\$ 50.18	

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS MAY 1, 2020- MAY 31, 2020

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
39798	5/28/2020	SAN JOAQUIN VALLEY	\$ 501.00	19/20 ANNUAL AIR TOXIC
			\$ 501.00	19/20 ANNUAL AIR TOXIC
			\$ 501.00	19/20 ANNUAL AIR TOXIC
			\$ 501.00	19/20 ANNUAL AIR TOXIC
		Check Total:	\$ 2,004.00	
39799	5/28/2020	TIFCO INDUSTRIES	\$ 254.77	ELECTRICAL TERMINAL/LOCK
39800	5/28/2020	DATAPATH	\$ 350.00	SWITCH REPLACEMENT

ORDINANCE NO. 20-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AMENDING CHAPTER 8 OF THE FIREBAUGH MUNICIPAL CODE RELATING TO THE BUILDING AND HOUSING CODES

The City Council of the City of Firebaugh does hereby ordain as follows:

Section 1. Section 8-1.1 of the Firebaugh Municipal Code is hereby amended to read as follows:

“8-1.1 Adoption by Reference of the Uniform Building Code.

Pursuant to the provisions of section 50022.2 of the Government Code of the State of California, the City Council of the City of Firebaugh does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules, and regulations specified and set forth in the **2019** California Building Code, most recent edition, with appendices thereto, as adopted by the California Building Standards Commission, and said code is hereby adopted by the Council as the Building Code of the City of Firebaugh, for all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of the said building code is, for any reason, held to unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of said code. The City Council hereby declares it would have passed each section, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional, except as said code is specifically changed in this section 8-1. The said building code shall be designated as section 8-1 of Chapter 8 of the Firebaugh City Code.”

Section 2. Section 8-2.1 of the Firebaugh Municipal Code is hereby amended to read as follows:

“8-2.1 Adoption by Reference of the Uniform Electrical Code.

Pursuant to the provisions of section 50022.2 of the Government Code of the State of California, the City Council of the City of Firebaugh does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules, and regulations specified and set forth in the **2019** California Electrical Code, most recent edition, with appendices thereto, as adopted by the California Building Standards Commission, and said code is hereby adopted by the Council as the Electrical Code of the City of Firebaugh, for all intents and purposes and to the same effect as if each every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of said electrical code is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of said code. The City Council hereby declares it would have passed each section, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional, except as said code is specifically changes in this section 8-2. The electrical code shall be designated as section 8-2 of Chapter 8 of the Firebaugh City Code.”

Section 3. Section 8-3.1 of the Firebaugh Municipal Code is hereby amended to read as follows:

“8-3.1 Adoption by Reference of the Uniform Mechanical Code.

Pursuant to the provisions of section 50022.2 of the Government Code of the State of California, the City Council of the City of Firebaugh does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules, and regulations specified and set forth in the **2019** California Mechanical Code, most recent edition, with appendices thereto, as adopted by the California Building Standards Commission, and said code is hereby adopted by the Council as the Mechanical Code of the City of Firebaugh, for all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of the said Mechanical Code is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of said code. The City Council hereby declares it would have passed each section, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional, except as said code is specifically changed in this section 8-3. The said Mechanical Code shall be designated as section 8-3 of Chapter 8 of the Firebaugh City Code.”

Section 4. Section 8-4.1 of the Firebaugh Municipal Code is hereby amended to read as follows:

“8-4.1 Adoption by Reference of the Uniform Plumbing Code.

Pursuant to the provisions of section 50022.2 of the Government Code of the State of California, the City Council of the City of Firebaugh does hereby adopt by specific reference thereto and incorporation herein by said reference, the provisions, rules, and regulations specified and set forth in the **2019** California Plumbing Code, most recent edition, with appendices thereto, as adopted by the California Building Standards Commission, and said code is hereby adopted by the Council as the Plumbing Code of the City of Firebaugh, for all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of said Plumbing Code is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of said code. The City Council hereby declares it would have passed each section, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional, except as said code is specifically changed in this section 8-4. The said Plumbing Code shall be designated as section 8-4 of Chapter 8 of the Firebaugh City Code.”

Section 5. Section 8-7.1 of the Firebaugh Municipal Code is hereby amended to read as follows:

“8-7.1 Adoption by Reference of the Uniform Fire Code.

Pursuant to the provisions of section 50022.2 of the Government Code of the State of California, the City Council of the City of Firebaugh does hereby adopt by specific

reference thereto and incorporation herein by said reference, the provisions, rules, and regulations specified and set forth in the **2019** California Fire Code, most recent edition, with appendices thereto, as adopted by the California Building Standards Commission, and said code is hereby adopted by the Council as the Fire Code of the City of Firebaugh, for all intents and purposes and to the same effect as if each and every section, paragraph, subparagraph, word, phrase or clause contained therein were fully set forth herein. If any section, subsection, sentence, clause or phrase of the said Fire Code is, for any reason, held to be unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of said code. The City Council hereby declares it would have passed each section, clause or phrase thereof, irrespective of the fact that any one (1) or more sections, subsections, sentences, clauses and phrases be declared unconstitutional, except as said code is specifically changed in this section 8-7. The said Fire Code shall be designated as section 8-7 of Chapter 8 of the Firebaugh City Code.”

Section 6. Building permit fees may be established and modified from time to time by resolution of the city council.

Section 7. This ordinance shall take effect thirty days after its adoption.

Section 8. The City Clerk is authorized and directed to cause this ordinance to be codified after its adoption.

Section 9. The City Clerk is further authorized and directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated in the City of Firebaugh within 15 days after its adoption. If a summary of this ordinance is published, then the City Clerk also shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council’s meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing Ordinance No. 20-03 was introduced at a regular meeting of the City Council of the City of Firebaugh on the 1st day of June, 2020, and was passed and adopted at a regular meeting of the City Council on the 15th day of June, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor
City of Firebaugh

Rita Lozano, Deputy City Clerk
City of Firebaugh

CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council

DATE: June 15, 2020

FROM: Ben Gallegos, City Manager

PREPARED BY: Paul Ashby, Adams Ashby Group

SUBJECT: 17-CDBG-12016 VFW Facility

RECOMMENDATION

Approve a resolution increasing the grant amount from CDBG to cover costs associated with the VFW Rehabilitation Project

BACKGROUND

The City was awarded CDBG funding under contract 17-CDBG-12016 for the rehabilitation of the existing VFW Hall and Sewer Line rehabilitation project. In the contract listed above, the City was awarded a total of \$2,164,200 for the VFW Facility. Staff has completed architectural designed and opened bids for the project on March 27th. Three bids were received. Unfortunately, all bids were higher than the funds available thus staff is now requesting additional dollars from CDBG to allow us to move forward with construction of this project.

Based on HCD's recommendations, staff will be submitting a formal request to their Department for additional grant funds in the amount of \$786,878.

PROJECT COSTS

Total Bid Including Add Alternatives	\$2,864,617
Contingency – 10% of construction costs	\$286,461
Architect Fees (design, bidding, CM, etc.)	\$265,000
Soil Testing During Construction	\$35,000
<u>TOTAL</u>	<u>\$3,451,078</u>

W/ ADDITIONAL FUNDS AVAILABLE

03 Public Facility in CDBG Contract	\$2,164,200
21 GA Funds (going to request funds transfer)	\$100,000
03J Sewer Improvements (going to request funds transfer due to reduced scope of work)	\$400,000
Additional Funds Being Requested	\$786,878
<u>TOTAL</u>	<u>\$3,451,078</u>

Staff has already awarded the base contract for this work. The additional monies will ensure the bid alternatives can be completed and an adequate contingency amount is available should unforeseen project costs arise.

DISCUSSION

Should the Council direct staff to proceed with requesting the additional grant funds, a formal letter will be sent to HCD along with the following documents which they have requested:

- Architect Estimate
- Low Bid Received
- Signed Statement of Assurances
- Resolution authorizing the additional grant funds to increase the CDBG contract

Based on conversations with the CDBG Department, staff is hopeful these funds will be approved and awarded.

FISCAL IMPACT

No fiscal impact is expected as a result of this request. If the request is approved, the additional funds would all come in the form of a grant. The entire CDBG contract is grant funded.

RESOLUTION NO. 20-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING AN INCREASE IN FUNDING AND THE EXECUTION OF GRANT AMENDMENTS THERETO FOR THE 17-CDBG-12016 STATE CONTRACT FOR FUNDING YEAR 2017 OF THE STATE CDBG PROGRAM

WHEREAS, the City submitted an application for funding to the Department of Housing and Community Development CDBG program under the 2017 Notice of Funding Availability for the Veterans of Foreign Wars (VFW) Facility Rehabilitation; and

WHEREAS, the City was awarded funding in the amount of \$5,000,000 of which \$2,164,200 for the VFW Facility Rehabilitation project and issued a grant contract, 17-CDBG-12016, by the Department of Housing and Community Development CDBG Program; and

WHEREAS, the costs proposals received to complete the project exceeded the grant funds awarded for the project and additional CDBG funds are required.

BE IT RESOLVED by the City Council of the City of Firebaugh as follows:

SECTION 1:

The City Council has reviewed and hereby approves the increase of funding for the VFW Facility project from CDBG for a total of \$786,878. The amount will be added to the 17-CDBG-12016 contract as follows:

03 VFW Facility	\$2,164,200 (Original Funded Amount) \$786,878 (Requested Addition)
Activity Total	\$2,951,078 (Revised Activity Total)
Total Contract	\$5,786,878 (Revised Contract Total)

SECTION 2:

The City hereby authorizes and directs the City Manager or designee, to sign this request and act on the City's behalf in all matters pertaining to this funding request.

SECTION 3:

If the request is approved, the City Manager, or designee, is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 4:

If the application is approved, the City Manager, or designee, is authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Firebaugh held on June 15, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVE:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

STATE OF CALIFORNIA
City of Firebaugh

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council/Board of Supervisors on this 15th day of June, 2020.

Rita Lozano, Deputy City Clerk
City of Firebaugh,
State of California

RESOLUTION NO. 20-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE ELECTION AND PERMIT THE COUNTY CLERK/REGISTRAR OF VOTERS OF FRESNO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY OF FIREBAUGH RELATING TO THE CONDUCT OF THE MUNICIPAL ELECTION TO BE HELD IN THE CITY OF FIREBAUGH, NOVEMBER 3, 2020, AND APPROPRIATING FUNDS TO PAY FOR SAID SERVICES

WHEREAS, the next Statewide General Election will take place on November 3, 2020; and

WHEREAS, the City Of Firebaugh, will hold a Regular Municipal Election on Tuesday, November 3, 2020, for the election of three (3) Council Members, City Clerk and City Treasurer, each for a full four-year term; and

WHEREAS, it is the desire of the City Council of the City of Firebaugh to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to consolidate said election with the Statewide General Election pursuant to Part 3 of Division 10 of the Elections Code of the State of California (commencing with Section 10400) to be held on the same date and that, within the City of Firebaugh, the precincts, vote center locations, ballot drop box locations, and election officers of the two (2) elections be the same; the County Clerk/Registrar of Voters canvass the returns of the Regular Municipal Election; and the election be held in all respects as if there were only one (1) election; and

WHEREAS, it is the desire of the City Council of the City of Firebaugh to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to render specified services to the City of Firebaugh relating to the conduct of a Municipal Election pursuant to Section 10002 of the Elections Code of the State of California; and

WHEREAS, Section 10002 of the Elections Code of the State of California requires the City of Firebaugh to reimburse the County of Fresno in full for the services performed upon presentation of a bill to the City of Firebaugh.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIREBAUGH:

SECTION 1. Pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Fresno is hereby requested to consent and agree to the consolidation of the Regular Municipal Election and the Statewide General Election on November 3, 2020, for the purpose of the election of members of the City Council to represent the Firebaugh Districts, each for a full four-year term.

SECTION 2. The County Clerk/Registrar of Voters of the County of Fresno is authorized to canvass the returns of the Regular Municipal Election. The election shall be held in all respects as if there were only one (1) election, and only (1) form of ballot shall be used. In accordance with the provisions of Section 10403 of the Elections Code of the State of California, the City Council of the City of Firebaugh acknowledges that the consolidated election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election pursuant to Section 10418 of the Elections Code of the State of California.

SECTION 3. The Board of Supervisors of the County of Fresno is requested to direct the County Clerk/Registrar of Voters to take any and all steps necessary for and related to the holding of the consolidated election in a manner consistent with law, including, without limitation: the provision of all election materials and equipment; publication of notices; the hiring, training and supervision of election officers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying and canvassing of votes; and the certification of election results.

SECTION 4. A sum be appropriated and set aside from the General Funds of the City of Firebaugh to reimburse the County of Fresno in full for the services to be performed as herein requested and that said sum be paid to the County of Fresno upon demand and presentation of a bill to the City of Firebaugh.

The foregoing resolution was approved and adopted by the City Council of the City of Firebaugh at a regular meeting of the City Council held on 15th day of June, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

RESOLUTION NO. 20-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A REIMBURSEMENT AGREEMENT BETWEEN CITY OF FIREBAUGH, CALIFORNIA COMMUNITY BUILDERS, INC. (“CCB”) AND HABITAT FOR HUMANITY FRESNO INC. (“HFH”)

WHEREAS, San Joaquin Development Partnership, LLC (“San Joaquin”) executed an Owner Participation Agreement (“OPA”) on May 5, 2008, with four subsequent amendments and a deed of trust on December 8, 2008 to secure a promissory note of \$150,000 on Assessor’s Parcel Number (“APN”) 007-050-53 and 007-050-54, which are described in Exhibit “A”, to the Redevelopment Agency of the City of Firebaugh (“Agency”) to assist in redevelopment efforts; and

WHEREAS, CCB entered into an OPA on January 13, 2010 and a deed of trust on March 15, 2010 with the Agency to develop a housing project on APN 007-050-016 and secure a promissory note of \$200,000; and

WHEREAS, San Joaquin and CCB were unable to complete the housing projects and desire to assign rights to HFH to allow them to complete an affordable housing project; and

WHEREAS, HFH is experienced in the development of affordable housing and is willing to accept the assignment of the rights and obligations owed by CCB and San Joaquin, including the completion of an affordable housing project; and

WHEREAS, At the request of CCB, San Joaquin and HFH, City will undertake the preparation/processing of documents necessary to effectuate the assignment subject to CCB commitment to reimburse the City for all reasonable legal and administrative costs associated with preparing and processing documents to assign the CCB and San Joaquin obligations related to the real property in Exhibit “A”.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Firebaugh that:

1. The Council approves the Reimbursement Agreement set forth in Exhibit “A”.
2. The Council directs the City Manager to execute and implement the Reimbursement Agreement.

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on June 15, 2020, by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT "A"

REIMBURSEMENT AGREEMENT BETWEEN CITY OF FIREBAUGH, CALIFORNIA COMMUNITY BUILDERS, INC. AND HABITAT FOR HUMANITY FRESNO INC.

This Agreement is made and entered into this ____ day of ____, 2020, by and between the CITY OF FIREBAUGH, a municipal corporation, hereinafter ("City"), CALIFORNIA COMMUNITY BUILDERS, INC., hereinafter ("CCB"), and HABITAT FOR HUMANITY FRESNO INC., hereinafter ("HFH").

WITNESSETH

WHEREAS, San Joaquin Development Partnership, LLC ("San Joaquin") executed an Owner Participation Agreement ("OPA") on May 5, 2008, with four subsequent amendments and a deed of trust on December 8, 2008 to secure a promissory note of \$150,000 on Assessor's Parcel Number 007-050-53 and 007-050-54, which is described in Exhibit "1", to the Redevelopment Agency of the City of Firebaugh ("Agency") to assist in redevelopment efforts; and

WHEREAS, CCB entered into an Owner Participation Agreement on January 13, 2010 and a deed of trust on March 15, 2010 with the Agency to develop a housing project and secure a promissory note of \$200,000 on Assessor's Parcel No. 007-050-016 which is described in Exhibit "A,"; and

WHEREAS, San Joaquin and CCB were unable to complete the housing projects and desire to assign rights to HFH to allow them to complete an affordable housing development project; and

WHEREAS, HFH is experienced in the development of affordable housing and is willing to accept the assignment of the rights and obligations owed by CCB, including the completion of an affordable housing development project; and

WHEREAS, at the request of CCB and HFH, City will undertake the preparation/processing of documents necessary to effectuate the assignment subject to CCB commitment to reimburse the City for all reasonable legal and administrative costs associated with preparing and processing documents to assign the CCB rights and obligations related to the Project.

NOW, THEREFORE, City, CCB and HFH, for the consideration hereinafter set forth, agree as follows:

1. REIMBURSEMENT OF CITY COSTS

City shall prepare/process the necessary documents to submit to the City Council for their consideration of an assignment of CCB rights and obligations to HFH. Since the City cannot pre-commit legislative action, the preparation of the necessary documents does not pre-commit the City

Council to approval of the proposed assignment. CCB shall reimburse the City for all costs necessary to prepare and process the documents for assignment of CCB rights and obligations to HFH.

2. CITY REIMBURSEMENT PROCESS

City shall submit to CCB monthly itemized invoices for the services rendered and amounts to be reimbursed. CCB shall pay such invoice within thirty (30) days of its receipt. City may suspend any document preparation/processing if it does not receive timely reimbursement for any monthly invoice.

3. TERM

This Agreement shall be in full force and effect for nine months from its effective date.

4. PRELIMINARY PLANS

HFH will, concurrent with the effective date of this Agreement, submit preliminary site and building plans for the Project for City staff review.

5. INDEMNIFICATION AND HOLD HARMLESS

CCB and HFH shall protect, indemnify, hold harmless and defend City, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including but not limited to attorney fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits or judgments for damages of any nature whatsoever (hereinafter collectively referred to as Claims) to the extent arising out of the breach of this Agreement in whole or in part by CCB or HFH in the performance of their duties under this Agreement.

6. RECORDS

Records pertaining to the services hereunder shall be kept on a generally recognized accounting basis, and shall be available for public review at reasonable times.

7. ASSIGNMENT

CCB and HFH shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

8. NOTICES

All notices, statements, reports, approvals, or requests or other communications that are required to be given by either party to the other under this Agreement shall be in writing. Unless, and until formally notified otherwise, all notices shall be addressed to the parties at their address shown below:

City Of Firebaugh
1133 "P" Street
Firebaugh, California 93622
Telephone: (559) 659-2043

California Community Builders, Inc.
918 University Ave., 2nd Floor
Berkeley, CA 94704

Habitat For Humanity Fresno Inc.
4991 E. McKinley, Suite 123
Fresno, CA 93727

9. ATTORNEY FEES

In the event of any action or proceeding of any nature to enforce or interpret all or any portion of this Agreement, or because of an alleged breach by any party of any of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing party reasonable attorney fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

10. ENTIRE AGREEMENT

This writing constitutes the entire Agreement between the parties relative to the matters specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by all parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement except those contained or referenced to in this writing.

11. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

12. WAIVER OF RIGHTS

Any waiver at any time by any party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF FIREBAUGH

ATTEST:

By: _____
Ben Gallegos
City Manager

By: _____
Rita Lozano
Deputy City Clerk

CENTRAL CALIFORNIA BUILDERS, INC.

By: _____
(Signature)

(Print)

Title: _____

HABITAT FOR HUMANITY FRESNO INC.

By: _____
(Signature)

(Print)

Title: _____

By: _____
(Signature)

(Print)

Title: _____

EXHIBIT “1”

**APN 007-050-016 Legal Description
APN 007-050-53 and 007-050-54 Legal Description
(Insert HFH Map)**

RESOLUTION NO. 20-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES

WHEREAS, the current Memorandum of Understanding between the City and the Firebaugh Miscellaneous Employees Association will terminate on June 30, 2023; and

WHEREAS, a new Memorandum of Understanding has been prepared which sets forth the employment terms and conditions of the City and the Firebaugh Miscellaneous Employees Association, and is attached hereto as Exhibit "A" is incorporated herein by this reference; and

WHEREAS, a corresponding Salary Schedule has been prepared, and is attached hereto as Exhibit "B" is incorporated herein by this reference; and

WHEREAS, a corresponding Salary Schedule: Water and Wastewater Operators has been prepared, and is attached hereto as Exhibit "B" is incorporated herein by this reference; and

WHEREAS, the Firebaugh City Council has carefully considered all of the facts and circumstances relating to the implementation of the new Memorandum of Understanding and corresponding Salary Schedules.

NOW, THEREFORE, be it resolved, by the City Council of the City of Firebaugh as follows:

1. The recitals set forth above are true and correct as of the date this Resolution is adopted.
2. The Memorandum of Understanding, attached hereto as Exhibit "A," is hereby approved.
3. The Salary Schedule, attached hereto as Exhibit "B," is hereby approved.
4. The City Manager and staff are hereby, authorized to carry out the purposes and activities described in the Memorandum of Understanding.
5. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 15th day of June, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT “A”



Memorandum of Understanding

between the CITY OF FIREBAUGH and the
FIREBAUGH MISCELLANEOUS EMPLOYEES
ASSOCIATION

TERMS AND CONDITIONS

REPRESENTED BY
OPERATING ENGINEERS LOCAL NO. 3
AFL-CIO

EFFECTIVE JULY 1, 2020 – JUNE 30, 2023

Table of Contents

1. <u>PREAMBLE</u>	1
2. <u>AGENCY SHOP</u>	1
3. <u>RECOGNITION</u>	1
4. <u>PURPOSE</u>	2
5. <u>FULL FORCE AND EFFECT</u>	2
6. <u>COMMUNICATION WITH EMPLOYEES</u>	2
7. <u>ADVANCE NOTICE</u>	2
8. <u>REPRESENTATIVE OF THE UNION</u>	2
9. <u>ACCESS TO PERSONNEL FILES</u>	2
10. <u>NOTICE OF LAYOFF</u>	2
11. <u>SAFETY RULES / REGULATIONS / LOSS</u>	3
12. <u>COMPENSATION</u>	3
13. <u>SALARIES</u>	4
14. <u>LONGEVITY PAY</u>	5
15. <u>STANDBY PAY</u>	5
16. <u>INCENTIVE PAY AND RECOGNITION OF CERTIFICATES</u>	5
17. <u>PERFORMANCE EVALUATION</u>	6
18. <u>HEALTH INSURANCE</u>	6
19. <u>DENTAL / VISION COVERAGE</u>	7
20. <u>RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES'</u> <u>MEDICAL AND HOSPITAL CARE ACT (PEMHCA)</u>	7
21. <u>SICK LEAVE CONVERSION FOR MEDICAL PREMIUM</u>	7
22. <u>CURRENT RETIREES (Retirement Prior To June 30, 2014)</u>	7
23. <u>TRAINING</u>	8
24. <u>MILEAGE REIMBURSEMENT</u>	8

25.	<u>WORKDAY AND OVERTIME</u>	8
26.	<u>VACATION</u>	8
27.	<u>VACATION TIME CASH OUT UP TO FORTY (40) HOURS</u>	
	<u>PER FISCAL YEAR</u>	9
28.	<u>HOLIDAYS</u>	9
29.	<u>SICK LEAVE</u>	9
30.	<u>RETIREMENT</u>	10
31.	<u>GRIEVANCE PROCEDURE</u>	10
32.	<u>DISCIPLINE PROCEDURE</u>	10
33.	<u>EMPLOYEE DEVELOPMENT</u>	10
34.	<u>BEREAVEMENT LEAVE</u>	11
35.	<u>JURY DUTY</u>	11
36.	<u>VOTING</u>	11
37.	<u>LEAVES OF ABSENCE</u>	11
38.	<u>WORKER’S COMPENSATION</u>	11
39.	<u>CITY’S PERSONNEL RULES</u>	11
40.	<u>CONCLUSIVENESS</u>	11
41.	<u>ASSOCIATION RIGHTS</u>	11
42.	<u>CITY MANAGEMENT RIGHTS</u>	12
43.	<u>CITY’S RIGHT TO SUB-CONTRACT WORK THAT COULD BE PERFORMED</u>	
	<u>BY CITY EMPLOYEES</u>	12
44.	<u>SAVINGS CLAUSE</u>	13
45.	<u>SUPERSEDES PREVIOUS DOCUMENTS</u>	13
46.	<u>STATEMENT OF CONTINUING BENEFITS</u>	
	<u>AND WORKING CONDITIONS</u>	13
47.	<u>TERM OF MOU</u>	13

48.	<u>RECOMMENDATION OF REPRESENTATIVES</u>	13
	<u>EXHIBIT “B” SALARY SCHEDULES</u>	14

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH
AND FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION
July 1, 2020 through June 30, 2023**

1. **PREAMBLE**

This Memorandum of Understanding (MOU) represents the mutual agreement between the City of Firebaugh, hereinafter referred to as the "City" and the Firebaugh Miscellaneous Employees Association (FMEA) hereinafter referred to as the "Association", and the Operating Engineers Local Union No. 3, hereinafter referred to as the "Union" pursuant to California Government Code, Sections 3500 et seq., (Commonly known as the Meyers-Milias-Brown Act.).

The legal relationship between the City, the Association, and the Union is governed by Chapter 10 of Division 4 of title 1 of the Government Code (Sections 3500 et seq., commonly known as the Meyers-Milias-Brown Act). In the event of conflict between the Meyers- Milias-Brown Act and any local City Ordinance, resolution or other regulation, the Meyers- Milias-Brown Act shall govern.

2. **AGENCY SHOP**

- A. Effective July 1, 2020, employees in the representation unit shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof.
- B. "This requirement shall not apply to any employee who is a member of a bona-fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations. Such individuals shall not be required to join or financially support the Union as a condition of employment, but will be required, in lieu of periodic dues, initiation fees, or agency shop fees, to contribute to a non-religious charitable fund which is mutually acceptable to the Union and the employee, and is exempt from taxation under Section 501(c) (3) of the Internal Revenue Code as long as they show proof.

3. **RECOGNITION**

- A. The City acknowledges Union, representing the Association, as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and working conditions of employment, for all regular employees of the Firebaugh Public Works Department including the classifications below:

<u>Public Works Maintenance</u>	<u>Water & Waste Water Operators</u>
Utility Maintenance Worker I	Water/Sewer Operator Trainee
Utility Maintenance Worker II	Water/Sewer Operator I
Utility Maintenance Worker III	Water/Sewer Operator II
Equipment Mechanic	Water/Sewer Supervisor
Facilities Custodian	
Utility Maintenance Crew Leader	

- B. The public works unit shall be permanent full-time employees of the City of Firebaugh Public Works Department below management level. Management level shall be considered the Public Works Director. The provisions of this MOU shall not apply to management-level employees. Employees who are employed under Federal, State or specialized programs shall be represented only within the City of Firebaugh and these agencies.

- C. The City, or its designees, the Association, or its designees and the Union or its representatives recognize and agree to deal with each other exclusively, on all matters relating to grievances, interpretation of this MOU, and any and all negotiations for the development of future MOU.

4. **PURPOSE**

The purpose of this MOU is to promote harmonious relations between the City and the Association; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work, and other terms and conditions of employment.

5. **FULL FORCE AND EFFECT**

- A. It is agreed that this MOU is not in force or effect until ratified and approved by Resolution hereby adopted by the City Council of the City of Firebaugh.
- B. All wages, hours, terms, and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- C. The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

6. **COMMUNICATION WITH EMPLOYEES**

Space shall be provided on the bulletin board located in the Public Works Corporation Yard building, for posting of notices regarding official Union business.

7. **ADVANCE NOTICE**

The City shall provide the Union reasonable advance notice when an action is directly relating to matters within the scope of representation that is being proposed to City Council for their consideration. The City shall give the Union the opportunity to meet with the appropriate management representatives prior to adoption.

8. **REPRESENTATIVE OF THE UNION**

An authorized representative of the Union shall be allowed to visit the work location, with reasonable, prior notification of City Manager or Department Head. Casual drop by visits are allowed with the understanding that official business meetings are to be noticed by phone or e- mail prior to the meeting. Visits shall be reasonable and Union representative shall not interfere with the normal conduct of work. Union meetings shall be held during lunch (with a maximum of 30 minutes allowed) or after normal working hours.

9. **ACCESS TO PERSONNEL FILES**

An employee shall have access to his/her personnel file upon a request made to the personnel officer. An employee's authorized Union representative shall have access to the employee's personnel file upon written authorization from said employee. Nothing shall be placed in an employee's personnel file without his/her knowledge. An authorized City employee shall observe but not interfere with the review. The reviewing employee and/or the employee's representative may take notes and the employee shall be allowed to have a copy made of the file in accordance with California Codes.

10. **NOTICE OF LAYOFF**

Before an employee is laid off, the employee and the Union shall be notified in writing of such action at least thirty (30) days prior to the effective date of layoff.

11. **SAFETY RULES / REGULATIONS / LOSS**

- A. Both the City and the Union shall expend every effort to insure that work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations.
- B. The City and each employee covered by this MOU agree to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards immediately. The City shall remedy any reported safety hazard immediately. Any employee having knowledge of, or who is a witness to an accident, shall, if requested, give full and truthful testimony as to same.
- C. The City shall continue to supply employees with safety equipment required by the City and/or CAL OSHA. All employees shall use City supplied safety equipment for the purposes and uses specified under applicable safety rules and regulations.
- D. Uniforms: The City shall provide uniforms, including maintenance of uniforms, for all employees.
 - 1) Each employee shall receive a total of six (6) uniforms per week. Five (5) clean uniforms each week and one (1) for exchange. Employees shall be required to wear said uniform during work hours.
 - 2) Public Works Director will determine the appropriate jackets, not to exceed \$100.00 (one hundred dollars) or boots, not to exceed \$150.00 (one hundred fifty dollars), in accordance with work and environmental requirements, per fiscal year per employee. Any employee desiring a set of boots or jacket exceeding the City's contribution shall pay for the difference. Such employee(s) will submit original receipts for reimbursements.
- E. Other Gear: The City will provide two (2) pair of coveralls for mechanic. The City will provide two (2) trench coats for mechanic. The City will provide one (1) pair of tree climbing boots to the tree climber. The City will provide one (1) hard hat to all public works employees.

12. **COMPENSATION**

- A. Pay Period: The Standard Pay Period is two weeks (14 calendar days). (The standard work period is 40 forty hours worked in a calendar week but subject to call out at any time.) The usual work day is 8 hours.
- B. Breaks: Employees shall be entitled to two (2) fifteen (15) minute breaks, one (1) in the morning, and one (1) in the afternoon, during each work day. Said breaks are to be taken at the employee's job site. Morning break to be taken at work site not in the shop.
- C. Overtime: Any employee who works in excess of eight hours per day or forty (40) hours per week shall be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess eight hours per day or forty (40) hours in one week. All hours over 12 hours per day shall be compensated at double time. All paid leave (vacation and holiday) is considered time worked. The workweek will be established by direction of the Department Head and may be changed from time to time. Individual workweek designations may be established for each job position at the discretion of the Department Head.
- D. Call Back: If an employee is called back to work, he/she shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 ½) of the employees straight time rate of pay. Should "Call Back" for an employee not on Stand-By extend beyond two (2) hours of actual work, the employee shall be compensated for actual hours worked at the rate of one and one-half (1 ½) times the regular hourly rate of pay. "Callback" is considered a return to work after having completion of the regular

shift and having gone home or after one hour. Callback is not when the employee has finished the regular shift but has not left the work site.

- E. Authorization: All overtime worked shall be authorized and ordered in advance by the Department Head or his/her designee. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Department Head or his/her designee on the next regular business day after such work is performed.
- F. Sick Leave Related to Overtime: Employee shall not be eligible for overtime pay if employee's workweek (either via actual hours worked and/or vacation time does not exceed 40 hours per the week in question). Therefore, if employee is ill or off on sick leave this time is not calculated as work hours; unless such hours exceed (8) actual hours worked in the day.
- G. Reporting: Each employee shall make a written report of all overtime worked and each department shall keep an accurate record of overtime worked by employees in the department. No changes shall be made in the overtime as reported by the employee unless the proposed changes and the reasons therefore are first discussed with the employee and the Department Head. If the employee is not available to discuss changes prior to processing payroll, changes may be made by the department head to expedite the payroll process. Any changes made will be discussed with the employee at the earliest availability of that employee. If the employee disputes changes and the employee to support his/her original claim to the satisfaction of the Public Works Director can provide justification and or documentation; a corrected payroll check will be issued with all payroll records adjusted accordingly.

13. SALARIES

- A. Public Works will receive the following increase on July 1st of every fiscal year from July 1, 2021 through June 30, 2023. (See Exhibit "1", which is incorporated herein by this reference).
- B. The following increases go into effect on July 1st of every fiscal, beginning July 1, 2020 through June 30, 2023:
 - 1) July 1, 2020 – No Increase
 - 2) July 1, 2021 – 2% Increase
 - 3) July 1, 2022 – 2% Increase
- C. Step Increases:

Step Increase, will apply only when Employee is eligible to move to Next Salary Step per employee merit anniversary date.
- D. Water & Waste Water Operators are on the Operator Salary Schedule that recognizes Grades I & II Certification. No salary adjustment will be recognized for any Grade III Certification. City is required to have certified Water & Waste Water Plant Operators.
- E. Water & Sewer Distribution Grade I certificate is a requirement of the position for Utility Maintenance Workers I & II and they will be required to acquire the certificates in a time schedule agreed to with the Public Director and the City Manager.

14. **LONGEVITY PAY**

- A. Longevity Pay Program is provided for Association employees as outlined below.
- B. Employees hired after July 1, 2014, are not eligible to earn Longevity Pay.
- C. Employees hired before July 1, 2014, employees at the 10 year employment anniversary date, and, at each additional, five (5) year increment of employment, employee will be given a raise of 2.5% of that employee's existing base salary.

15. **STANDBY PAY**

- A. Employees shall be available at all times when on standby and must return call within 20 minutes of initial call. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone and/or text message. Per call-back of Standby employee overtime shall apply. However, the two-hour minimum call back time shall not apply to the standby employee.
- B. Standby hours are normally between 3:31 p.m. and 6:59 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule (i.e. 2:31 p.m. to 5:59 a.m.). Standby hours for a one- week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates.
- C. Standby Pay shall be a flat rate of \$175.00 per week including one or two holidays, with one (1) minimum of 1 hour call back. Standby employee shall be able to take home city vehicle while on standby. That employee must live within the City limits of Firebaugh and is fully responsible for vehicle and all tools.

16. **INCENTIVE PAY AND RECOGNITION OF CERTIFICATES**

- A. Positions not required to be certified with a Water & Sewer Distribution Grade I certificate are:
 - 1) Equipment Mechanic
 - 2) Facilities Custodian
- B. Back Flow Connection Certification will receive a \$115.00 per month additional compensation.
- C. Lead and/or Supervisor positions will receive \$35.00 per month for a Pesticide Certificate.
- D. Water Distribution/Sewer Collection System Grade I Certification, must have both to receive \$115.00 stipend per month.
- E. Water Distribution/Sewer Collection System Grade II Certification, must have both to receive additional \$25, plus Grade I \$115 stipend (Total of \$140.00) Stipend per month.
- F. Employees will be eligible for certification pay if applicable to job description.
- G. Water Operator Trainee & Water Operator
 - I. Employee who have acquired a Water Treatment Operator & Wastewater Treatment Plant Operator Grade I Certification, must have both to receive \$100.00 stipend per month.
 - II. Employee who have acquired a Water Treatment Operator & Wastewater Treatment Plant Operator Grade II Certification, must have both to receive additional \$25, plus Grade I \$100 stipend (Total of \$125.00) Stipend per month.

- H. The city will comply with State law in determining the number of employees/positions that will be required to obtain and be compensated for certification and accompanying pay. The City shall pay for all school and costs to obtain certification and licenses and for any costs of and for recertification or licenses that are required by the City or State Laws and are a benefit for the City's Operations. However, it is understood that there is no City obligation for such costs for an employee interested in becoming certified at a time, which does not require additional certified employees. Within State requirements, the City Manager will determine to whom and when such certification will apply. Class A and Class B physical must go to City medical provider.

17. **PERFORMANCE EVALUATION**

- A. During the probationary period an employee will undergo constant oral evaluation. A probationary employee will be evaluated in writing at the end of the first 60 days, again at 120 days and prior to the end of the probationary period. Employees will serve a probationary period of twelve (12) months and shall receive their step increase in the first pay period after successful completion of the probationary period. If the Public Works Director with agreement of the City Manager believes a second step would be in order, he may recommend and move to do so.
- B. After probationary period, performance evaluations will be conducted at least once every twelve (12) months. After a satisfactory performance evaluation and upon the recommendation by the Department Head and approved by the City Manager, employee may receive a step raise.
- C. The City and Association agree that before an employee receives a step increase, he/she shall receive a satisfactory or above performance evaluation and recommendation for salary increase must be made on the employee by the Public Works Director and approved by the City Manager.
- D. Should an employee be promoted and/or temporarily appointed into another classification, his/her salary shall increase by a minimum of five (5%) percent.
- E. Currently when Operators in Training finish their training and obtain their Water & Sewer Grade 1 certification they are placed in the Operator I position. Since they have been in training/probation and obtained their certification it should be unnecessary to place them into a second probationary period. Since it is mandatory that they also acquire certification for both Wastewater Treatment and Water Treatment within three (3) years or face termination it would be prudent to end probation since they have been doing the same job as trainees. Therefore, only one probationary period will be served as long as one (1) year period is completed and employee is making progress re: such certification. However, if employee does not pass required State exams within the initial three (3) year period; the employee will be terminated regardless of his/her employee status. Consideration may be given to transfer employee to another position by City, not requiring certification, if available.

18. **HEALTH INSURANCE**

City shall provide full-time employees with a monthly medical benefit as identified below:

- A. The cost of the Monthly CalPERS Medical Premium: Of the four least expensive medical plans Employee will pay 20% of the Monthly Premium, and the City will pay 80% of Employee Monthly Premium per CalPERS Basic Premium Rates (Other Southern California – Region 2)* as determined by City.
- B. Dependent Coverage City will pay 80% of Employee Monthly Premium and the Employee with pay 20% of the Employee Monthly Premium, approved CalPERS medical plan.

- C. Employees may decline health insurance offered by the City. If an employee waives coverage for himself or herself, he or she will have to show proof of coverage under another plan such as parent's plan, a spouse's plan or Affordable Care Act. Employees who decline insurance is eligible for a \$300.00 monthly stipend with proof of health insurance. Employee must show proof of Insurance every year.

19. **DENTAL / VISION COVERAGE**

- A. No contribution by employee. For "Dependent Coverage" employee will pay 10% of monthly premium throughout the term of this MOU.
- B. Dental and vision change in coverage providers, the City must demonstrate to the bargaining unit that the following conditions have been met prior to making in changes in the plans:
 - 1) New carrier / provider's network of providers matches or exceeds current plan(s).
 - 2) New carrier / provider's benefits matches or exceeds current plan(s).
 - 3) If these conditions are not met, the City and Association shall meet and confer to insure Carriers offering plans are equal to or better than what is offered currently.

20. **RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)**

The City will use the "unequal contribution" method for medical care premium payments for annuitants (retirees after June 30, 2014), as permitted under Govt. Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City's Contribution for annuitant equals the City's PEMHCA contribution paid for active (Retirees before June 30, 2014) employees (\$350/month) is reached.

PEMHCA Amount of \$347.77/month for those retiring after June 30, 2014 (percent increases 5% annually) or as set or modified per CalPERS.

21. **SICK LEAVE CONVERSION FOR MEDICAL PREMIUM**

Sick Leave Conversion to Medical Premium: to qualify employee must meet all of the following:

- A. Hired Before June 30, 2014;
- B. The employee has been covered by City selected medical insurance program for payment provided by the City for a continuous 5-year period immediately preceding such retirement; and the employee has been eligible to accumulate unused sick leave credit hours;
- C. Have accumulated 1,000 hours of sick leave; and
- D. Only if employee reaches this standard Employee may use 500 hour of time at current value and apply towards premium. Otherwise, employee may use 100% of all accumulated sick leave to apply to CalPERS "Time in Service Credit" for retirement formula calculations.

22. **CURRENT RETIREES (Retirement Prior to June 30, 2014)**

City will continue at the current City level of PEMHCA contribution (\$347.77/month) towards their Medical Coverage. Applies to all whom have retired before June 30, 2014.

23. TRAINING

The City agrees to send Public Works Employees to training, classes or schools to obtain required and/or mandated certificates and licenses to meet statute mandated certificates including state and federal requirements. These classes will be on City time; however no overtime will be applicable on days of exams. FLSA shall apply after normal work schedule hours.

24. MILEAGE REIMBURSEMENT

IRS Standard Mileage Rates (<https://www.irs.gov/tax-professionals/standard-mileage-rates/>)

25. WORKDAY AND OVERTIME

- A. Workday: The regularly scheduled workday should be eight (8) consecutive hours exclusive of mealtime.
- B. Workweek: The regularly scheduled workweek shall be forty (40) hours with two (2) consecutive days off.
- C. Overtime: Any time worked in excess of an employee's regularly scheduled eight (8) hour day or work week of forty (40) hours depending on the scheduled workday(s).
- D. Weekend Work Schedule:
 - 1) City will have two Public Works employees assigned, at the discretion of Public Works Director, to meet the needs of the City working a weekend work schedule as follows:
 - Employee #1: Tuesday – Saturday and
 - Employee #2: Sunday-Thursday
 - 2) City agrees to start with the employees with the least seniority provided that the employee has sufficient time and training in service as determined by the Director of Public Works.

26. VACATION

- A. Employees covered by this MOU shall earn vacation credits at the following rate:

Years of Service	Hours Earned per annum
One through five years of service	80 hours per annum
Six years through ten years	96 hours per annum
Eleven years through fifteen years	120 hours per annum
Sixteen years through twenty years	144 hours per annum
Over twenty years	176 hours per annum

- B. Vacation hours allowed on the books increase with time in service as increased vacation hours are earned annually. Employees will not earn additional vacation hours once they have reached the "**Maximum hours**" as indicated below.

Years of Service	Maximum Hours
One through five years	160 hours per annum
Six years through ten years	192 hours per annum
Eleven years through fifteen years	228 hours per annum
Sixteen years through twenty years	260 hours per annum
Over twenty years	280 hours per annum

City may schedule vacation time if employee vacation book hours are reaching the allowable maximums. If employee exceeds the amount on the vacation hours on books for the allowable per category (i.e. 192 hours for 6-10 years) employee will NOT earn any additional time until he/she is below the maximum amount.

Without violating the Maximum accrual vacation hour's policy, the City has the authority to schedule vacations according to workload, staffing and attempts to limit unscheduled time off and/or disruptions in the work schedule, and the undesirable possibility of employees reaching the Vacation Maximum hours and potentially not being able to accrual vacation time. When scheduling vacation blocks City will take into account: seniority, employee considerations and needs. However, City's scheduling decisions are final.

27. VACATION TIME CASH OUT, MAXIMUM FORTY (40) HOURS PER FISCAL YEAR

An employee of this bargaining unit may cash out, up to 40 hours of vacation time per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation to for this benefit.

28. HOLIDAYS

The City shall have the right to require the employees to work on state and national holidays, and those employees shall be compensated at two times their regular rate of pay.

A. Holidays listed below will be observed during this MOU:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincolns Birthday	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Friday before Easter (½ day)	Christmas Eve (½ day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (½ day)
Labor Day	

29. SICK LEAVE

All full-time employees earn sick leave at the rate of 12 sick days per year. Sick time is credited to the employee on a bi- weekly basis.

- A. Sick leave with pay shall be accrued at the rate of one (1) workday for each calendar month of service, 3.69 hours per pay period based on 26 pay periods. An employee who is going to be absent on sick leave shall contact his immediate supervisor with as much advance notice as possible (however, a minimum of two (2) hour notice is required). Employees may be required to furnish a verification of illness even for a one (1) day absence (if employee's record indicates a high usage of sick-leave and/or sick-leave use is higher before and after employee's scheduled weekend) but normally only after an absence of three (3) consecutive days.
- B. Normally an employee eligible for such leave with pay will be granted such leave for the following reasons:
 - 1) Personal illness or incapacity.
 - 2) Illness of a member or the employee's household or immediate family (spouse and/or children) that requires the employee's personal care and attendance, not to exceed ten (10) days in any one (1) calendar year.
- C. Sick leave shall not be cashed out or given to any employee in cash when an employee resigns, or is terminated or retires
- D. Unused Sick Leave Credit/Time In Service: Eligible employees may have unused sick leave credits (accumulated hours) converted to CalPERS time "In-Service" as provided in the City/CalPERS Retirement contract,

- E. Conversion of sick leave hours to medical insurance premiums for retirees is not an available benefit to employees hired after July 1, 2014.
- F. Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave: Employees who retire at age 65 shall be eligible to have unused sick leave credits hours converted to a cash equivalent value of 50% of 1,000 hours for the purpose reimbursement of payment by the employee of the premium requirement for a CalPERS health insurance program or a supplemental Medicare insurance program to the employee and his/her eligible spouse (per limits established above). Or Employee may convert ALL or a portion of these hours to the PERS "sick leave" conversion for retirement "service time". In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits hours.

30. RETIREMENT

The benefit contract in effect between the City of Firebaugh and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2.5% at age 55. This is for all current classic members meaning those hired prior to January 1, 2013. The retirement formula for the classic employees shall not change.

- A. Classic Employees are paying full eight (8%) PERS contribution.
- B. All new employees hired on (OR AFTER) January 1, 2013 who have not been employed by a Public Employer with a PERS Retirement Plan shall be under the 2% @ 62 formulation unless they were employed by another PERS agency within that previous six months (and qualify under the PERS "Classic" Definition). Those employees will then be part of the same formula that is closest to formula as they were with their previous employer.
 - 1) All new employees hired under the new PERS formula and in line with the Public Employees' Pension Reform Act (PEPRA) shall pay 50% of normal cost or 8% of base salary, whichever is greater.
 - 2) All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code 414 (h).

31. GRIEVANCE PROCEDURE

"Employee Grievances" is in the City Personnel Rules and is incorporated herein by reference.

32. DISCIPLINE PROCEDURE

"Disciplinary Actions" is in the City Personnel Rules and is incorporated herein by reference.

33. EMPLOYEE DEVELOPMENT

It is the City's desire to provide reasonable encouragement to its employees in their efforts to improve proficiency in their present jobs and to prepare for advancement.

Therefore, the City will reimburse its employee the cost of tuition, books and supplies for all accredited course and seminars attended when the following criteria are met:

- A. The course is relevant to City business and employee's position within the City,
- B. A minimum grade of "C" or its equivalent is obtained; and
- C. Approval from the City Manager is obtained prior to the beginning of the course.

34. **BEREAVEMENT LEAVE**

"Bereavement Leave" is in the City Personnel Rules and is incorporated herein by reference.

35. **JURY DUTY**

"Jury Duty" is in the City Personnel Rules and is incorporated herein by reference.

36. **VOTING**

"Voting" is in the City Personnel Rules and is incorporated herein by reference.

37. **LEAVE OF ABSENCE**

"Personal Leave of Without Pay"

"Family and Medical Care Leave", and

"Military Leave" are in the City's Personnel Rules and is incorporated herein by reference.

38. **WORKER'S COMPENSATION**

"Workers' Compensation" is in the City Personnel Rules and is incorporated herein by reference.

39. **CITY'S PERSONNEL RULES**

Both parties have had the opportunity to meet, review and accept the City's updated Personnel Rules which are incorporated herein by reference. If, there is a conflict between this MOU and the Rules, the MOU will control and be followed.

40. **CONCLUSIVENESS**

- A. The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- B. If, during the term of the MOU, the parties 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 Union. Any such changes shall validly become part of the MOU and be subject to its terms.
- C. During the life of the MOU, shall either party desire to meet and confer as to matters within the MOU or as to matters not addressed in the MOU, but within the scope of representation, such party shall request in writing its desire. The responding party may meet and confer with the requesting party, but is not obligated to per this MOU.
- D. The City's Personnel Rules and Employee Handbook and any other handbooks and/or policy manuals referenced in this MOU may require changes which must be presented to the Union for review. The City and Union shall meet and confer on those changes.

41. **ASSOCIATION RIGHTS**

The Association shall have the following rights and responsibilities:

- A. The City agrees not interfere with nor discriminate in any way against any employee by reason of his/her membership in the Union actively required by this MOU.
- B. The City agrees not to intimidate any employee; nor attempt to restrain any employee, nor in any way limit the full and free expression of any employee's right to participate in the Union's lawful activities.

C. The City shall deduct the dues or service fee upon proper authorization by Association members.

- 1) If a member desires the City to deduct his/her dues or service fee from his/her paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization Form.
- 2) A dues or service fee authorization may be revoked by a member and the dues or service fee deduction canceled only during the last two months of the contract.
- 3) The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized. When a member is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the Controller the amount which would have been deducted if the member had been in a pay status during that period. In the case of a period when the salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be made.
- 4) The deduction check covering all such deductions shall be transmitted to the Union at least once monthly and made payable to: Operating Engineer's Local Union No. 3; 1620 S. Loop Rd. Alameda, CA 94502-7090
- 5) Reasonable advance notice of any City ordinance, rule resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Council. Reasonable access to employee work locations, with prior Department Head and City Manager notification, for employees of the Association and their officially designated representatives for the purpose of processing grievance or contacting members of the organization concerning business within the normal operations of any department or with established safety or security requirements.

42. **CITY MANAGEMENT RIGHTS**

- A. Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City.
- B. These include, but are not limited to:
 - 1) Direct the work of its employees.
 - 2) Hire, fire, promote, transfer, assign, reassign, and classify employees with the City.
 - 3) Discipline employees for proper cause and in accordance with the City of Firebaugh Personnel Rules.
 - 4) Take any actions deemed necessary to carry out the mission of the City in emergencies.
 - 5) Determine the methods, means and the personnel necessary, by which operations of the City are to be carried on.
 - 6) Determine its budget, policies of the City, organization, merits, necessity and level of service or any activity provided to the public.
 - 7) The provisions of the City of Firebaugh's Personnel Policies Rules shall apply except to the extent such parties are otherwise provided for in this MOU.

43. **CITY'S RIGHT TO SUB-CONTRACT WORK THAT COULD BE PERFORMED BY CITY EMPLOYEES.**

The City retains the option of contracting of work that needs to be performed where, City staff does/may not have the man-power, time or the equipment to properly do the work, this includes but not limited to, any services required for the City.

44. **SAVINGS CLAUSE**

- A. If any provision of this MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.
- B. In the event that any provision of MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and Union agree to meet and confer in a timely manner in an attempt to negotiate substitute provisions. Such negotiations shall apply only to the severed provisions of this MOU and shall not in any way modify or impact the remaining provisions of the existing MOU.

45. **SUPERSEDES PREVIOUS DOCUMENTS**

This document supersedes all previous City documents related to labor relationship between the City and its employees and the City, the Association and the Union which are governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). Furthermore, if areas of the City's Employee Policy Handbook are in conflict with this document, the provisions of this document shall apply and supersede the Policy Handbook.

46. **STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS**

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority, shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

47. **TERM OF MOU**

The term of the MOU shall commence on July 1, 2020 and expire on June 30, 2023, unless otherwise agreed in writing between the parties.

48. **RECOMMENDATION OF REPRESENTATIVES**

The representatives of the City and the representative of the Union, having met and conferred in good faith, have mutually agreed to recommend to the Firebaugh City Council and the general membership of the Union, that this MOU be adopted and ratified and that the wages, hours and other terms and conditions set forth herein be implemented.

EXHIBIT "B"
SALARY SCHEDULES

CITY OF FIREBAUGH - Public Works/FMEA

Salary Schedule for Fiscal Year July 1, 2020 - Fiscal Year Ending June 30, 2021

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker I	35	Hourly	15.8643	16.6575	17.4904	18.3649	19.2832	20.2473	21.2597
		Bi-Weekly	1,269.1445	1,332.6017	1,399.2318	1,469.1934	1,542.6530	1,619.7857	1,700.7750
		Monthly	2,749.8130	2,887.3037	3,031.6689	3,183.2523	3,342.4149	3,509.5357	3,685.0125
		Annual	32,997.7565	34,647.6443	36,380.0265	38,199.0279	40,108.9793	42,114.4282	44,220.1496
Utility Maintenance Worker II	38	Hourly	17.1340	17.9907	18.8902	19.8347	20.8265	21.8678	22.9612
		Bi-Weekly	1,370.7179	1,439.2538	1,511.2165	1,586.7773	1,666.1162	1,749.4220	1,836.8931
		Monthly	2,969.8888	3,118.3833	3,274.3024	3,438.0176	3,609.9184	3,790.4144	3,979.9351
		Annual	35,638.6660	37,420.5993	39,291.6293	41,256.2107	43,319.0213	45,484.9723	47,759.2209
Utility Maintenance Worker III	43	Hourly	19.3853	20.3546	21.3723	22.4410	23.5630	24.7412	25.9782
		Bi-Weekly	1,550.8275	1,628.3689	1,709.7874	1,795.2767	1,885.0406	1,979.2926	2,078.2572
		Monthly	3,360.1263	3,528.1327	3,704.5393	3,889.7662	4,084.2546	4,288.4673	4,502.8907
		Annual	40,321.5160	42,337.5918	44,454.4714	46,677.1950	49,011.0547	51,461.6074	54,034.6878
Equipment Mechanic	46	Hourly	20.8252	21.8664	22.9598	24.1077	25.3131	26.5788	27.9077
		Bi-Weekly	1,666.0139	1,749.3146	1,836.7803	1,928.6194	2,025.0503	2,126.3028	2,232.6180
		Monthly	3,609.6968	3,790.1817	3,979.6907	4,178.6753	4,387.6090	4,606.9895	4,837.3390
		Annual	43,316.3618	45,482.1799	47,756.2889	50,144.1033	52,651.3085	55,283.8739	58,048.0676
Utility Maintenance Crew Leader	47	Hourly	21.3618	22.4299	23.5514	24.7290	25.9654	27.2637	28.6269
		Bi-Weekly	1,708.9470	1,794.3944	1,884.1141	1,978.3198	2,077.2358	2,181.0976	2,290.1525
		Monthly	3,702.7185	3,887.8545	4,082.2472	4,286.3596	4,500.6775	4,725.7114	4,961.9970
		Annual	44,432.6225	46,654.2536	48,986.9663	51,436.3146	54,008.1304	56,708.5369	59,543.9637
Facilities Custodian	36	Hourly	16.2832	17.0973	17.9522	18.8498	19.7923	20.7819	21.8210
		Bi-Weekly	1,302.6532	1,367.7859	1,436.1752	1,507.9840	1,583.3832	1,662.5523	1,745.6799
		Monthly	2,822.4154	2,963.5361	3,111.7129	3,267.2986	3,430.6635	3,602.1967	3,782.3065
		Annual	33,868.9844	35,562.4336	37,340.5553	39,207.5831	41,167.9622	43,226.3603	45,387.6783

CITY OF FIREBAUGH - Public Works/FMEA

2% Increase

Salary Schedule for Fiscal Year July 1, 2021 - Fiscal Year Ending June 30, 2022

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker I	35	Hourly	16.1816	16.9907	17.8402	18.7322	19.6688	20.6523	21.6849
		Bi-Weekly	1,294.5274	1,359.2537	1,427.2164	1,498.5772	1,573.5061	1,652.1814	1,734.7905
		Monthly	2,804.8093	2,945.0498	3,092.3023	3,246.9174	3,409.2632	3,579.7264	3,758.7127
		Annual	33,657.7116	35,340.5972	37,107.6271	38,963.0084	40,911.1588	42,956.7168	45,104.5526
Utility Maintenance Worker II	38	Hourly	17.4767	18.3505	19.2680	20.2314	21.2430	22.3051	23.4204
		Bi-Weekly	1,398.1323	1,468.0389	1,541.4408	1,618.5129	1,699.4385	1,784.4105	1,873.6310
		Monthly	3,029.2866	3,180.7509	3,339.7885	3,506.7779	3,682.1168	3,866.2226	4,059.5338
		Annual	36,351.4393	38,169.0113	40,077.4619	42,081.3349	44,185.4017	46,394.6718	48,714.4054
Utility Maintenance Worker III	43	Hourly	19.7731	20.7617	21.7998	22.8898	24.0343	25.2360	26.4978
		Bi-Weekly	1,581.8441	1,660.9363	1,743.9831	1,831.1823	1,922.7414	2,018.8784	2,119.8224
		Monthly	3,427.3289	3,598.6953	3,778.6301	3,967.5616	4,165.9397	4,374.2366	4,592.9485
		Annual	41,127.9463	43,184.3436	45,343.5608	47,610.7389	49,991.2758	52,490.8396	55,115.3816
Equipment Mechanic	46	Hourly	21.2417	22.3038	23.4189	24.5899	25.8194	27.1104	28.4659
		Bi-Weekly	1,699.3342	1,784.3009	1,873.5159	1,967.1917	2,065.5513	2,168.8289	2,277.2703
		Monthly	3,681.8908	3,865.9853	4,059.2846	4,262.2488	4,475.3612	4,699.1293	4,934.0857
		Annual	44,182.6890	46,391.8235	48,711.4147	51,146.9854	53,704.3347	56,389.5514	59,209.0290
Utility Maintenance Crew Leader	47	Hourly	21.7891	22.8785	24.0225	25.2236	26.4848	27.8090	29.1994
		Bi-Weekly	1,743.1260	1,830.2823	1,921.7964	2,017.8862	2,118.7805	2,224.7195	2,335.9555
		Monthly	3,776.7729	3,965.6116	4,163.8921	4,372.0867	4,590.6911	4,820.2256	5,061.2369
		Annual	45,321.2750	47,587.3387	49,966.7056	52,465.0409	55,088.2930	57,842.7076	60,734.8430
Facilities Custodian	36	Hourly	16.6088	17.4393	18.3112	19.2268	20.1881	21.1975	22.2574
		Bi-Weekly	1,328.7063	1,395.1416	1,464.8987	1,538.1436	1,615.0508	1,695.8034	1,780.5935
		Monthly	2,878.8637	3,022.8069	3,173.9472	3,332.6446	3,499.2768	3,674.2406	3,857.9527
		Annual	34,546.3641	36,273.6823	38,087.3664	39,991.7347	41,991.3215	44,090.8875	46,295.4319

CITY OF FIREBAUGH - Public Works/FMEA

2% Increase

Salary Schedule for Fiscal Year July 1, 2022 - Fiscal Year Ending June 30, 2023

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Utility Maintenance Worker I	35	Hourly	16.5052	17.3305	18.1970	19.1069	20.0622	21.0653	22.1186
		Bi-Weekly	1,320.4179	1,386.4388	1,455.7608	1,528.5488	1,604.9762	1,685.2250	1,769.4863
		Monthly	2,860.9055	3,003.9508	3,154.1483	3,311.8557	3,477.4485	3,651.3209	3,833.8870
		Annual	34,330.8659	36,047.4092	37,849.7796	39,742.2686	41,729.3820	43,815.8511	46,006.6437
Utility Maintenance Worker II	38	Hourly	17.8262	18.7175	19.6534	20.6360	21.6678	22.7512	23.8888
		Bi-Weekly	1,426.0949	1,497.3997	1,572.2697	1,650.8831	1,733.4273	1,820.0987	1,911.1036
		Monthly	3,089.8723	3,244.3660	3,406.5843	3,576.9135	3,755.7591	3,943.5471	4,140.7245
		Annual	37,078.4681	38,932.3915	40,879.0111	42,922.9616	45,069.1097	47,322.5652	49,688.6935
Utility Maintenance Worker III	43	Hourly	20.1685	21.1769	22.2358	23.3476	24.5150	25.7407	27.0277
		Bi-Weekly	1,613.4810	1,694.1550	1,778.8628	1,867.8059	1,961.1962	2,059.2560	2,162.2188
		Monthly	3,495.8754	3,670.6692	3,854.2027	4,046.9128	4,249.2584	4,461.7214	4,684.8074
		Annual	41,950.5052	44,048.0305	46,250.4320	48,562.9536	50,991.1013	53,540.6564	56,217.6892
Equipment Mechanic	46	Hourly	21.6665	22.7498	23.8873	25.0817	26.3358	27.6526	29.0352
		Bi-Weekly	1,733.3209	1,819.9869	1,910.9863	2,006.5356	2,106.8624	2,212.2055	2,322.8158
		Monthly	3,755.5286	3,943.3050	4,140.4702	4,347.4938	4,564.8684	4,793.1119	5,032.7675
		Annual	45,066.3428	47,319.6600	49,685.6430	52,169.9251	54,778.4214	57,517.3424	60,393.2095
Utility Maintenance Crew Leader	47	Hourly	22.2249	23.3361	24.5029	25.7280	27.0145	28.3652	29.7834
		Bi-Weekly	1,777.9885	1,866.8879	1,960.2323	2,058.2439	2,161.1561	2,269.2139	2,382.6746
		Monthly	3,852.3084	4,044.9238	4,247.1700	4,459.5285	4,682.5049	4,916.6301	5,162.4617
		Annual	46,227.7004	48,539.0855	50,966.0397	53,514.3417	56,190.0588	58,999.5618	61,949.5398
Facilities Custodian	36	Hourly	16.9410	17.7881	18.6775	19.6113	20.5919	21.6215	22.7026
		Bi-Weekly	1,355.2804	1,423.0445	1,494.1967	1,568.9065	1,647.3518	1,729.7194	1,816.2054
		Monthly	2,936.4409	3,083.2630	3,237.4261	3,399.2975	3,569.2623	3,747.7254	3,935.1117
		Annual	35,237.2914	36,999.1559	38,849.1137	40,791.5694	42,831.1479	44,972.7053	47,221.3406

CITY OF FIREBAUGH - Public Works/FMEA

Salary Schedule for Fiscal Year July 1, 2020 - Fiscal Year Ending June 30, 2021

Water & Waste Water Operators

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water/Sewer Operator Trainee*		Hourly	17.1209	17.9769	18.8758	19.8196			
		Bi-Weekly	1,369.6708	1,438.1543	1,510.0620	1,585.5651			
		Monthly	2,967.6200	3,116.0010	3,271.8011	3,435.3911			
		Annual	35,611.4401	37,392.0121	39,261.6127	41,224.6933			
Water/Sewer Operator I		Hourly	20.3278	21.3442	22.4114	23.5319	24.7085	25.9440	27.2412
		Bi-Weekly	1,626.2223	1,707.5334	1,792.9100	1,882.5555	1,976.6833	2,075.5175	2,179.2934
		Monthly	3,523.4816	3,699.6556	3,884.6384	4,078.8703	4,282.8139	4,496.9545	4,721.8023
		Annual	42,281.7787	44,395.8676	46,615.6610	48,946.4441	51,393.7663	53,963.4546	56,661.6273
Water/Sewer Operator II		Hourly	22.4090	23.5294	24.7059	25.9412	27.2383	28.6002	30.0302
		Bi-Weekly	1,792.7189	1,882.3549	1,976.4726	2,075.2963	2,179.0611	2,288.0141	2,402.4148
		Monthly	3,884.2244	4,078.4356	4,282.3574	4,496.4752	4,721.2990	4,957.3639	5,205.2321
		Annual	46,610.6923	48,941.2269	51,388.2883	53,957.7027	56,655.5878	59,488.3672	62,462.7856
Water/Sewer Lead Operator		Hourly	28.6003	30.0303	31.5318	33.1084	34.7638	36.5020	38.3271
		Bi-Weekly	2,288.0204	2,402.4214	2,522.5425	2,648.6696	2,781.1031	2,920.1582	3,066.1661
		Monthly	4,957.3775	5,205.2463	5,465.5087	5,738.7841	6,025.7233	6,327.0095	6,643.3599
		Annual	59,488.5296	62,462.9561	65,586.1039	68,865.4091	72,308.6795	75,924.1135	79,720.3192

CITY OF FIREBAUGH - Public Works/FMEA

2% Increase

Salary Schedule for Fiscal Year July 1, 2021 - Fiscal Year Ending June 30, 2022

Water & Waste Water Operators

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water/Sewer Operator Trainee*		Hourly	17.4633	18.3365	19.2533	20.2160			
		Bi-Weekly	1,397.0642	1,466.9174	1,540.2633	1,617.2764			
		Monthly	3,026.9724	3,178.3210	3,337.2371	3,504.0989			
		Annual	36,323.6689	38,139.8523	40,046.8450	42,049.1872			
Water/Sewer Operator I		Hourly	20.7343	21.7711	22.8596	24.0026	25.2027	26.4628	27.7860
		Bi-Weekly	1,658.7467	1,741.6840	1,828.7682	1,920.2067	2,016.2170	2,117.0278	2,222.8792
		Monthly	3,593.9512	3,773.6487	3,962.3312	4,160.4477	4,368.4701	4,586.8936	4,816.2383
		Annual	43,127.4143	45,283.7850	47,547.9742	49,925.3729	52,421.6416	55,042.7237	57,794.8599
Water/Sewer Operator II		Hourly	22.8572	24.0000	25.2000	26.4600	27.7830	29.1722	30.6308
		Bi-Weekly	1,828.5733	1,920.0020	2,016.0021	2,116.8022	2,222.6423	2,333.7744	2,450.4631
		Monthly	3,961.9088	4,160.0043	4,368.0045	4,586.4047	4,815.7250	5,056.5112	5,309.3368
		Annual	47,542.9061	49,920.0515	52,416.0540	55,036.8567	57,788.6996	60,678.1345	63,712.0413
Water/Sewer Lead Operator		Hourly	29.1723	30.6309	32.1624	33.7705	35.4591	37.2320	39.0936
		Bi-Weekly	2,333.7808	2,450.4698	2,572.9933	2,701.6430	2,836.7251	2,978.5614	3,127.4894
		Monthly	5,056.5250	5,309.3513	5,574.8188	5,853.5598	6,146.2378	6,453.5496	6,776.2271
		Annual	60,678.3002	63,712.2152	66,897.8260	70,242.7173	73,754.8531	77,442.5958	81,314.7256

CITY OF FIREBAUGH - Public Works/FMEA

2% Increase

Salary Schedule for Fiscal Year July 1, 2022 - Fiscal Year Ending June 30, 2023

Water & Waste Water Operators

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Water/Sewer Operator Trainee*		Hourly	17.8126	18.7032	19.6384	20.6203			
		Bi-Weekly	1,425.0055	1,496.2557	1,571.0685	1,649.6220			
		Monthly	3,087.5119	3,241.8874	3,403.9818	3,574.1809			
		Annual	37,050.1423	38,902.6494	40,847.7819	42,890.1710			
Water/Sewer Operator I		Hourly	21.1490	22.2065	23.3168	24.4826	25.7068	26.9921	28.3417
		Bi-Weekly	1,691.9216	1,776.5177	1,865.3436	1,958.6108	2,056.5413	2,159.3684	2,267.3368
		Monthly	3,665.8302	3,849.1217	4,041.5778	4,243.6567	4,455.8395	4,678.6315	4,912.5631
		Annual	43,989.9626	46,189.4607	48,498.9337	50,923.8804	53,470.0744	56,143.5781	58,950.7571
Water/Sewer Operator II		Hourly	23.3143	24.4800	25.7040	26.9892	28.3387	29.7556	31.2434
		Bi-Weekly	1,865.1448	1,958.4020	2,056.3221	2,159.1382	2,267.0951	2,380.4499	2,499.4724
		Monthly	4,041.1470	4,243.2044	4,455.3646	4,678.1328	4,912.0395	5,157.6414	5,415.5235
		Annual	48,493.7643	50,918.4525	53,464.3751	56,137.5939	58,944.4736	61,891.6972	64,986.2821
Water/Sewer Lead Operator		Hourly	29.7557	31.2435	32.8057	34.4459	36.1682	37.9767	39.8755
		Bi-Weekly	2,380.4564	2,499.4792	2,624.4532	2,755.6758	2,893.4596	3,038.1326	3,190.0392
		Monthly	5,157.6555	5,415.5383	5,686.3152	5,970.6310	6,269.1625	6,582.6206	6,911.7517
		Annual	61,891.8662	64,986.4595	68,235.7825	71,647.5716	75,229.9502	78,991.4477	82,941.0201

CITY OF FIREBAUGH

Benjamin Gallegos, City Manager

Date

James Sanchez, City Attorney

Date

FIREBAUGH MISCELLANEOUS EMPLOYEES ASSOCIATION

Michael Molina, Bargaining Team Member

Date

Noah Marquez, Bargaining Team Member

Date

OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO

Allen Dunbar, Business Representative

Date

RESOLUTION NO. 20-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE FIREBAUGH POLICE OFFICERS ASSOCIATION AND APPROVING RELATED SALARY SCHEDULES

WHEREAS, the current Memorandum of Understanding between the City and the Firebaugh Police Officers Association will terminate on June 30, 2020; and

WHEREAS, a new Memorandum of Understanding has been prepared which sets forth the employment terms and conditions of the City and the Firebaugh Police Officers Association, and is attached hereto as Exhibit “A” and is incorporated herein by this reference; and

WHEREAS, a corresponding Salary Schedule has been prepared, and is attached hereto as Exhibit “B” is incorporated herein by this reference; and

WHEREAS, the Firebaugh City Council has carefully considered all of the facts and circumstances relating to the implementation of the new Memorandum of Understanding and corresponding Salary Schedules.

NOW, THEREFORE, be it resolved by the City Council of the City of Firebaugh as follows:

1. The recitals set forth above are true and correct as of the date this Resolution is adopted.
2. The Memorandum of Understanding, attached hereto as Exhibit “A,” is hereby approved.
3. The Salary Schedule, attached hereto as Exhibit “B,” is hereby approved.
4. The City Manager and staff are hereby authorized to carry out the purposes and activities described in the Memorandum of Understanding.
5. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 15th day of June, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT "A"



MEMORANDUM OF UNDERSTANDING

Between the CITY OF FIREBAUGH and the
FIREBAUGH POLICE OFFICERS ASSOCIATION

Terms and Conditions

Represented By:

Operating Engineers Local No. 3 AFL-CIO

Effective July 1, 2020 – June 30, 2023

Table of Contents

1. <u>PREAMBLE</u>	1
2. <u>RECOGNITION</u>	1
3. <u>PURPOSE</u>	1
4. <u>FULL FORCE AND EFFECT</u>	2
5. <u>COMMUNICATION WITH EMPLOYEES</u>	2
6. <u>ADVANCE NOTICE</u>	2
7. <u>REPRESENTATIVE OF THE UNION</u>	2
8. <u>ACCESS TO PERSONNEL FILES</u>	2
9. <u>NOTICE OF LAYOFF</u>	2
10. <u>SAFETY RULES / REGULATIONS / LOSS</u>	2
11. <u>COMPENSATION</u>	3
12. <u>SALARIES</u>	3
13. <u>LONGEVITY PAY</u>	4
14. <u>INCENTIVE PAY AND RECOGNITION OF CERTIFICATES</u>	4
15. <u>PERFORMANCE EVALUATION</u>	4
16. <u>HEALTH INSURANCE</u>	5
17. <u>DENTAL / VISION COVERAGE</u>	5
18. <u>RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT (PEMHCA)</u>	6
19. <u>SICK LEAVE CONVERSION FOR MEDICAL PREMIUM</u>	6
20. <u>CURRENT RETIREES (Retirement Prior To June 30, 2014)</u>	6
21. <u>TRAINING</u>	6
22. <u>MILEAGE REIMBURSEMENT</u>	6
23. <u>WORKDAY AND OVERTIME</u>	6
24. <u>SAFETY EQUIPMENT</u>	7

25. <u>CITY PROPERTY REPLACEMENTS</u>	7
26. <u>UNIFORMS</u>	7
27. <u>ADMINISTRATION OF COMPENSATION PLAN</u>	8
28. <u>VACATION</u>	8
29. <u>VACATION TIME CASH OUT OF UP TO FORTY (40) HOURS</u> <u>PER FISCAL YEAR</u>	9
30. <u>HOLIDAYS</u>	9
31. <u>SICK LEAVE</u>	10
32. <u>RETIREMENT</u>	10
33. <u>PEACE OFFICER’S RIGHTS</u>	11
34. <u>GRIEVANCE PROCEDURES</u>	11
35. <u>DISCIPLINARY PROCEDURES</u>	11
36. <u>EMPLOYEE DEVELOPMENT</u>	11
37. <u>BEREAVEMENT LEAVE</u>	11
38. <u>JURY DUTY</u>	11
39. <u>VOTING</u>	11
40. <u>LEAVES OF ABSENCE</u>	11
41. <u>WORKERS’ COMPENSATION</u>	11
42. <u>CITY PERSONNEL RULES</u>	12
43. <u>CONCLUSIVENESS</u>	12
44. <u>ASSOCIATION RIGHTS</u>	12
45. <u>CITY MANAGEMENT RIGHTS</u>	13
46. <u>SAVINGS CLAUSE</u>	13
47. <u>SUPERSEDES PREVIOUS DOCUMENTS</u>	13
48. <u>STATEMENT OF CONTINUING BENEFITS</u> <u>AND WORKING CONDITIONS</u>	13

49. <u>TERM OF MOU</u>	14
50. <u>RECOMMENDATION OF REPRESENTATIVES</u>	14
<u>EXHIBIT “B” SALARY SCHEDULES</u>	15

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH
AND FIREBAUGH POLICE OFFICERS ASSOCIATION
July 1, 2020 - June 30, 2023**

1. **PREAMBLE**

This Memorandum of Understanding (MOU) represents the mutual agreement between the City of Firebaugh management, hereinafter referred to as the "City," and the Firebaugh Police Officer Association (FPOA), hereinafter referred to the "Association", and Operating Engineers Local Union No. 3 (OE3), hereinafter referred to as the "Union", pursuant to California Government code, Section 3500 et seq., (commonly known as the Meyers-Milias-Brown Act).

The legal relationship between the City and the Association, and the Union is governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). In the event of conflict between the Meyers-Milias- Brown Act and any local City Ordinance, resolution or other regulation, the Meyers-Milias-Brown Act shall govern.

2. **RECOGNITION**

A. The City acknowledges the Union, representing the Association, as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and working conditions of employment, for all regular employees of the Firebaugh Police Department including the classifications below:

1. Sergeant
2. Police Corporal
3. Police Officer
4. Lead Dispatcher
5. Dispatcher I
6. Community Services Officer

B. The police unit shall be permanent full-time employees of the City of Firebaugh Police Department below management level. Management level shall be considered to include the rank of Lieutenant and higher ranks, if budgeted, up to the Chief of Police. The provision of this MOU shall not apply to management-level employees. Employees who are employed under Federal, State, or specialized programs shall be represented only within the City of Firebaugh and these agencies.

C. The City, or its designees, the Association, or its designees and the Union or its representatives recognize and agree to deal with each other exclusively, on all matters relating to grievances, interpretation of this MOU, and any and all negotiations for the development of future MOU.

3. **PURPOSE**

The purpose of this MOU is to promote harmonious relations between the City and the Association; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work, and other terms and conditions of employment.

4. **FULL FORCE AND EFFECT**

- A. It is agreed that this MOU is not in force or effect until ratified and approved by Resolution hereby adopted by the City Council of the City of Firebaugh.
- B. All wages, hours, terms, and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set forth in the MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- C. The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

5. **COMMUNICATION WITH EMPLOYEES**

Space shall be provided on the bulletin board located in the Police Station building, for posting of notices regarding official Union business.

6. **ADVANCE NOTICE**

The City shall provide the Union reasonable advance notice when an action is directly relating to matters within the scope of representation that is being proposed to City Council for their consideration. The City shall give the Union the opportunity to meet with the appropriate management representatives prior to adoption.

7. **REPRESENTATIVE OF THE UNION**

An authorized representative of the Union shall be allowed to visit the work location, with reasonable, prior notification of City Manager or Department Head. Casual drop by visits are allowed with the understanding that official business meetings are to be noticed by phone or e-mail prior to the meeting. Visits shall be reasonable and Union representative shall not interfere with the normal conduct of work. Union meetings shall be held during lunch (with a maximum of 30 minutes allowed) or after normal working hours.

8. **ACCESS TO PERSONNEL FILES**

An employee shall have access to his/her personnel file upon a request made to the personnel officer. An employee's authorized Union representative shall have access to the employee's personnel file upon written authorization from said employee. Nothing shall be placed in an employee's personnel file without his/her knowledge. An authorized City employee shall observe but not interfere with the review. The reviewing employee and/or the employee's representative may take notes and the employee shall be allowed to have a copy made of the file in accordance with California Codes.

9. **NOTICE OF LAYOFF**

Before an employee is laid off, the employee and the Union shall be notified in writing of such action at least thirty (30) days prior to the effective date of layoff.

10. **SAFETY RULES/REGULATIONS/LOSS**

- A. Both the City and the Union shall expend every effort to insure that work is performed with a maximum degree of safety, consistent with the requirements to conduct efficient operations.
- B. The City and each employee covered by this MOU agree to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards immediately. The City shall remedy any reported safety hazard immediately. Any employee having knowledge of, or who is a witness to an accident, shall, if requested, give full and truthful testimony as to same.

- C. The City shall continue to supply employees with legally-required safety equipment. All employees shall use City supplied safety equipment for the purposes and uses specified under applicable safety rules and regulations.

11. **COMPENSATION**

- A. **Pay Period:** The Standard Pay Period is two weeks (14 calendar days). (The standard work period is 40 forty hours worked in a calendar week but subject to call out at any time.) The usual work day is 8 hours.
- B. **Breaks:** Employees shall be entitled to two (2) fifteen (15) minute breaks, one (1) before lunch break and the second an hour before workday is over.
- C. **Overtime:** Any employee who works in excess of eight hours per day or forty (40) hours per week shall be paid one and one-half (1 ½) times their regular hourly rate for all hours worked in excess eight hours per day or forty (40) hours in one week. All hours over 12 hours per day shall be compensated at double time. All paid leave (vacation and holiday) is considered time worked. The workweek will be established by direction of the Department Head and may be changed from time to time. Individual workweek designations may be established for each job position at the discretion of the Department Head.
- D. **Authorization:** All overtime worked shall be authorized and ordered in advance by the Department Head or his/her designee. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Department Head or his/her designee on the next regular business day after such work is performed.
- E. **Sick Leave Related to Overtime:** Employee shall not be eligible for overtime pay if employee's workweek (either via actual hours worked and/or vacation time does not exceed 40 hours per the week in question). Therefore, if employee is ill or off on sick leave this time is not calculated as work hours; unless such hours exceed eight (8) actual hours worked in the day.
- F. **Reporting:** Each employee shall make a written report of all overtime worked and each department shall keep an accurate record of overtime worked by employees in the department. No changes shall be made in the overtime as reported by the employee unless the proposed changes and the reasons therefore are first discussed with the employee and the Department Head. If the employee is not available to discuss changes prior to processing payroll, changes may be made by the department head to expedite the payroll process. Any changes made will be discussed with the employee at the earliest availability of that employee. If the employee disputes changes and the employee to support his/her original claim to the satisfaction of the Police Chief can provide justification and or documentation; a corrected payroll check will be issued with all payroll records adjusted accordingly.

12. **SALARIES**

- A. Police Officers will receive the following increases on July 1st of every fiscal year from July 1, 2020 through June 30, 2023. (See Exhibit "1", which is incorporated herein by this reference).
 - 1) July 1, 2020 – No Increase
 - 2) July 1, 2021 – 2% Increase
 - 3) July 1, 2022 – 2.0% Increase

B. Dispatch / Community Service Officer will receive the following increases on July 1st of every fiscal year from July 1, 2020 through June 30, 2023. (See Exhibit "1").

- 1) July 1, 2020 – No Increase
- 2) July 1, 2021 – 2% Increase
- 3) July 1, 2022 – 2.0% Increase

C. Step Increases:

Step increase will apply only when Employee is eligible to move to next salary step per employee merit anniversary date.

13. **LONGEVITY PAY**

A. Longevity Pay Program is provided for Association employees as outlined below. However, no employee who is currently receiving Longevity Pay will be reduce in pay.

B. At the 10 year employment anniversary date, and at each five (5) year increment of employment, employee will be given a raise of 2.5% of that employee's existing base salary.

C. Employees hired after July 1, 2014 are not eligible to earn Longevity Pay.

14. **INCENTIVE PAY AND RECOGNITION OF CERTIFICATES**

A. **BILINGUAL PAY**

- 1) Employees certified before July 1, 2014 - Level 1 = \$50 per month Level 2 = \$75.
- 2) All Employees certified after July 1, 2014: \$50 per month, by passing the CPS HR Consulting Law Enforcement Bilingual Written Exam Spanish / English (B640A).
- 3) Employee must be in a regular status, i.e. passed probationary period to be eligible for Bilingual pay.
- 4) The above referenced Bilingual Exam will be offered once per year if Association employee requests such exam. City will administer exam within 45-days of request. Individual employees will be allowed one (1) test per fiscal year. If the employee is unsuccessful on the Bilingual Exam and chooses to take the exam an additional time, when the City offers the exam the following fiscal year, that employee must pay for his/her portion of the exam.

B. **FIELD TRAINING OFFICER PAY**

Officers assigned this duty, to be paid 5% of their base salary, shall only apply to full time officers, and not reserve officers in training.

C. **K-9 OFFICER PAY**

Officers assigned this duty, to be paid 5% of their base salary, shall only apply to full time officers.

15. **PERFORMANCE EVALUATION**

A. During the probationary period an employee will undergo constant oral evaluation. A probationary employee will be evaluated in writing at the end of the first 60 days, again at 120 days and prior to the end of the probationary period. Employees will serve a probationary period of twelve (12) months for Non-Sworn employees and eighteen (18) months Sworn employees, shall receive their step increase in the first pay period after successful completion of the probationary period. If the

Police Chief with agreement of the City Manager believes a second step would be in order, he may recommend and move to do so.

- B. Sworn Employee - However, employee is eligible to advance to next step on Schedule after one (1) year if satisfactory progress is being made. Permanent status is NOT granted until probationary period of 18 months is satisfactorily completed and passed and therefore no other terms associated with this MOU apply until such status is obtained.
- C. After probationary period, performance evaluations will be conducted at least once every twelve (12) months. After a satisfactory performance evaluation and upon the recommendation by the Department Head and approved by the City Manager, employee may receive a step raise.
- D. The City and Association agree that before an employee receives a step increase, he/she shall receive a satisfactory or above performance evaluation and recommendation for salary increase must be made on the employee by the Police Chief and approved by the City Manager.
- E. Should an employee be promoted and/or temporarily appointed into another classification, his/her salary shall increase by a minimum of five (5%) percent.

16. **HEALTH INSURANCE**

City shall provide full-time employees with a monthly medical benefit as identified below:

- A. The cost of the Monthly CalPERS Medical Premium: Of the four least expensive medical plans Employee will pay 20% of the Monthly Premium, and the City will pay 80% of Employee Monthly Premium per CalPERS Basic Premium Rates (Other Southern California – Region 2)* as determined by City.
- B. For Dependent Coverage City will pay 80% of Employee Monthly Premium and the Employee with pay 20% of the Employee Monthly Premium, approved CalPERS medical plan.
- C. Employees may decline health insurance offered by the City. If an employee waives coverage for himself or herself, he or she will have to show proof of coverage under another plan such as parent's plan, a spouse's plan or Affordable Care Act. Employees who decline insurance is eligible for a \$300.00 monthly stipend with proof of health insurance. Employee must show proof of Insurance every year.

17. **DENTAL / VISION COVERAGE**

- A. No contribution by employee. For Dependent Coverage employee will pay 10% of monthly premium throughout the term of this MOU.
- B. Dental and vision change in coverage providers, the city must demonstrate to the bargaining unit that the following conditions have been met prior to making in changes in the plans:
 - 1) New carrier / provider's network of providers matches or exceeds current plan(s).
 - 2) New carrier / provider's benefits matches or exceeds current plan(s).
 - 3) If these conditions are not met, the City and Association shall meet and confer to insure Carriers offering plans are equal to or better than what is offered currently.

18. **RETIREMENT MEDICAL BENEFITS PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA)**

The City will use the "unequal contribution" method for medical care premium payments for annuitants (retirees after June 30, 2014), as permitted under Govt. Code section 22892. Under this method the City is required annually to increase the total monthly annuitant health care contribution to equal an amount not less than the number of years the City has been in the PEMHCA program multiplied by five percent (5%) of the current monthly employer contribution for active employees until the time the City's Contribution for annuitant equals the City's PEMHCA contribution paid for active (Retirees before June 30, 2014) employees (\$350/mo.) is reached.

*PEMHCA Amount of \$347.77/month for those retiring after June 30, 2014 (percent increases 5% annually) or as set or modified per CalPERS.

19. **SICK LEAVE CONVERSION FOR MEDICAL PREMIUM**

Sick Leave Conversion to Medical Premium: to qualify employee must meet all of the following:

- A. Hired Before June 30, 2014.
- B. The employee has been covered by City selected medical insurance program for payment provided by the City for a continuous 5-year period immediately preceding such retirement; and the employee has been eligible to accumulate unused sick leave credit hours.
- C. Have accumulated 1,000 hours of sick leave; and
- D. Only if employee reaches this standard Employee may use 500 hours of time at current value and apply towards premium. Otherwise, employee may use 100% of all accumulated sick leave to apply to CalPERS "Time in Service Credit" for retirement formula calculations.

20. **CURRENT RETIREES (Retirement Prior to June 30, 2014)**

City will continue at the current City level of PEMHCA contribution (\$347.77/mo.) towards their Medical Coverage. Applies to all whom have retired before June 30, 2014.

21. **TRAINING**

The City agrees to send Police Officers / Dispatchers Employees to training, classes or schools to obtain required and/or mandated certificates and licenses to meet statute mandated certificates including state and federal requirements. These classes will be on City time; however no overtime will be applicable on days of exams. FLSA shall apply after normal work schedule hours.

22. **MILEAGE REIMBURSEMENT**

IRS Standard Mileage Rates per IRS mileage (<https://www.irs.gov/tax-professionals/standard-mileage-rates/>)

23. **WORK DAY AND OVERTIME**

- A. **Workweek**: The regularly scheduled workweek shall be forty (40) hours with two (2) consecutive days off when working the 5/8 schedule. Two (2) days and 3 days consecutive days off when working the 5/9 schedule. Three (3) consecutive days off when working the 4/10 schedule. Three (3) days and four (4) days consecutive days off when working 4/12 schedule. Nothing in the changes listed in the MOU are intended to increase or reduce any obligation of the Association to work a forty (40) hour workweek. As approved by the Chief of Police.
- B. **Overtime**: Any time worked in excess of an employee's workday of eight (8) hours or ten (10) hours or scheduled workweek (40) hours depending on the scheduled workday(s).

24. **SAFETY EQUIPMENT**

- A. All sworn personnel shall, as soon as possible after the initial date of employment, receive City furnished safety equipment.
- B. Safety equipment shall include:
 - 1) Smith & Wesson MP40 service weapon & Holster
 - 2) 46 rounds of Ammunition
 - 3) Three ammunition magazines & Magazine Pouch
 - 4) Bulletproof Vest
 - 5) Aerosol Tear Gas (Pepper Spray) & Pouch
 - 6) Expandable Baton & Baton Holster
 - 7) Two Handcuffs and two handcuff cases
 - 8) Rechargeable Flashlight (Attached to patrol car)
 - 9) One duty belt and under belt
 - 10) Keeper Straps (4)
 - 11) Rain Gear (heavy duty law enforcement type rain coat)
 - 12) Riot Helmet with Face Shield
 - 13) Traffic reflective vest
 - 14) Kenwood portable radio and extended microphone
 - 15) CPR Mask
 - 16) Taser and Holster

25. **CITY PROPERTY / REPLACEMENTS**

- A. All safety equipment described in the MOU shall remain the property of the City and shall be returned to the City upon request or upon the employee's termination of employment.
- B. With the approval of the Police Chief and the City Manager the City shall replace all safety equipment described in the MOU on an as needed basis.
- C. If any equipment described in this MOU is lost or damaged by the employee, he/she shall pay appropriate repair or replacement costs. This does not include damage that occurs during the lawful exercise of the employee's duties.

26. **UNIFORMS**

- A. Within sixty (60) days of initial employment by the Police Department any employee required to wear a uniform shall be reimbursed two hundred dollars (\$200) by the City towards the purchase of the initial uniform. After employment of one (1) year, the City will reimburse the employee one hundred dollars (\$100) towards the purchase of other uniform clothing, with proof of purchase.
- B. Following completion of probationary period, the City shall pay to each Police Officer a uniform maintenance allowance of seventy-five dollars (\$75) per month and to each dispatcher required to wear a uniform an allowance of sixty-five dollars (\$65) per month, and to each dispatcher who is not required to wear a uniform but chooses to do so an allowance twenty- five dollars (\$25) per month.

27. **ADMINISTRATION OF COMPENSATION PLAN**

- A. **Callback Time:** Employees called back to work after working a regular work shift shall be paid a minimum of two (2) hours of pay and/or all additional time worked over two (2) hours. Call back will not apply if the regular work shift has been extended by management. All callback time worked shall be compensated in accordance with the overtime provision of this MOU.
- B. **Court Time/ Standby:** Employees placed on standby, either by the City or by the court or District Attorney (DA) office, shall be compensated at a rate of \$30.00 per day. Employee must be able to respond to Court within 1 hour of contact. Overtime will not be paid while on Standby.
- 1) Court time shall be paid to employees at minimum of three (3) hours at the rate of time and one-half (1-1/2) when called to court, when overtime is applicable. These minimum hours shall not be in conflict with regular work hours, otherwise overtime is paid on an actual time worked basis. Standby pay will cease if called to court and paid for overtime.
- 2) The Chief of Police and City Manager will determine Court appearances other than City cases.
- C. **Training/School Time:** Any time an employee is required by the Police Chief to attend either training or a specialized school, he/she shall be paid in accordance with the provision of this MOU.
- D. **Out of Class:** An employee who is required to perform the duties of a higher classification as required by the Police Chief and approved by City Manager shall receive an increase in his/her salary of five percent (5%) or the first step of out-of-class position, whichever is greater, commencing after the fifteenth (15th) consecutive working day worked out-of-class.
- E. **Post Certificate Pay/College Incentive Pay:** Compensation will be changed as follows:
- 1) **SWORN EMPLOYEES**
- a. Intermediate POST - One-Time Lump-Sum Amount of \$3,000
- b. Advanced POST -One-Time Lump-Sum amount of \$4,000
- 2) **NON SWORN EMPLOYEES**
- a. AA or AS Degree -One-Time Lump-Sum Amount of \$3,000
- b. BA or BS Degree - One-Time Lump-Sum amount of \$4,000

Certification must be attained while employed with the City. An employee hired by City who already possesses such certification and/or degrees is not eligible for the "lump-sum" award.

28. **VACATION**

- A. Employees covered by this unit shall earn vacation credits at the following rates:

Years of Service	Hours per annum
One to five years of service	80 hours per annum
Six years through ten years	96 hours per annum
Eleven years through fifteen years	120 hours per annum
Sixteen years through twenty years	144 hours per annum
Over twenty years	176 hours per annum

- B. Vacation hours allowed on the books increase with time in service as increased vacation hours are earned annually: Employees will not earn additional vacation hours once they have reached the "**Maximum hours**" as indicated below.

Years of Service	Maximum Hours per annum
One to five years of service	120 hours per annum
Six years through ten years	144 hours per annum
Eleven years through fifteen years	180 hours per annum
Sixteen years through twenty years	216 hours per annum
Over twenty years	264 hours per annum

City may schedule vacation time if employee vacation book hours are reaching the allowable maximums. If employee exceeds the amount on the vacation hours on books for the allowable per category (i.e. 144 hours for 6-10 years) employee will NOT earn any additional time until he/she is below the maximum amount. Without violating the Maximum accrual vacation hour's policy, the City has the authority to schedule vacations according to workload, staffing and attempts to limit unscheduled time off and/or disruptions in the work schedule, and the undesirable possibility of employees reaching the Vacation Maximum hours and potentially not being able to accrual vacation time. When scheduling vacation blocks City will take into account: seniority, employee considerations and needs. However, City's scheduling decisions are final.

29. VACATION TIME CASH OUT, MAXIMUM OF FORTY (40) HOURS PER FISCAL YEAR

An employee of this bargaining unit may cash out, up to 40 hours of vacation time per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation to for this benefit.

30. HOLIDAYS

The City shall have the right to require the employees to work on state and national holiday, and those employees shall be compensated as follows:

- A. Time and one-half pay (1 ½) is earned by each employee who is assigned to shift work and not provided a holiday during the workweek.
- B. Holiday Bank hours will be calculate at a rate of ½ of the number of hours worked for the holiday assigned.
- C. Holiday Bank will be cashed when employee receives an increase.
- D. Holidays listed below will be observed during this MOU:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincolns Birthday	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Friday before Easter (½ day)	Christmas Eve (½ day)
Memorial Day	Christmas Day
Independence Day	New Year's Eve (½ day)
Labor Day	

31. **SICK LEAVE**

All full-time employees earn sick leave at the rate of 12 sick days per year. Sick time is credited to the employee on a bi-weekly basis.

- A. Sick leave with pay shall be accrued at the rate of one (1) workday for each calendar month of service, 3.69 hours per pay period based on 26 pay periods. An employee who is going to be absent on sick leave shall contact his immediate supervisor with as much advance notice as possible (however, a minimum of two (2) hour notice is required). Employees may be required to furnish a verification of illness even for a one (1) day absence (if employee's record indicates a high usage of sick-leave and/or sick-leave use is higher before and after employee's scheduled weekend) but normally only after an absence of three (3) consecutive days.
- B. Normally an employee eligible for such leave with pay will be granted such leave for the following reasons:
 - 1) Personal illness or incapacity.
 - 2) Illness of a member or the employee's household or immediate family (spouse and/or children) that requires the employee's personal care and attendance, not to exceed ten (10) days in any one (1) calendar year.
- C. Sick leave shall not be cashed out or given to any employee in cash when an employee resigns, or is terminated or retires.
- D. Unused Sick Leave Credit/Time In Service: Eligible employees may have unused sick leave credits (accumulated hours) converted to CalPERS time "In-Service" as provided in the City/CalPERS Retirement contract,
- E. Conversion of sick leave hours to medical insurance premiums for retirees is not an available benefit to employees hired after July 1, 2014.
- F. Extension beyond age 65 of eligibility for payment of health insurance premiums based on unused sick leave: Employees who retire at age 65 shall be eligible to have unused sick leave credits hours converted to a cash equivalent value of 50% of 1,000 hours for the purpose reimbursement of payment by the employee of the premium requirement for a CalPERS health insurance program or a supplemental Medicare insurance program to the employee and his/her eligible spouse (per limits established above). Or Employee may convert ALL or a portion of these hours to the PERS "sick leave" conversion for retirement "service time". In the event said spouse or other eligible dependents are below age 65, the premium requirement for a conversion program shall be paid from the unused sick leave credits hours.

32. **RETIREMENT**

Upon retirement, an employee may continue medical coverage under the City's medical plan at the employee's sole expense if allowed by the City's medical provider, HMO or insurance carrier. The City will provide each employee access to a Section 457 Deferred Compensation Plan through PERS, with any and all contributions to be made at the discretion of the employee. Final compensation will be based upon the current PERS plan using the highest year earnings of PERS earning.

A. CalPERS Retirement Program Formulas

Miscellaneous Formula 2.5% <u>@55</u>	PEPRA Miscellaneous Formula 2% <u>@62</u>
Safety Police Formula 3% <u>@55</u>	PEPRA Safety Police 2.7% <u>@ 57</u>

State Law requires New CalPERS Formula for New Hires if they are new to CalPERS and/or previous employers had a different CalPERS retirement formula. Classic Plan applies to new employee hired before January 1, 2013 who previously were enrolled in a CalPERS Plan and have not been separated from their previous service for more than 6 months. City will conform to the Public Employees' Pension Reform Act of 2013 (PEPRA).

B. CalPERS Contribution: Classic Employees are paying full eight (8%) PERS contribution.

33. **PEACE OFFICER'S RIGHTS**

The City and employees covered by this MOU shall adhere to the provision of Government Code section 3300 through 3311, known as the Public Safety Officers Procedural Bill of Rights. Prior to any meeting with an employee involving disciplinary proceedings, or at any point during an interrogation or interview where disciplinary action becomes a possibility, the City shall advise the employee of his/her right to representation.

34. **GRIEVANCE PROCEDURES**

"Employee Grievances" is in the City's Personnel Rules and is incorporated herein by this reference.

35. **DISCIPLINE PROCEDURE**

"Disciplinary Actions" is in the City's Personnel Rules and is incorporated herein by reference.

36. **EMPLOYEE DEVELOPMENT**

It is the City's desire to provide reasonable encouragement to its employees in their efforts to improve proficiency in their present jobs and to prepare for advancement.

Therefore, the City will reimburse its employees the cost of tuition, books and supplies for all accredited courses and seminars attended when the following criteria are met:

- A. The course is relevant to City business and employee's position with the City;
- B. A minimum grade of "C" or its equivalent is obtained; and
- C. Approval from the City Manager is obtained prior to the beginning of the course.

37. **BEREAVEMENT LEAVE**

"Bereavement Leave" is in the City's Personnel Rules and is incorporated herein by this reference.

38. **JURY DUTY**

"Jury Duty" is in the City's Personnel Rules and is incorporated herein by this reference.

39. **VOTING**

"Voting" is in the City's Personnel Rules and is incorporated herein by this reference.

40. **LEAVE OF ABSENCE**

"Personal Leave without Pay,"

"Family and Medical Care Leave", and

"Military Leave" are in the City's Personnel Rules and are incorporated herein by this reference.

41. **WORKERS COMPENSATION**

"Workers' Compensation" is in the City's Personnel Rules and is incorporated herein by this reference.

42. **CITY PERSONNEL RULES**

Both parties have had the opportunity to meet, review and accept the City's updated Personnel Rules which are incorporated herein by reference. If, there is a conflict between this MOU and the Rules, the MOU will control and be followed.

43. **CONCLUSIVENESS**

- A. The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyer-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- B. If, during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provision 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 Association. Any such changes shall validly become part of the MOU and subject to its terms.
- C. During the life of the MOU, should either party desire to meet and confer as to matters within the MOU or as to matters not addressed in the MOU, but within the scope of representation, such party shall request in writing its desire. The responding party may meet and confer with the requesting party, but is not obligated to per this MOU.
- D. The City's Personnel Rules and Employee Handbook and any other handbooks and/or policy manuals referenced in this MOU may require changes which must be presented to the Union for review. The City and Union shall meet and confer on those changes.

ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- E. The City agrees not to interfere with nor discriminate in any way against any employee by reason of his/her membership in the Union actively required by this MOU.
- F. The City agrees not to intimidate any employee; nor attempt to restrain any employee, nor in any way limit the full and free expression of any employees' right to participate in the Union lawful activities.
- G. The City shall deduct the dues or service fee upon proper authorization by Association members.
 - 1) If any member desires the City to deduct his/her dues or service fee from his/her paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization Form.
 - 2) A dues or service fee authorization may be revoked by a member and the dues or service fee deduction canceled only during the last two months of the contract.
 - 3) The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized. When a member is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the member deposit with the Controller the amount which would have been deducted if the member had been in a pay status during that period. In the case of a period when the salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be made.
 - 4) The deduction check covering all such deductions shall be transmitted to the Union at least once monthly and made payable to: Firebaugh Police Officers Association.

- 5) Reasonable advance notice of any City ordinance, rule resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Council. Reasonable access to employee work locations, with prior Department Head and City Manager notification, for employees of the Association and their officially designated representatives for the purpose of processing grievance or contacting members of the organization concerning business within the normal operations of any department or with established safety or security requirements.

44. **CITY MANAGEMENT RIGHTS**

- A. Notwithstanding any of the items agreed to herein, nothing in this MOU is intended to limit the management rights of the City.
- B. These include, but are not limited to:
 - 1) Direct the work of its employees.
 - 2) Hire, promote, transfer, assign, reassign, and classify employees with the City.
 - 3) Discipline employees for proper cause and in accordance with the City of Firebaugh Personnel Rules.
 - 4) Take any actions deemed necessary to carry out the mission of the City in emergencies.
 - 5) Determine the methods, means and the personnel necessary, by which operations of the City are to be carried on.
 - 6) Determine its budget, policies of the City, organization, merits, necessity and level of service or any activity provided to the public.
 - 7) The provisions of the City of Firebaugh's Personnel Policies Rules shall apply except to the extent such parties are otherwise provided for in this MOU

45. **SAVING CLAUSE**

- A. If any provision of the MOU should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the MOU shall remain in full force and effect for the duration of the MOU.
- B. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Union agree to meet and confer in a timely manner in an attempt to negotiate substitute provisions. Such negotiations shall apply only to the severed provisions of the MOU and shall not in any way modify or impact the remaining provisions of the existing MOU.

46. **SUPERSEDES PREVIOUS DOCUMENTS**

This document supersedes all previous City documents related to labor relationship between the City and its employees and the City, the Association and the Union which are governed by Chapter 10 of Division 4 of Title 1 of the Government Code (Section 3500 et seq., commonly known as the Meyers-Milias-Brown Act). Furthermore, if areas of the City's Employee Policy Handbook are in conflict with this document, the provisions of this document shall apply and supersede the Policy Handbook.

47. **STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS**

Benefits and working conditions as were previously agreed upon through the Meet and Confer process, and subsequently approved and implemented by appropriate authority, shall, unless herein expressly modified or eliminated, remain in effect until such time as they are subsequently modified or eliminated through the Meet and Confer process and similarly approved by appropriate authority.

48. **TERM OF MEMORANDUM**

The term of the MOU shall commence on July 1, 2020 and expire on June 30, 2023, unless otherwise agreed in writing between the parties.

49. **RECOMMENDATION OF REPRESENTATIVES**

The representatives to the City and the representatives of the Union, having met and conferred in good faith, have mutually agreed to recommend to the Firebaugh City Council and the general membership of the Association, that this MOU be adopted and ratified and that the wages, hours and other terms and conditions set forth herein be implemented.

EXHIBIT "B" SALARY SCHEDULES

CITY OF FIREBAUGH Police Officer's Association

0% Increase

Salary Schedule for Fiscal Year July 1, 2020 - Fiscal Year Ending June 30, 2021

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	Hourly	26.7937	28.6692	30.6761	32.8234	35.1210	37.5795	40.2101
	Bi-Weekly	2,143.4930	2,293.5375	2,454.0852	2,625.8711	2,809.6821	3,006.3599	3,216.8050
	Monthly	4,644.1456	4,969.2358	5,317.0823	5,689.2780	6,087.5275	6,513.6544	6,969.6102
	Annual	55,730.8187	59,631.9760	63,806.2143	68,272.6493	73,051.7348	78,165.3562	83,636.9312
Police Corporal	Hourly	24.3505	26.0550	27.8789	29.8304	31.9185	34.1528	36.5435
	Bi-Weekly	1,948.0406	2,084.4034	2,230.3116	2,386.4334	2,553.4838	2,732.2276	2,923.4836
	Monthly	4,220.6734	4,516.1205	4,832.2489	5,170.5064	5,532.4418	5,919.7127	6,334.0926
	Annual	50,649.0543	54,194.4881	57,988.1023	62,047.2694	66,390.5783	71,037.9188	76,010.5731
Police Officer	Hourly	22.0463	23.5895	25.2408	27.0077	28.8982	30.9211	33.0855
	Bi-Weekly	1,763.7039	1,887.1631	2,019.2645	2,160.6131	2,311.8560	2,473.6859	2,646.8439
	Monthly	3,821.2849	4,088.7748	4,374.9890	4,681.2383	5,008.9250	5,359.5497	5,734.7182
	Annual	45,856.3002	49,066.2412	52,500.8781	56,175.9396	60,108.2553	64,315.8332	68,817.9415

CITY OF FIREBAUGH Police Officer's Association

2% Increase

Salary Schedule for Fiscal Year July 1, 2021 - Fiscal Year Ending June 30, 2022

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	Hourly	27.3295	29.2426	31.2896	33.4799	35.8234	38.3311	41.0143
	Bi-Weekly	2,186.3629	2,339.4083	2,503.1669	2,678.3886	2,865.8757	3,066.4871	3,281.1411
	Monthly	4,737.0285	5,068.6205	5,423.4239	5,803.0636	6,209.2780	6,643.9275	7,109.0024
	Annual	56,845.4351	60,824.6155	65,082.3386	69,638.1023	74,512.7695	79,728.6633	85,309.6698
Police Corporal	Hourly	24.8375	26.5761	28.4365	30.4270	32.5569	34.8359	37.2744
	Bi-Weekly	1,987.0014	2,126.0915	2,274.9179	2,434.1621	2,604.5535	2,786.8722	2,981.9533
	Monthly	4,305.0868	4,606.4429	4,928.8939	5,273.9165	5,643.0906	6,038.1070	6,460.7745
	Annual	51,662.0354	55,278.3779	59,147.8643	63,288.2148	67,718.3899	72,458.6771	77,530.7845
Police Officer	Hourly	22.4872	24.0613	25.7456	27.5478	29.4762	31.5395	33.7473
	Bi-Weekly	1,798.9779	1,924.9064	2,059.6498	2,203.8253	2,358.0931	2,523.1596	2,699.7808
	Monthly	3,897.7106	4,170.5503	4,462.4888	4,774.8630	5,109.1034	5,466.7407	5,849.4125
	Annual	46,773.4262	50,047.5660	53,550.8957	57,299.4584	61,310.4204	65,602.1499	70,194.3004

CITY OF FIREBAUGH Police Officer's Association

2% Increase

Salary Schedule for Fiscal Year July 1, 2022 - Fiscal Year Ending June 30, 2023

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Sergeant	Hourly	27.8761	29.8275	31.9154	34.1495	36.5399	39.0977	41.8345
	Bi-Weekly	2,230.0901	2,386.1965	2,553.2302	2,731.9563	2,923.1933	3,127.8168	3,346.7640
	Monthly	4,831.7691	5,169.9929	5,531.8924	5,919.1249	6,333.4636	6,776.8061	7,251.1825
	Annual	57,982.3438	62,041.1078	66,383.9854	71,030.8644	76,003.0249	81,323.2366	87,015.8632
Police Corporal	Hourly	25.3343	27.1077	29.0052	31.0356	33.2081	35.5326	38.0199
	Bi-Weekly	2,026.7414	2,168.6133	2,320.4162	2,482.8454	2,656.6445	2,842.6096	3,041.5923
	Monthly	4,391.1886	4,698.5718	5,027.4718	5,379.3948	5,755.9524	6,158.8691	6,589.9900
	Annual	52,695.2761	56,383.9454	60,330.8216	64,553.9791	69,072.7576	73,907.8507	79,081.4002
Police Officer	Hourly	22.9370	24.5426	26.2605	28.0988	30.0657	32.1703	34.4222
	Bi-Weekly	1,834.9575	1,963.4045	2,100.8428	2,247.9018	2,405.2550	2,573.6228	2,753.7764
	Monthly	3,975.6648	4,253.9613	4,551.7386	4,870.3603	5,211.2855	5,576.0755	5,966.4008
	Annual	47,708.8947	51,048.5174	54,621.9136	58,445.4475	62,536.6289	66,914.1929	71,598.1864

CITY OF FIREBAUGH - Firebaugh Dispatchers

0% Increase

Salary Schedule for Fiscal Year July 1, 2020 - Fiscal Year Ending June 30, 2021

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Dispatcher	Hourly	20.7797	21.8187	22.9097	24.0552	25.2579	26.5208	27.8468
	Bi-Weekly	1,662.3797	1,745.4987	1,832.7736	1,924.4123	2,020.6329	2,121.6646	2,227.7478
	Monthly	3,601.8227	3,781.9138	3,971.0095	4,169.5600	4,378.0380	4,596.9399	4,826.7869
	Annual	43,221.8720	45,382.9656	47,652.1139	50,034.7196	52,536.4556	55,163.2783	57,921.4422
Dispatcher I	Hourly	16.0553	16.8580	17.7009	18.5860	19.5153	20.4910	21.5156
	Bi-Weekly	1,284.4205	1,348.6416	1,416.0736	1,486.8773	1,561.2212	1,639.2822	1,721.2464
	Monthly	2,782.9112	2,922.0567	3,068.1596	3,221.5675	3,382.6459	3,551.7782	3,729.3671
	Annual	33,394.9339	35,064.6806	36,817.9146	38,658.8104	40,591.7509	42,621.3384	44,752.4053
Community Services Officer	Hourly	19.5386	20.5155	21.5413	22.6183	23.7492	24.9367	26.1835
	Bi-Weekly	1,563.0853	1,641.2396	1,723.3016	1,809.4667	1,899.9400	1,994.9370	2,094.6838
	Monthly	3,386.6849	3,556.0191	3,733.8201	3,920.5111	4,116.5367	4,322.3635	4,538.4817
	Annual	40,640.2188	42,672.2297	44,805.8412	47,046.1333	49,398.4400	51,868.3620	54,461.7800

CITY OF FIREBAUGH - Firebaugh Dispatchers

2% Increase

Salary Schedule for Fiscal Year July 1, 2021 - Fiscal Year Ending June 30, 2022

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Dispatcher	Hourly	21.1953	22.2551	23.3679	24.5363	25.7631	27.0512	28.4038
	Bi-Weekly	1,695.6273	1,780.4087	1,869.4291	1,962.9005	2,061.0456	2,164.0978	2,272.3027
	Monthly	3,673.8591	3,857.5521	4,050.4297	4,252.9512	4,465.5987	4,688.8787	4,923.3226
	Annual	44,086.3094	46,290.6249	48,605.1562	51,035.4140	53,587.1847	56,266.5439	59,079.8711
Dispatcher I	Hourly	16.3764	17.1952	18.0549	18.9577	19.9056	20.9008	21.9459
	Bi-Weekly	1,310.1089	1,375.6144	1,444.3951	1,516.6149	1,592.4456	1,672.0679	1,755.6713
	Monthly	2,838.5694	2,980.4979	3,129.5227	3,285.9989	3,450.2988	3,622.8138	3,803.9545
	Annual	34,062.8326	35,765.9742	37,554.2729	39,431.9866	41,403.5859	43,473.7652	45,647.4534
Community Services Officer	Hourly	19.9293	20.9258	21.9721	23.0707	24.2242	25.4354	26.7072
	Bi-Weekly	1,594.3470	1,674.0644	1,757.7676	1,845.6560	1,937.9388	2,034.8357	2,136.5775
	Monthly	3,454.4186	3,627.1395	3,808.4965	3,998.9213	4,198.8674	4,408.8108	4,629.2513
	Annual	41,453.0232	43,525.6743	45,701.9581	47,987.0560	50,386.4088	52,905.7292	55,551.0156

CITY OF FIREBAUGH - Firebaugh Dispatchers

2% Increase

Salary Schedule for Fiscal Year July 1, 2022 - Fiscal Year Ending June 30, 2023

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Dispatcher	Hourly	21.6192	22.7002	23.8352	25.0270	26.2783	27.5922	28.9719
	Bi-Weekly	1,729.5398	1,816.0168	1,906.8177	2,002.1585	2,102.2665	2,207.3798	2,317.7488
	Monthly	3,747.3363	3,934.7031	4,131.4383	4,338.0102	4,554.9107	4,782.6562	5,021.7890
	Annual	44,968.0356	47,216.4374	49,577.2593	52,056.1222	54,658.9284	57,391.8748	60,261.4685
Dispatcher I	Hourly	16.7039	17.5391	18.4160	19.3368	20.3037	21.3189	22.3848
	Bi-Weekly	1,336.3111	1,403.1267	1,473.2830	1,546.9472	1,624.2945	1,705.5092	1,790.7847
	Monthly	2,895.3408	3,040.1078	3,192.1132	3,351.7189	3,519.3048	3,695.2700	3,880.0335
	Annual	34,744.0892	36,481.2937	38,305.3584	40,220.6263	42,231.6576	44,343.2405	46,560.4025
Community Services Officer	Hourly	20.3279	21.3443	22.4115	23.5321	24.7087	25.9442	27.2414
	Bi-Weekly	1,626.2340	1,707.5457	1,792.9230	1,882.5691	1,976.6976	2,075.5325	2,179.3091
	Monthly	3,523.5070	3,699.6823	3,884.6664	4,078.8998	4,282.8447	4,496.9870	4,721.8363
	Annual	42,282.0836	44,396.1878	46,615.9972	48,946.7971	51,394.1369	53,963.8438	56,662.0360

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendations of the following representatives:

CITY OF FIREBAUGH

Benjamin Gallegos, City Manager

Date

CITY OF FIREBAUGH ATTORNEY

James Sanchez, City Attorney

Date

FIREBAUGH POLICE OFFICERS ASSOCIATION

Raquel Tabares, Vice President Lead Dispatcher

Date

Fernando Campa, President Police Officer

Date

OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO

Allen Dunbar, Business Representative

Date

RESOLUTION NO. 20-28

**A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
TO ORDER ASSESSMENTS DISTRICT NO. 1
(Pursuant to the Landscaping and Lighting Act of 1972)**

The City Council of the City of Firebaugh resolves:

1. The City Council intends to levy and collect assessments within District No. 1 during the fiscal year 2020-2021. The area of land to be assessed is located in the City of Firebaugh, Fresno County.
2. In accordance with this Council's resolution directing the filing of an annual report, Mario Gouveia, Engineer of Work, has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district and the proposed assessments upon assessable lots and parcels of land within the assessment district.
3. On Monday, the 20th day of July, 2020, at 6:00 P.M., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located at the Community Center in Firebaugh, California.
4. The City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972.

PASSED AND ADOPTED by the City Council of the City of Firebaugh on June 15th, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

CITY OF FIREBAUGH
FRESNO COUNTY, CALIFORNIA
LANDSCAPING AND LIGHTING MAINTENANCE
DISTRICT NO. 1



ENGINEER'S REPORT
2020-2021


ENGINEER'S REPORT

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated: June 15, 2020

By 
Mario B. Gouveia P.E., Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment and Boundary Diagrams thereto attached was filed with me on the 15th day of June, 2020.

Rita Lozano, City Clerk, City of Firebaugh,
Fresno County, California

By _____
Rita Lozano

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment and Boundary Diagrams thereto attached was approved and confirmed by the City Council of the City of Firebaugh, California, on the 20th day of July, 2020.

Rita Lozano, City Clerk, City of Firebaugh,
Fresno County, California

By _____
Rita Lozano

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment and Boundary Diagrams thereto attached was filed with the County Auditor of the County of Fresno on the _____ day of July, 2020.

Rita Lozano, City Clerk, City of Firebaugh,
Fresno County, California

By _____
Rita Lozano

ENGINEER'S REPORT

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

The undersigned, Engineer of Work for the Assessment District, City of Firebaugh, Fresno County, California, makes this report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (*Landscaping and Lighting Act of 1972*).

The improvements which are the subject of this report are briefly described as follows:

1. Storm Drainage Facilities
2. Landscape Maintenance
3. Lighting
4. Flood Control Levee

This report consists of six parts as follows:

- PART A. Plans and Specifications and description of district formation.
- PART B. An estimate of the cost of the improvements.
- PART C. An assessment of the estimated cost of the improvements on each benefited parcel of land within the assessment district.
- PART D. A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.
- PART E. A list of the names and addresses of the owners of real property within this assessment district, as shown on the last equalized assessment roll for taxes, or as known to the Clerk. The list is keyed to Exhibit C by assessment number.
- PART F. Assessment and boundary diagrams showing all of the parcels of real property within this assessment district and the description of the Landscaping and Lighting Maintenance District No. 1 boundary. The Assessment Diagram is keyed to Part C by assessment number.

Respectfully submitted,



Engineer of Work

PART A

PLANS AND SPECIFICATIONS AND DISTRICT BOUNDARY

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

PLANS AND SPECIFICATIONS

The plans and specifications for the street landscaping and lighting and storm drainage improvements to be maintained are on file at the Public Works Department of the City of Firebaugh and are incorporated herein by reference.

DISTRICT FORMATION

WHEREAS, on October 1, 1990, the City Council of the City of Firebaugh directed inclusion of the storm drainage basin serving Tracts 4010 and 4060 in the landscaping and lighting maintenance district to provide funding to finance the improvement of said storm drainage basin and its maintenance; and

WHEREAS, on December 5, 1991, the Planning Commission of the City of Firebaugh approved the Tentative Subdivision Map of Tract 4608, in the City of Firebaugh, County of Fresno, State of California, subject to the terms of the "Conditions of Approval," which provided for the annexation to the existing landscaping and lighting maintenance district to provide funds to the City for the maintenance of the public lighting within street rights-of-way and landscaping within a landscaping easement included as a part of said district; and

WHEREAS, on February 18, 1991, the City Council of the City of Firebaugh directed the inclusion of Hacienda Villa Apartments, for storm drainage purposes, in the landscaping and lighting maintenance district to provide funding to finance the improvement of said storm drainage basin and its maintenance; and

WHEREAS, on August 31, 1992, the City Council of the City of Firebaugh directed the inclusion of Tract No. 4459, Riverview Estates, for storm drainage purposes, in the landscaping and lighting district to provide funding to finance the improvement of said storm drainage basin and its maintenance; and

WHEREAS, on August 2, 1993, the City Council of the City of Firebaugh directed the inclusion of Tract No. 4608, Riverview Estates #2, for storm drainage purposes, in the landscaping and lighting district to provide funding to finance the improvement of said storm drainage basin and its maintenance; and

WHEREAS, on December 20, 1999, the City Council of the City of Firebaugh directed the inclusion of Tract No. 4850, Circa Del Rio, for storm drainage purposes, in the landscaping and lighting district to provide funding to finance the maintenance of lighting and landscaping and the improvement of said storm drainage basin and its maintenance; and

WHEREAS, on March 19, 2001, the City Council of the City of Firebaugh ordered annexation and the inclusion of Phase I Tract 4851, (Cerca Del Rio II), for the maintenance of the public lighting and other improvements within street rights-of-way and for storm drain purposes, in the landscaping and lighting district to provide funding to finance such improvements and their maintenance; and

WHEREAS, on March 19, 2001, the City Council of the City of Firebaugh ordered annexation and inclusion of Phases II and III of Tract 4851 (Cerca Del Rio II), for the maintenance of the public lighting and other improvements within street rights-of-way and for storm drain purposes, in the landscaping and lighting district to provide funding for such improvements and their maintenance; and

WHEREAS, on March 19, 2001, the City Council of the City of Firebaugh ordered annexation and inclusion of Parcel "A" of Parcel Map 94-1, for maintenance of the public lighting and other improvements within the street rights-of-way and for storm drain purposes, in the landscaping and lighting district to provide funding for such improvements and their maintenance; and

WHEREAS, on May 17, 2004 the City Council of the City of Firebaugh ordered annexation and inclusion of Tract 5202 (Cerca Del Rio III), for maintenance of the public lighting and other improvements within the street rights-of-way and for storm drain purposes, in the landscaping and lighting district to provide funding for such improvements and their maintenance; and

WHEREAS, on July 18, 2005, the City Council of the City of Firebaugh ordered annexation and inclusion of Tract No. 5367, for maintenance of the public lighting and other improvements within the street rights-of-way and for offsite storm drain purposes, in the landscaping and lighting district to provide funding for such improvements and their maintenance; and

WHEREAS, on September 19, 2005, the City Council of the City of Firebaugh ordered annexation and inclusion of Tract 5529, for maintenance of the public lighting and other improvements within the street rights-of-way, for storm drain purposes and for the maintenance of the flood control levee and flood wall in the landscaping and lighting district to provide funding for such improvements and their maintenance; and

WHEREAS, the annual cost to maintain the Flood Control Levee, Flood Control Wall and Drainage Basin appurtenant to Tract 5529 will increase, therefore, the annual assessments for the maintenance of the Flood Control Levee should be increased in an amount consistent with a national consumer index inflation rate.

PART B

ESTIMATE OF COST

**CITY OF FIREBAUGH
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1**

ENGINEER'S COST ESTIMATE

2020-2021

ESTIMATE OF ASSESSMENT DISTRICT IMPROVEMENT COSTS (excluding Tract 5529)

The estimate of Assessment District improvement costs for fiscal year 2020-2021 is as follows:

1.	MAINTENANCE COSTS (Drainage Basins)	\$	22,288.00
2.	MAINTENANCE COST (Landscaping Valle de Paz)		16,059.00
3.	STREET IMPROVEMENTS (Lighting)		
a.	COSTS AND MAINTENANCE		391.00
4.	INCIDENTAL COSTS		
a.	LEGAL FEES		475.00
b.	ENGINEERING FEES		750.00
c.	DISTRICT ADMINISTRATIVE COSTS		79.00
d.	COUNTY PROCESSING FEE		607.00
	TOTAL COSTS	\$	40,649.00
	TOTAL COST TO ASSESSMENT	\$	40,649.00

ESTIMATE OF ASSESSMENT DISTRICT IMPROVEMENT COSTS FOR TRACT 5529 (Valle del Sol)

The estimate of Assessment District improvement costs for fiscal year 2020-2021 is as follows:

1.	MAINTENANCE COSTS (Drainage Basins)	\$	22,288.00
2.	MAINTENANCE COST (Flood Control Levee)		16,059.00
3.	STREET IMPROVEMENTS (Lighting)		
a.	COSTS AND MAINTENANCE		1,172.00
4.	INCIDENTAL COSTS		
a.	LEGAL FEES		475.00
b.	ENGINEERING FEES		2,250.00
c.	DISTRICT ADMINISTRATIVE COSTS		211.00
d.	COUNTY PROCESSING FEE		293.00
5.	RESERVE FUND		0.00
	TOTAL COSTS	\$	42,784.00
	TOTAL COST TO ASSESSMENT	\$	42,784.00

PART C
ASSESSMENT ROLL

CITY OF FIREBAUGH
FRESNO COUNTY, CALIFORNIA

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

		(Fiscal Year 2020-2021)		
ASSESSMENT DIAGRAM NUMBER	CODE	LOT NO.	ASSESSOR'S PARCEL NUMBER	TOTAL ASSESSMENT
(TRACT NO. 4010)				
1	6024	24	00726124	\$35.00
2	6024	23	00726123	\$35.00
3	6024	22	00726122	\$35.00
4	6024	21	00726121	\$35.00
5	6024	20	00726120	\$35.00
6	6024	19	00726119	\$35.00
7	6024	18	00726118	\$35.00
8	6024	17	00726117	\$35.00
9	6024	16	00726116	\$35.00
10	6024	15	00726115	\$35.00
11	6024	14	00726114	\$35.00
12	6024	13	00726113	\$35.00
13	6024	12	00726112	\$35.00
14	6024	11	00726111	\$35.00
15	6024	10	00726110	\$35.00
16	6024	9	00726109	\$35.00
17	6024	8	00726108	\$35.00
18	6024	7	00726107	\$35.00
19	6024	6	00726106	\$35.00
20	6024	5	00726105	\$35.00
21	6024	4	00726104	\$35.00
22	6024	3	00726103	\$35.00
23	6024	2	00726102	\$35.00
24	6024	1	00726101	\$35.00
65	6024	40	00727101	\$35.00
66	6024	39	00727102	\$35.00
67	6024	38	00727103	\$35.00
68	6024	37	00727104	\$35.00
69	6024	36	00727105	\$35.00
70	6024	35	00727106	\$35.00
71	6024	34	00727107	\$35.00
72	6024	33	00727108	\$35.00
73	6024	32	00727109	\$35.00
74	6024	31	00727110	\$35.00
75	6024	30	00727111	\$35.00
76	6024	29	00727112	\$35.00
77	6024	28	00727113	\$35.00
78	6024	27	00727114	\$35.00
79	6024	26	00727115	\$35.00
80	6024	25	00727116	\$35.00
81	6024	57	00727208	\$35.00
82	6024	56	00727209	\$35.00
83	6024	55	00727210	\$35.00
84	6024	54	00726214	\$35.00

			(Fiscal Year 2020-2021)	
<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
85	6024	53	00726213	\$35.00
86	6024	52	00726212	\$35.00
87	6024	51	00726211	\$35.00
88	6024	50	00726210	\$35.00
89	6024	49	00726209	\$35.00
90	6024	48	00726208	\$35.00
91	6024	47	00726207	\$35.00
92	6024	46	00726206	\$35.00
93	6024	45	00726205	\$35.00
94	6024	44	00726204	\$35.00
95	6024	43	00726203	\$35.00
96	6024	42	00726202	\$35.00
97	6024	41	00726201	\$35.00
98	6024	64	00727201	\$35.00
99	6024	63	00727202	\$35.00
100	6024	62	00727203	\$35.00
101	6024	61	00727204	\$35.00
102	6024	60	00727205	\$35.00
103	6024	59	00727206	\$35.00
104	6024	58	00727207	\$35.00
(TRACT NO. 4060)				
25	6024	22	00728123S	\$35.00
26	6024	21	00728122S	\$35.00
27	6024	20	00728121S	\$35.00
28	6024	19	00728120S	\$35.00
29	6024	18	00728119S	\$35.00
30	6024	17	00728118S	\$35.00
31	6024	16	00728117S	\$35.00
32	6024	15	00728116S	\$35.00
33	6024	14	00728115S	\$35.00
34	6024	13	00728114S	\$35.00
35	6024	12	00728113S	\$35.00
36	6024	11	00728112S	\$35.00
37	6024	10	00728111S	\$35.00
38	6024	9	00728110S	\$35.00
39	6024	8	00728109S	\$35.00
40	6024	7	00728108S	\$35.00
41	6024	6	00728107S	\$35.00
42	6024	5	00728106S	\$35.00
43	6024	4	00728105S	\$35.00
44	6024	3	00728104S	\$35.00
45	6024	2	00728103S	\$35.00
46	6024	1	00728102S	\$35.00
47	6024	40	00728218S	\$35.00
48	6024	39	00728217S	\$35.00
49	6024	38	00728216S	\$35.00
50	6024	37	00728215S	\$35.00
51	6024	36	00728214S	\$35.00
52	6024	35	00728213S	\$35.00
53	6024	34	00728212S	\$35.00
54	6024	33	00728211S	\$35.00
55	6024	32	00728210S	\$35.00
56	6024	31	00728209S	\$35.00
57	6024	30	00728208S	\$35.00
58	6024	29	00728207S	\$35.00
59	6024	28	00728206S	\$35.00

			(Fiscal Year 2020-2021)	
<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
60	6024	27	00728205S	\$35.00
61	6024	26	00728204S	\$35.00
62	6024	25	00728203S	\$35.00
63	6024	24	00728202S	\$35.00
64	6024	23	00728201S	\$35.00
(TRACT NO. 4459)				
105	6024	1	00729101S	\$35.00
106	6024	2	00729102S	\$35.00
107	6024	3	00729103S	\$35.00
108	6024	4	00729104S	\$35.00
109	6024	5	00729105S	\$35.00
110	6024	6	00729106S	\$35.00
111	6024	7	00729107S	\$35.00
112	6024	8	00729108S	\$35.00
113	6024	9	00729109S	\$35.00
114	6024	10	00729110S	\$35.00
115	6024	11	00729111S	\$35.00
116	6024	12	00729112S	\$35.00
117	6024	13	00729113S	\$35.00
118	6024	14	00729114S	\$35.00
119	6024	15	00729115S	\$35.00
120	6024	16	00729201S	\$35.00
121	6024	17	00729202S	\$35.00
122	6024	18	00729203S	\$35.00
123	6024	19	00729204S	\$35.00
124	6024	20	00729205S	\$35.00
125	6024	21	00729206S	\$35.00
126	6024	22	00729207S	\$35.00
127	6024	23	00729208S	\$35.00
128	6024	24	00729209S	\$35.00
129	6024	25	00729324S	\$35.00
130	6024	26	00729323S	\$35.00
131	6024	27	00729322S	\$35.00
132	6024	28	00729321S	\$35.00
133	6024	29	00729320S	\$35.00
134	6024	30	00729319S	\$35.00
135	6024	31	00729318S	\$35.00
136	6024	32	00729317S	\$35.00
137	6024	33	00729316S	\$35.00
138	6024	34	00729315S	\$35.00
139	6024	35	00729314S	\$35.00
140	6024	36	00729313S	\$35.00
141	6024	37	00729312S	\$35.00
142	6024	38	00729311S	\$35.00
143	6024	39	00729310S	\$35.00
144	6024	40	00729309S	\$35.00
145	6024	41	00729308S	\$35.00
146	6024	42	00729307S	\$35.00
147	6024	43	00729306S	\$35.00
148	6024	44	00729305S	\$35.00
149	6024	45	00729304S	\$35.00
150	6024	46	00729303S	\$35.00
151	6024	47	00729302S	\$35.00
152	6024	48	00729301S	\$35.00
HACIENDA VILLA APARTMENTS				
153	6024		00730228	\$2,356.00

			(Fiscal Year 2020-2021)	
ASSESSMENT DIAGRAM NUMBER	CODE	LOT NO.	ASSESSOR'S PARCEL NUMBER	TOTAL ASSESSMENT
(TRACT NO. 4608)				
154	6024	1	00729210S	\$35.00
155	6024	2	00729211S	\$35.00
156	6024	3	00729212S	\$35.00
157	6024	4	00729213S	\$35.00
158	6024	5	00729214S	\$35.00
159	6024	6	00729215S	\$35.00
160	6024	7	00729216S	\$35.00
161	6024	8	00729217S	\$35.00
162	6024	9	00729218S	\$35.00
163	6024	10	00729117S	\$35.00
164	6024	11	00729118S	\$35.00
165	6024	12	00729119S	\$35.00
166	6024	13	00729120S	\$35.00
167	6024	14	00729121S	\$35.00
168	6024	15	00729122S	\$35.00
169	6024	16	00729123S	\$35.00
170	6024	17	00729124S	\$35.00
171	6024	18	00729125S	\$35.00
172	6024	19	00729126S	\$35.00
173	6024	20	00729127S	\$35.00
174	6024	21	00729128S	\$35.00
175	6024	22	00729129S	\$35.00
176	6024	23	00729130S	\$35.00
177	6024	24	00729131S	\$35.00
178	6024	44	00730227S	\$35.00
179	6024	43	00730226S	\$35.00
180	6024	42	00730225S	\$35.00
181	6024	41	00730224S	\$35.00
182	6024	40	00730223S	\$35.00
183	6024	39	00730222S	\$35.00
184	6024	38	00730221S	\$35.00
185	6024	37	00730220S	\$35.00
186	6024	36	00730219S	\$35.00
187	6024	35	00730218S	\$35.00
188	6024	34	00730217S	\$35.00
189	6024	33	00730216S	\$35.00
190	6024	32	00730215S	\$35.00
191	6024	31	00730214S	\$35.00
192	6024	30	00730213S	\$35.00
193	6024	29	00730212S	\$35.00
194	6024	28	00730211S	\$35.00
195	6024	27	00730210S	\$35.00
196	6024	26	00730209S	\$35.00
197	6024	25	00730208S	\$35.00
198	6024	24	00730207S	\$35.00
199	6024	23	00730206S	\$35.00
200	6024	22	00730205S	\$35.00
201	6024	4	00730204S	\$35.00
202	6024	3	00730203S	\$35.00
203	6024	2	00730202S	\$35.00
204	6024	1	00730201S	\$35.00
205	6024	14	00730108S	\$35.00
206	6024	15	00730107S	\$35.00
207	6024	16	00730106S	\$35.00
208	6024	17	00730105S	\$35.00

		(Fiscal Year 2020-2021)		
<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
209	6024	18	00730104S	\$35.00
210	6024	19	00730103S	\$35.00
211	6024	20	00730102S	\$35.00
212	6024	21	00730101S	\$35.00
213	6024	5	00730117S	\$35.00
214	6024	6	00730116S	\$35.00
215	6024	7	00730115S	\$35.00
216	6024	8	00730114S	\$35.00
217	6024	9	00730113S	\$35.00
218	6024	10	00730112S	\$35.00
219	6024	11	00730111S	\$35.00
220	6024	12	00730110S	\$35.00
221	6024	13	00730109S	\$35.00
(TRACT NO 4851, PHASE I)				
222	6024	1	00731101S	\$35.00
223	6024	2	00731102S	\$35.00
224	6024	3	00731103S	\$35.00
225	6024	4	00731104S	\$35.00
226	6024	5	00731105S	\$35.00
227	6024	6	00731106S	\$35.00
228	6024	7	00731107S	\$35.00
229	6024	8	00731108S	\$35.00
230	6024	9	00731109S	\$35.00
231	6024	10	00731110S	\$35.00
232	6024	11	00731111S	\$35.00
233	6024	12	00731112S	\$35.00
234	6024	13	00731113S	\$35.00
235	6024	14	00731114S	\$35.00
236	6024	15	00731115S	\$35.00
237	6024	16	00731116S	\$35.00
238	6024	17	00731117S	\$35.00
(TRACT NO. 4851, PHASE I)				
239	6024	18	00731118S	\$35.00
240	6024	19	00731119S	\$35.00
241	6024	20	00731120S	\$35.00
242	6024	21	00731121S	\$35.00
243	6024	22	00731201S	\$35.00
244	6024	23	00731202S	\$35.00
245	6024	24	00731203S	\$35.00
246	6024	25	00731204S	\$35.00
247	6024	26	00731205S	\$35.00
248	6024	27	00731206S	\$35.00
249	6024	28	00731207S	\$35.00
250	6024	29	00731208S	\$35.00
251	6024	30	00731209S	\$35.00
252	6024	31	00731210S	\$35.00
253	6024	32	00731211S	\$35.00
254	6024	33	00731212S	\$35.00
255	6024	34	00731213S	\$35.00
256	6024	35	00731214S	\$35.00
257	6024	36	00731215S	\$35.00
258	6024	37	00731216S	\$35.00
259	6024	38	00731217S	\$35.00
260	6024	39	00731218S	\$35.00
261	6024	40	00731219S	\$35.00
262	6024	41	00731220S	\$35.00

			(Fiscal Year 2020-2021)	
ASSESSMENT DIAGRAM NUMBER	CODE	LOT NO.	ASSESSOR'S PARCEL NUMBER	TOTAL ASSESSMENT
(PORTION OF REMAINDER PARCEL, TRACT 4850)				
263	6024		00725102S	\$1,284.00
(PARCEL MAP 94-1, PARCEL "A")				
264	6024		00706222	\$111.00
(TRACT NO. 4851, PHASE II)				
265	6024	1	00731239S	\$35.00
266	6024	2	00731238S	\$35.00
267	6024	3	00731237S	\$35.00
268	6024	4	00731236S	\$35.00
269	6024	5	00731235S	\$35.00
270	6024	6	00731234S	\$35.00
271	6024	7	00731233S	\$35.00
272	6024	8	00731232S	\$35.00
273	6024	9	00731231S	\$35.00
274	6024	10	00731230S	\$35.00
275	6024	11	00731229S	\$35.00
276	6024	12	00731228S	\$35.00
277	6024	13	00731227S	\$35.00
278	6024	14	00731226S	\$35.00
279	6024	15	00731225S	\$35.00
280	6024	16	00731224S	\$35.00
281	6024	17	00731223S	\$35.00
282	6024	18	00731222S	\$35.00
283	6024	19	00731221S	\$35.00
284	6024	20	00731318S	\$35.00
285	6024	21	00731317S	\$35.00
286	6024	22	00731316S	\$35.00
287	6024	23	00731315S	\$35.00
288	6024	24	00731314S	\$35.00
289	6024	25	00731313S	\$35.00
290	6024	26	00731312S	\$35.00
291	6024	27	00731311S	\$35.00
292	6024	28	00731310S	\$35.00
293	6024	29	00731309S	\$35.00
294	6024	30	00731308S	\$35.00
295	6024	31	00731307S	\$35.00
296	6024	32	00731306S	\$35.00
297	6024	33	00731305S	\$35.00
298	6024	34	00731304S	\$35.00
299	6024	35	00731303S	\$35.00
300	6024	36	00731302S	\$35.00
301	6024	37	00731301S	\$35.00
(TRACT NO. 4851, PHASE III)				
302	6024	1	00731335S	\$35.00
303	6024	2	00731334S	\$35.00
304	6024	3	00731333S	\$35.00
305	6024	4	00731332S	\$35.00
306	6024	5	00731331S	\$35.00
307	6024	6	00731330S	\$35.00
308	6024	7	00731329S	\$35.00
309	6024	8	00731328S	\$35.00
310	6024	9	00731327S	\$35.00
311	6024	10	00731326S	\$35.00
312	6024	11	00731325S	\$35.00
313	6024	12	00731324S	\$35.00

<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	(Fiscal Year 2020-2021)	
			<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
314	6024	13	00731323S	\$35.00
315	6024	14	00731322S	\$35.00
316	6024	15	00731321S	\$35.00
317	6024	16	00731320S	\$35.00
318	6024	17	00731319S	\$35.00
319	6024	18	00731411S	\$35.00
320	6024	19	00731410S	\$35.00
321	6024	20	00731409S	\$35.00
322	6024	21	00731408S	\$35.00
323	6024	22	00731407S	\$35.00
324	6024	23	00731406S	\$35.00
325	6024	24	00731405S	\$35.00
326	6024	25	00731404S	\$35.00
327	6024	26	00731403S	\$35.00
328	6024	27	00731402S	\$35.00
329	6024	28	00731401S	\$35.00
330	6024	29	00732101S	\$35.00
331	6024	30	00732102S	\$35.00
332	6024	31	00732103S	\$35.00
333	6024	32	00732104S	\$35.00
334	6024	33	00732105S	\$35.00
335	6024	34	00732106S	\$35.00
336	6024	35	00732107S	\$35.00
337	6024	36	00732108S	\$35.00
338	6024	37	00732207S	\$35.00
339	6024	38	00732206S	\$35.00
340	6024	39	00732205S	\$35.00
341	6024	40	00732204S	\$35.00
342	6024	41	00732203S	\$35.00
343	6024	42	00732202S	\$35.00
344	6024	43	00732201S	\$35.00
(TRACT 5202)				
346	6024	1	00729155S	\$35.00
347	6024	2	00729154S	\$35.00
348	6024	3	00729153S	\$35.00
349	6024	4	00729152S	\$35.00
350	6024	5	00729151S	\$35.00
351	6024	6	00729150S	\$35.00
352	6024	7	00729149S	\$35.00
353	6024	8	00729148S	\$35.00
354	6024	9	00729147S	\$35.00
355	6024	10	00729146S	\$35.00
356	6024	11	00729145S	\$35.00
357	6024	12	00729144S	\$35.00
358	6024	13	00729143S	\$35.00
359	6024	14	00729142S	\$35.00
360	6024	15	00729141S	\$35.00
361	6024	16	00729140S	\$35.00
362	6024	17	00729139S	\$35.00
363	6024	18	00729138S	\$35.00
364	6024	19	00729137S	\$35.00
365	6024	20	00729136S	\$35.00
366	6024	21	00729135S	\$35.00
367	6024	22	00729134S	\$35.00
368	6024	23	00729133S	\$35.00
369	6024	24	00729132S	\$35.00

			(Fiscal Year 2020-2021)	
<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
370	6024	25	00729414S	\$35.00
371	6024	26	00729413S	\$35.00
372	6024	27	00729412S	\$35.00
373	6024	28	00729411S	\$35.00
374	6024	29	00729410S	\$35.00
375	6024	30	00729409S	\$35.00
376	6024	31	00729408S	\$35.00
377	6024	32	00729407S	\$35.00
378	6024	33	00729406S	\$35.00
379	6024	34	00729405S	\$35.00
380	6024	35	00729404S	\$35.00
381	6024	36	00729403S	\$35.00
382	6024	37	00729402S	\$35.00
383	6024	38	00729401S	\$35.00
(TRACT 5367)				
384	6024	1	00810030	\$35.00
385	6024	2	00810031	\$35.00
386	6024	3	00810032	\$35.00
387	6024	4	00810033	\$35.00
388	6024	5	00810034	\$35.00
389	6024	6	00810035	\$35.00
390	6024	7	00810036	\$35.00
391	6024	8	00810037	\$35.00
(TRACT 5529)				
392	6024	1	00734101S	\$112.96
393	6024	2	00734102S	\$112.96
394	6024	3	00734103S	\$112.96
395	6024	4	00734104S	\$112.96
396	6024	5	00734105S	\$112.96
397	6024	6	00734106S	\$112.96
398	6024	7	00734107S	\$112.96
399	6024	8	00734108S	\$112.96
400	6024	9	00734109S	\$112.96
401	6024	10	00734110S	\$112.96
402	6024	11	00734111S	\$112.96
403	6024	12	00734112S	\$112.96
404	6024	13	00735501S	\$112.96
405	6024	14	00735502S	\$112.96
406	6024	15	00735503S	\$112.96
407	6024	16	00735504S	\$112.96
408	6024	17	00735505S	\$112.96
409	6024	18	00734113S	\$112.96
410	6024	19	00734114S	\$112.96
411	6024	20	00734115S	\$112.96
412	6024	21	00734116S	\$112.96
413	6024	22	00734117S	\$112.96
414	6024	23	00734118S	\$112.96
415	6024	24	00734119S	\$112.96
416	6024	25	00734120S	\$112.96
417	6024	26	00734121S	\$112.96
418	6024	27	00734122S	\$112.96
419	6024	28	00734123S	\$112.96
420	6024	29	00734124S	\$112.96
421	6024	30	00734125S	\$112.96
422	6024	31	00734126S	\$112.96
423	6024	32	00734127S	\$112.96

<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	(Fiscal Year 2020-2021)	
			<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
424	6024	33	00734128S	\$112.96
425	6024	34	00734129S	\$112.96
426	6024	35	00734130S	\$112.96
427	6024	36	00734131S	\$112.96
428	6024	37	00734132S	\$112.96
429	6024	38	00734133S	\$112.96
430	6024	39	00734134S	\$112.96
431	6024	40	00734135S	\$112.96
432	6024	41	00734136S	\$112.96
433	6024	42	00734137S	\$112.96
434	6024	43	00734138S	\$112.96
435	6024	44	00734201S	\$112.96
436	6024	45	00734202S	\$112.96
437	6024	46	00734203S	\$112.96
438	6024	47	00734204S	\$112.96
439	6024	48	00734205S	\$112.96
440	6024	49	00734206S	\$112.96
441	6024	50	00734207S	\$112.96
442	6024	51	00734208S	\$112.96
443	6024	52	00734209S	\$112.96
444	6024	53	00734210S	\$112.96
445	6024	54	00734211S	\$112.96
446	6024	55	00734212S	\$112.96
447	6024	56	00734213S	\$112.96
448	6024	57	00734214S	\$112.96
449	6024	58	00734215S	\$112.96
450	6024	59	00736001S	\$112.96
451	6024	60	00736002S	\$112.96
452	6024	61	00736003S	\$112.96
453	6024	62	00736004S	\$112.96
454	6024	63	00736005S	\$112.96
455	6024	64	00736006S	\$112.96
456	6024	65	00736007S	\$112.96
457	6024	66	00736008S	\$112.96
458	6024	67	00736009S	\$112.96
459	6024	68	00736010S	\$112.96
460	6024	69	00736011S	\$112.96
461	6024	70	00736012S	\$112.96
462	6024	71	00736013S	\$112.96
463	6024	72	00736014S	\$112.96
464	6024	73	00736015S	\$112.96
465	6024	74	00736016S	\$112.96
466	6024	75	00736017S	\$112.96
467	6024	76	00736018S	\$112.96
468	6024	77	00736019S	\$112.96
469	6024	78	00736020S	\$112.96
470	6024	79	00735101S	\$112.96
471	6024	80	00735102S	\$112.96
472	6024	81	00735103S	\$112.96
473	6024	82	00735104S	\$112.96
474	6024	83	00735105S	\$112.96
475	6024	84	00735601S	\$112.96
476	6024	85	00735602S	\$112.96
477	6024	86	00735603S	\$112.96
478	6024	87	00735604S	\$112.96
479	6024	88	00735605S	\$112.96

<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	(Fiscal Year 2020-2021)	
			<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
480	6024	89	00735606S	\$112.96
481	6024	90	00735607S	\$112.96
482	6024	91	00735608S	\$112.96
483	6024	92	00735609S	\$112.96
484	6024	93	00735610S	\$112.96
485	6024	94	00735611S	\$112.96
486	6024	95	00735612S	\$112.96
487	6024	96	00735613S	\$112.96
488	6024	97	00735614S	\$112.96
489	6024	98	00735615S	\$112.96
490	6024	99	00735616S	\$112.96
491	6024	100	00735617S	\$112.96
492	6024	101	00735618S	\$112.96
493	6024	102	00735619S	\$112.96
494	6024	103	00735620S	\$112.96
495	6024	104	00735621S	\$112.96
496	6024	105	00735622S	\$112.96
497	6024	106	00735623S	\$112.96
498	6024	107	00735624S	\$112.96
499	6024	108	00735625S	\$112.96
500	6024	109	00735626S	\$112.96
501	6024	110	00735627S	\$112.96
502	6024	111	00735628S	\$112.96
503	6024	112	00735629S	\$112.96
504	6024	113	00735630S	\$112.96
505	6024	114	00735631S	\$112.96
506	6024	115	00735206S	\$112.96
507	6024	116	00735207S	\$112.96
508	6024	117	00735208S	\$112.96
509	6024	118	00735209S	\$112.96
510	6024	119	00735210S	\$112.96
511	6024	120	00735201S	\$112.96
512	6024	121	00735202S	\$112.96
513	6024	122	00735203S	\$112.96
514	6024	123	00735204S	\$112.96
515	6024	124	00735205S	\$112.96
516	6024	125	00735308S	\$112.96
517	6024	126	00735309S	\$112.96
518	6024	127	00735310S	\$112.96
519	6024	128	00735311S	\$112.96
520	6024	129	00735312S	\$112.96
521	6024	130	00735313S	\$112.96
522	6024	131	00735314S	\$112.96
523	6024	132	00735315S	\$112.96
524	6024	133	00736039S	\$112.96
525	6024	134	00736040S	\$112.96
526	6024	135	00736041S	\$112.96
527	6024	136	00736042S	\$112.96
528	6024	137	00736043S	\$112.96
529	6024	138	00736044S	\$112.96
530	6024	139	00736045S	\$112.96
531	6024	140	00736046S	\$112.96
532	6024	141	00735301S	\$112.96
533	6024	142	00735302S	\$112.96
534	6024	143	00735303S	\$112.96
535	6024	144	00735304S	\$112.96

<u>ASSESSMENT DIAGRAM NUMBER</u>	<u>CODE</u>	<u>LOT NO.</u>	(Fiscal Year 2020-2021)	
			<u>ASSESSOR'S PARCEL NUMBER</u>	<u>TOTAL ASSESSMENT</u>
536	6024	145	00735305S	\$112.96
537	6024	146	00735306S	\$112.96
538	6024	147	00735307S	\$112.96
539	6024	148	00735401S	\$112.96
540	6024	149	00735402S	\$112.96
541	6024	150	00735403S	\$112.96
542	6024	151	00736047S	\$112.96
543	6024	152	00736048S	\$112.96
544	6024	153	00736049S	\$112.96
545	6024	154	00734401S	\$112.96
546	6024	155	00734402S	\$112.96
547	6024	156	00734403S	\$112.96
548	6024	157	00734404S	\$112.96
549	6024	158	00734405S	\$112.96
550	6024	159	00734406S	\$112.96
551	6024	160	00734305S	\$112.96
552	6024	161	00734306S	\$112.96
553	6024	162	00734307S	\$112.96
554	6024	163	00734308S	\$112.96
555	6024	164	00734309S	\$112.96
556	6024	165	00734301S	\$112.96
557	6024	166	00734302S	\$112.96
558	6024	167	00734303S	\$112.96
559	6024	168	00734304S	\$112.96
560	6024	169	00736021S	\$112.96
561	6024	170	00736022S	\$112.96
562	6024	171	00736023S	\$112.96
563	6024	172	00736024S	\$112.96
564	6024	173	00736025S	\$112.96
565	6024	174	00736026S	\$112.96
566	6024	175	00736027S	\$112.96
567	6024	176	00736028S	\$112.96
568	6024	177	00736029S	\$112.96
569	6024	178	00736030S	\$112.96
570	6024	179	00736031S	\$112.96
571	6024	180	00736032S	\$112.96
572	6024	181	00736033S	\$112.96
573	6024	182	00736034S	\$112.96
574	6024	183	00736035S	\$112.96
575	6024	184	00736036S	\$112.96
576	6024	185	00736037S	\$112.96
577	6024	186	00736038S	\$112.96

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

Method of Assessment Spread

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

- (a) For 2020-2021, Tracts 4010, 4060, 4459, 4608, 4850, 5202, 5367, 4851 Phases I, II, III, Parcel "A", Parcel "B" and Hacienda Villa Apartments have been completed and accepted by the City. The combined tracts consist of 390 lots or parcels. Each single-family residential lot is considered an assessable unit. The total square footage of each multi-residential lot is divided by 6,000 square feet to determine the number of assessable units for each multi-residential lot. There are a total of 387 single-family RU lots and 3 multi-residential lots consisting of 107.17 RU lots for a total of 494.17 RU assessable units, each of which benefit equally from the improvements maintained by this landscaping and lighting maintenance district.
- (b) For 2020-2021, Tract 5529 has been completed and accepted by the City. The total number of RU lots in this subdivision is 186, each of which benefit equally from the improvements maintained by this landscaping and lighting maintenance district.

Computing Individual Assessment

- (a) The total number of assessable units is 494.17 RU. The assessment will be \$35.00 per RU for 2020-2021 due to the limitations of assessments below. The total calculated amount to be assessed for Fiscal Year 2020-2021 is \$17,296.00 based on \$35.00 multiplied by 494.17. This sentence does not apply to Tract 5529.
- (b) The total number of assessable units is 186 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$42,748.00. The maximum allowable assessment increase is equal to the change in CPI and shall not exceed 3.0%. Since the change in the CPI was 3.3%, the increase in assessment is limited to 3.0%. Consequently, the total assessable cost of \$42,748.00 will not be fully recovered through the FY 2020/2021 assessment since the maximum assessable amount is limited to the FY 2019/2020 assessment escalated by 3.0%, or $\$20,400.18 \times 1.03$, equaling \$21,012.19. The assessment will be \$112.96* per RU for 2020-2021. This applies only to Tract 5529.

* Amount was rounded down one cent to conform to County Auditor requirements that the amount to be billed to the taxpayer must be an even amount (divisible by 2).

Limitations on Assessments

- (a) Normally, the assessable costs may be revised upon preparation of the Engineer's Report for each fiscal year for which assessments are to be levied and collected as provided for in the Landscaping and Lighting Act of 1972 (State Streets and Highways Code Section 22500) and Division 15 Part 2 as amended per Proposition 218; however, this assessment district was created utilizing a fixed assessment of \$35.00 per assessable unit. This sentence does not apply to Tract 5529.
- (b) This Subsection (b) only applies to Tract 5529. Assessments in each successive year are subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual CPI adjustment not to exceed 3%. The calculation of the change in the CPI shall use

December 2006 as the base year CPI. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%. If the actual assessment rate for any given year is not increased by an amount equal to a minimum of 3% or the yearly CPI change plus any CPI change in previous years that was in excess of 3%, the maximum authorized assessment shall increase by this amount. In such event, the maximum authorized assessment shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years.

The increases in these assessments, according to the formula described above, was approved by a majority vote of the owners of the lots in Tract No. 5529 voting in a land owner ballot proceeding on the issue of the assessment conducted on August 6, 2007, in accordance with Article XIID of the California Constitution and Section 53753 of the California Government Code.

The following table indicates the annual CPI changes since December 2006 as well as the changes to the assessment for previous years and this year.

Annual CPI		CPI Change	Fiscal Year	Assessment Change
December 2006	210.4			
December 2007	218.485	3.84%	2008-2009	3.00%
December 2008	218.528	0.02%	2009-2010	0.86%
December 2009	224.239	2.61%	2010-2011	0.00%
December 2010	227.658	1.52%	2011-2012	-1.43%
December 2011	234.327	2.9%	2012-2013	2.9%
December 2012	239.533	2.2%	2013-2014	-14.66%
December 2013	245.711	2.6%	2014-2015	2.65%
December 2014	252.273	2.7%	2015-2016	2.7%
December 2015	260.289	3.2%	2016-2017	3.00%
December 2016	269.483	3.5%	2017-2018	3.00%
December 2017	277.414	2.9%	2018-2019	2.90%
December 2018	285.550	3.9%	2019-2020	3.00%
December 2019	295.004	3.3%	2020-2021	3.00%

The maximum annual CPI adjustment is not to exceed 3%. In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$112.96 per RU.

PART E

PROPERTY OWNERS LIST

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

The names and addresses of each property owner are shown on the County Assessor's Tax Assessment Roll as identified by the Assessor's Parcel Number in Part C of this report.

PART F

ASSESSMENT DIAGRAM

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

The assessment and boundary diagrams for these proceedings, entitled "Assessment Diagram of City of Firebaugh Landscaping and Lighting Maintenance District No. 1" and "Boundary Diagram of City of Firebaugh Landscaping and Lighting Maintenance District No. 1" are on file in City Hall and attached hereto and made a part hereof and as amended to show new land divisions or annexations of new parcels to the district.

DESCRIPTION OF THE BOUNDARY

The exterior boundary of this District is shown on a map entitled, "Boundary Diagram of City of Firebaugh Landscaping and Lighting Maintenance District No. 1", which is on file in City Hall and attached hereto and made a part hereof and as amended to show new land divisions or annexations of new parcels to the district. The District boundary is further described as follows:

A. Tract 4010, Valle De Paz, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 48 of Plats, at Page 22, Fresno County Records.

B. Tract 4060, Valle De Paz II, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 49 of Plats, at Page 49, Fresno County Records.

C. A parcel lying adjacent to a portion of the North side of Tract 4060, being more particularly described as follows:

Beginning at the most northerly corner of Lot 1 of Tract 4060, Valle De Paz II, in the City of Firebaugh, County of Fresno, thence north along the westerly right-of-way of Storey Road a distance of 115.00 feet to a point; thence west perpendicular to said right-of-way a distance of 335.00 feet to a point; thence South, parallel to said right-of-way a distance of 375.00 feet to a point on the northerly boundary of said Tract 4060; thence northerly along said northerly boundary to the most northerly corner of Lot 1, said point being the Point of Beginning.

D. Tract 4459, Riverview Estates, in the City of Firebaugh, County of Fresno, as recorded in Volume 54 of Plats at Pages 54 and 55, Fresno County Records.

E. Hacienda Villa Apartments:

Beginning at the Northeast corner of Parcel B according to the map entitled "Parcel Map No. 84-1 in the City of Firebaugh, County of Fresno, California," recorded in Book 42 of Parcel Maps at Page 80, Fresno County Records, said point being on the West line of a 60-foot street known as Storey Avenue; thence South 89°37'00" East 60.00 feet to the East line of Storey Avenue; thence along the East line of Storey Avenue North 00°23'00" East 160.00 feet to the True Point of Beginning; thence continuing along the East line of Storey Avenue North 00°23'00" East 535.00 feet; thence South 89°37'00" East 535.00 feet; thence South 00°23'00" West, 535.00 feet; thence North 89°37'00" West 535.00 feet to the True Point of Beginning.

G. Tract 4608, Riverview Estates, Phase II, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 56 of Plats, at Pages 26 and 27, Fresno County Records.

H. Tract 4850, Cerca Del Rio, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 63 of Plats, at pages 8 and 9, Fresno County Records.

- H. Tract No. 4851, Phase 1, Cerca Del Rio II, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 64 of Plats at page 17, Fresno County Records.
- I. Parcel "A" of Parcel Map 94-1, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 25 of Parcel Maps at page 57, Fresno County Records.
- J. Parcel "B" being a portion of remainder Parcel as shown on the map of Tract No. 4850 as recorded in Volume 63 at pages 8 and 9, Fresno County Records.
- K. Tract No. 4851, Phase II, Cerca Del Rio II, in the City of Firebaugh, County of Fresno, and State of California as recorded in Volume 64 of Plats at page 80, Fresno County Records.
- L. Tract No. 4851, Phase III, Cerca Del Rio II, in the City of Firebaugh, County of Fresno, State of California, as recorded Volume 65 of Plats at page 12, Fresno County Records.
- M. Tract 5202, Cerca Del Rio III, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 68 of Plats, at Pages 70 and 71, Fresno County Records.
- N. Tract 5367, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 71 of Plats, at pages 59 and 60, Fresno County Records.
- O. Tract 5529, in the City of Firebaugh, County of Fresno, State of California, as recorded in Volume 78 of Plats, at pages 79 through 82, Fresno County Records.

CLERK'S CERTIFICATION TO COUNTY AUDITOR
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

TO THE COUNTY AUDITOR OF THE COUNTY OF FRESNO:

I do hereby certify that the attached document is a true copy of that certain Engineer's Report, including assessment and assessment and boundary diagrams, for Assessment District No. 1, City of Firebaugh, confirmed by the City Council of the City of Firebaugh on the 20th day of July, 2020, by its Resolution No. 20-_____.

The document is certified, and is filed with you, pursuant to Section 22641 of the Streets and Highways Code.

Dated: _____

City Clerk
City of Firebaugh

[SEAL]

RESOLUTION NO. 20-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
ADOPTING ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2020 - 21**

WHEREAS, Article XIII B of the California Constitution requires cities to adopt annual appropriations limits; and

WHEREAS, Government Code Section 7910 requires each local government to establish its appropriation limit by resolution each year at a regularly scheduled meeting or a noticed public meeting; and

NOW, THEREFORE, BE IT RESOLVED THAT the Appropriations Limit for the City of Firebaugh for Fiscal Year 2020-2021 is hereby set at \$11,745,299 as per attached Exhibit "A", which is incorporated herein by this reference.

BE IT FURTHER RESOLVED THAT any challenge to said Appropriations Limit must be filed in writing with the City Manager by no later June 30, 2020. If a challenge is made to attack, review, set aside, void or annul the action of the City Council herein, the matter shall be set for hearing before the Firebaugh City Council at its next available regular meeting. Legal challenges must be brought within 45 days after this Resolution is adopted.

The foregoing Resolution was duly adopted by the Firebaugh City Council adopted at a regular meeting of the City Council of the City of Firebaugh held on June 15, 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

ATTEST

Elsa Lopez
Mayor

Rita Lozano
Deputy City Clerk

EXHIBIT “A”

ARTICLE XIII B—APPROPRIATIONS LIMIT FOR THE CITY OF FIREBAUGH FOR FISCAL YEAR 2019-2020

Appropriation Limit for Previous Fiscal Year 2019 - 2020		\$11,321,820
Population in January 2019		7,980
Population in January 2020		7,981
Percentage change in the City:		0.01%
Percentage increase in Fresno County:		0.81%
California per Capita Personal Income:		3.73%
<u>Calculation of Factor for FY 2020-2021</u>		
Per Capita converted to a ratio:	$(3.73 + 100)/100 =$	1.0373
Population converted to ratio:	$(0.01 + 100)/100 =$	1.0001
Calculation of factor for FY 2020-2021	$1.0373 \times 1.0001 =$	1.0374
Appropriation Limit for Fiscal Year 2020-2021: $\\$11,321,820 \times 1.0374$		<u>\$11,745,299</u>

RESOLUTION NO. 20-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH
APPROVING THE CITY OF FIREBAUGH'S BUDGET FOR FISCAL YEAR 2020 - 2021**

WHEREAS, the City Staff has proposed to the City Council of the City of Firebaugh the attached Budget for fiscal year 2020 - 2021, which is incorporated herein by this reference; and

WHEREAS, it is the intention of the City Council to adopt said Budget as the City's budget for the fiscal year 2020 - 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FIREBAUGH AS FOLLOWS:**

That certain budget for the fiscal year July 1, 2020 - June 30, 2021, attached and on file in the office of the City Clerk entitled, "City of Firebaugh Budget – Fiscal Year 2020 - 2021", which is hereby referred to and incorporated herein by reference, is hereby adopted by the City Council of the City of Firebaugh as the Formal Annual Budget of the City of Firebaugh for the fiscal year July 1, 2020-June 30, 2021.

The foregoing Resolution was approved and adopted by the City Council of the City of Firebaugh, on the 15th day of June 2020, by the following votes:

AYES: Board Members

NOES: Board Members

ABSENT: Board Members

ABSTAIN: Board Members

APPROVED

ATTEST

Elsa Lopez
Mayor

Rita Lozano
Deputy City Clerk

CLERK'S CERTIFICATE

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh (the "City") certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Firebaugh City Council held on June 15, 2020.

DATE: June 15, 2020

Rita Lozano, Deputy City Clerk



TO: Mayor Elsa Lopez and Council Members
FROM: Pio Martin, Finance Director
DATE: June 15, 2020
SUBJECT: Presentation of City Budget Fiscal Year 2020-2021

Presentation of City of Firebaugh Fiscal Year 2020 - 2021

➤ Total Budget for fiscal year 2019-2020

Fund	Revenue	Salaries	Operation Expense	Net Revenue
General Fund	3,136,690	2,165,261	887,212	84,217
Public Safety / Law Enforcement (COPS)	114,900	94,191	15,327	5,383
Enterprise Funds	4,075,003	1,157,451	2,755,528	162,025
Streets Funds	<u>881,161</u>	<u>211,925</u>	<u>808,068</u>	<u>-138,832</u>
Total	8,207,754	3,628,827	4,466,134	112,792

➤ Total Budget for City Grants Budget

Fund	Revenue	Salaries	Operation Expense	Net Revenue
City Grants	16,088,642	69,903	16,108,739	0.00

CITY OF FIREBAUGH

FINANCIAL BUDGET

FISCAL YEAR 2020—2021



City of Firebaugh – Directory

City of Firebaugh
1133 “P” Street
Firebaugh, CA 93622
559.659.2043 – Phone
559.659.3412 – Fax
www.firebaugh.org

City Council meets every 1st and 3rd Monday of every month at Andrew Firebaugh
Community Center 1655 13th Street, Firebaugh, CA 93622.

City Council

Mayor, Elsa Lopez
Mayor Pro-Tem, Freddy Valdez
Council Member, Dr. Marcia Sablan
Council Member Brady Jenkins
Council Member, Felipe Perez

Term Expires 2020
Term Expires 2020
Term Expires 2022
Term Expires 2020
Term Expires 2022

Departments

City Manager, Ben Gallegos bgallegos@firebaugh.org	559.659.5905
Finance Director, Pio Martin pmartin@firebaugh.org	559.659.5901
City Clerk, Rita Lozano rlozano@firebaugh.org	559.659.5904
Accounts Payable / Payroll, Nancy Vaca nvaca@firebaugh.org	559.659.5907
Building Department / Planning, Isabel Saldivar isaldivar@firebaugh.org	559.659.5900
Utility Billing, Vanessa Linanes vlinares@firebaugh.org	559.659-2043
Accounts Receivable, Olga Flores oflores@firebaugh.org	559.659.5846
Senior Center, Anita Sanchez seniorcenter@firebaugh.org	559-407-8811
Police Chief, Salvador Raygoza	559.659.3051
Fire Chief, John Borboa	559.659.2073

Contract Services

City Attorney, James Sanchez, Lozano Smith Attorney at Law	559.431.5600
City Engineer, Mario Gouveia, Gouveia Engineering, Inc.	209.854.3300
City Planner, Karl Schoettler, Collins & Planning Consultants	559.734.8737
City Building Inspectors, CSG Consultants, INC.	559.659.5900

General Fund Summary

General Fund Revenue

<u>Description</u>	<u>Budget FY2020-21</u>	<u>Revenue General Fund Percentage of Budget</u>
Taxes	\$ 242,490	8.11%
Plan / Building Permits	\$ 189,140	6.33%
Business License	\$ 35,000	1.17%
Police Fines	\$ 29,000	0.97%
Vehicle License Fee	\$ 652,500	21.83%
Sales Tax	\$ 729,000	24.39%
UUT PGE & Phone	\$ 745,000	24.93%
Police Services	\$ 160,525	5.37%
Miscellaneous	\$ 56,000	1.87%
Fire Aid	\$ 19,800	0.66%
SB 90 State Programs	\$ 7,000	0.23%
Franchise Fees	\$ 120,000	4.02%
SB1	\$ -	0.00%
Cannabis	\$ -	0.00%
Grants	\$ -	0.00%
Council Insurance	\$ 3,305	0.11%
Workers Comp	\$ -	0.00%
Total	\$ 2,988,760	100.00%

General Fund Salaries

<u>Description</u>	<u>Budget FY2020-21</u>	<u>Salaries General Fund Percentage of Budget</u>
Parks	\$ 40,976	1.93%
Sr. Citizens	\$ 51,013	2.40%
Elected Officials	\$ 16,464	0.78%
Administration	\$ 129,996	6.13%
Police	\$ 1,806,525	85.14%
Fire	\$ 5,631	0.27%
Building	\$ 33,468	1.58%
Public Works	\$ 5,119	0.24%
Plan & Zoning	\$ 32,649	1.54%
Total	\$ 2,121,841	100.00%

General Fund Expense

<u>Description</u>	<u>Budget FY2020-21 Expenses</u>	<u>Expenses General Fund Percentage of Budget</u>
Parks	\$ 44,451	5.87%
Sr. Citizens	\$ 13,194	1.74%

Elected Officials	\$	25,165	3.32%
Administration	\$	112,779	14.89%
Police	\$	265,486	35.05%
Fire	\$	125,710	16.60%
Code Enforcement	\$	925	0.12%
Building	\$	55,897	7.38%
Public Works	\$	15,896	2.10%
<u>Plan & Zoning</u>	<u>\$</u>	<u>97,994</u>	<u>12.94%</u>
Total	\$	757,497	100.00%

General Fund Salaries & Expense

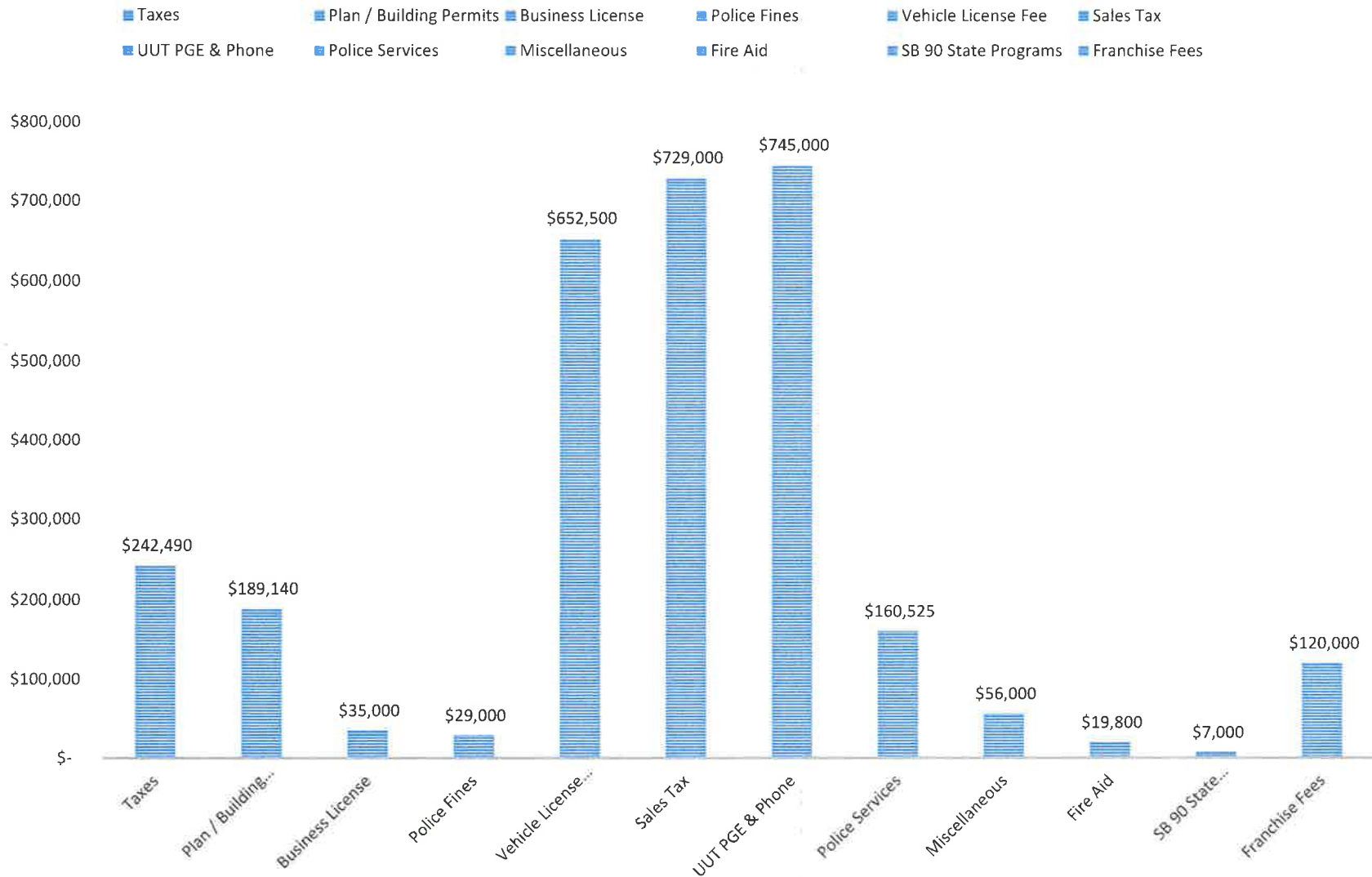
<u>Description</u>	<u>Budget FY2020-21</u>	
Parks	\$	85,427
Sr. Citizens	\$	64,207
Elected Officials	\$	41,629
Administration	\$	242,775
Police	\$	2,072,011
Fire	\$	131,341
Code Enforcement	\$	925
Building	\$	89,365
Public Works	\$	21,015
<u>Plan & Zoning</u>	<u>\$</u>	<u>130,643</u>
Total	\$	2,879,338

<u>Description</u>	<u>Budget FY2020-21</u>	
General Total Revenue	\$	2,988,760
<u>General Fund Total</u>		
<u>Salaries & Expenses</u>	<u>\$</u>	<u>2,879,338</u>
Net Revenue / (Loss)	\$	109,422
		3.66%

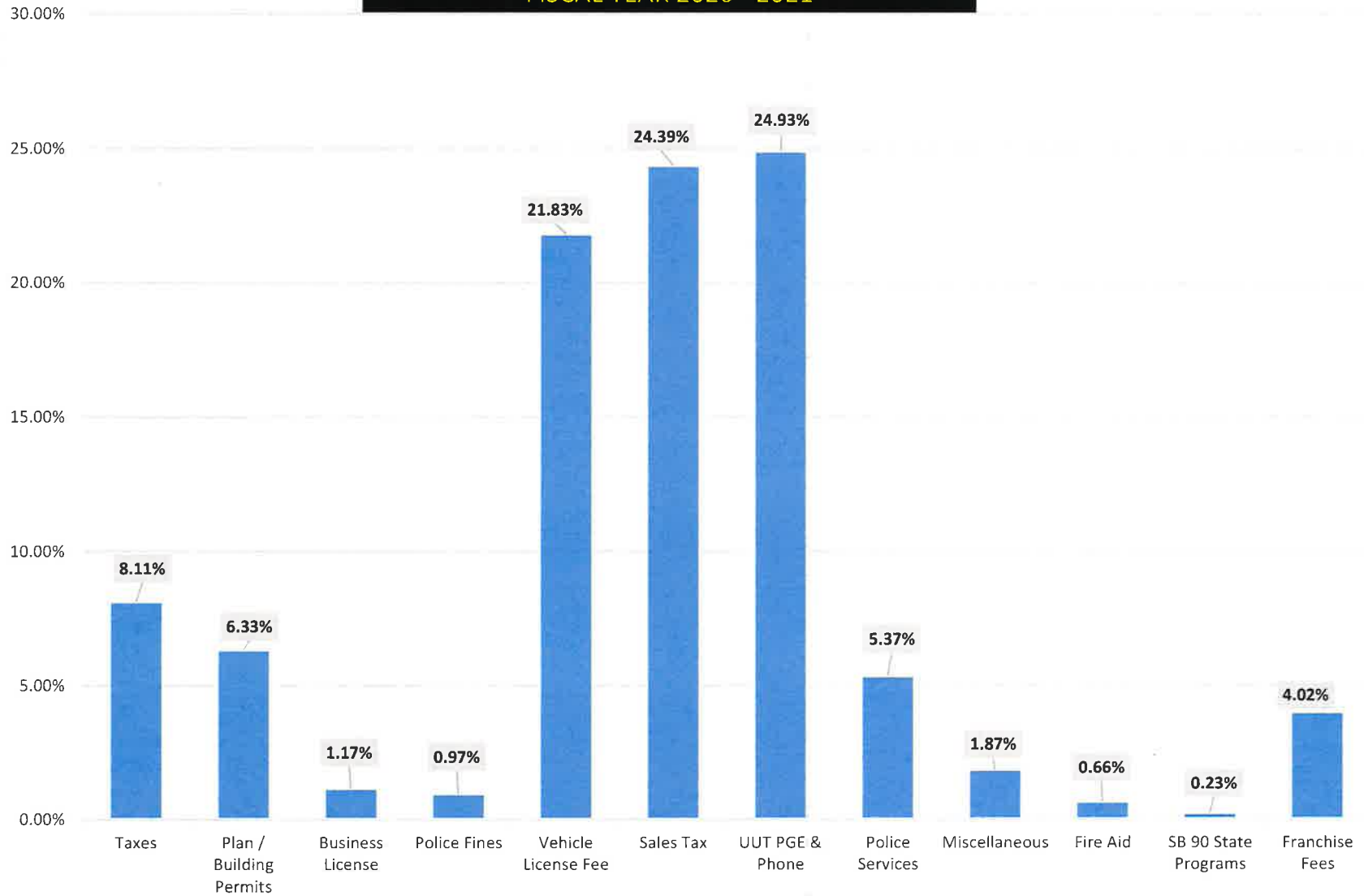
Total Summary of Funds

	<u>Revenue</u>	<u>Salaries</u>	<u>Expenses</u>	<u>Surplus / (Deficit)</u>
004 - General Fund	2,986,260	2,121,841	757,497	106,922
006 - Public Safety	14,000	-	10,000	4,000
008 - Law Enforcement	100,900	94,191	5,327	1,383
012 - Gas Tax	123,727	-	100,000	23,727
013 - Road Maintenance Rehab (SB1 Beall)	139,762	-	139,762	-
016 - State Aid Aviation	31,360	10,418	17,490	3,453
019 - Asset Forfeits				-
025 - Local Transportation Fund	6,162	-	6,000	162
028 - Transportation Department Act (TDA)	281,618	99,057	143,837	38,725
033 - Measure C-1	119,605	91,590	27,349	666
034 -Measure C-2	4,181	-	-	4,181
035 - Measure C-3	137,397	-	390,000	(252,603)
036 - Water Enterprise	1,923,358	483,068	1,422,844	17,447
037 - Water Capital Enterprise	2,000	-	-	2,000
040 - Sewer Enterprise	1,645,500	562,480	942,163	140,857
041 - Sewer Capital Enterprise	1,000	-	-	1,000
043 - Light & Landscape	40,475	42,997	13,033	(15,555)
061 - Special Events	130,430	22,250	108,087	93
067 - Gas Tax	68,709	21,278	1,121	46,310
078 - Highway 33	1,768,349		1,768,349	-
080 - Solid Waste	431,310	58,489	359,998	12,823
086 - Community Center	20,000	21,170	21,628	(22,798)
124 - 17- CDBG VFW and Sewer	4,698,421	-	4,698,421	0
127 - CML-5224-(023)-Pedestrian Walkway	67,817	-	67,817	-
128 - STPL-5224-(024)-8th Street from P Street to HWY33	32,509	-	32,509	-
129 - C-06-8124-210 Wastewater Treatment Plant Improvement	6,731,794	-	6,731,794	-
131 - 18-CDBG-Waterline Replacement	2,350,000	-	2,350,000	(0)
132 - Multi-Benefit Flood Management Project	349,849	-	349,849	-
133 - CARES Act Airport	20,000	-	20,000	-
134 - Tobacco Grant (Firebaugh Las Deltas)	-	-	69,903	(69,903)
Totals	24,226,493	3,628,827	20,554,777	42,889
200- Succesor Agency	569,855	36,621	533,118	116

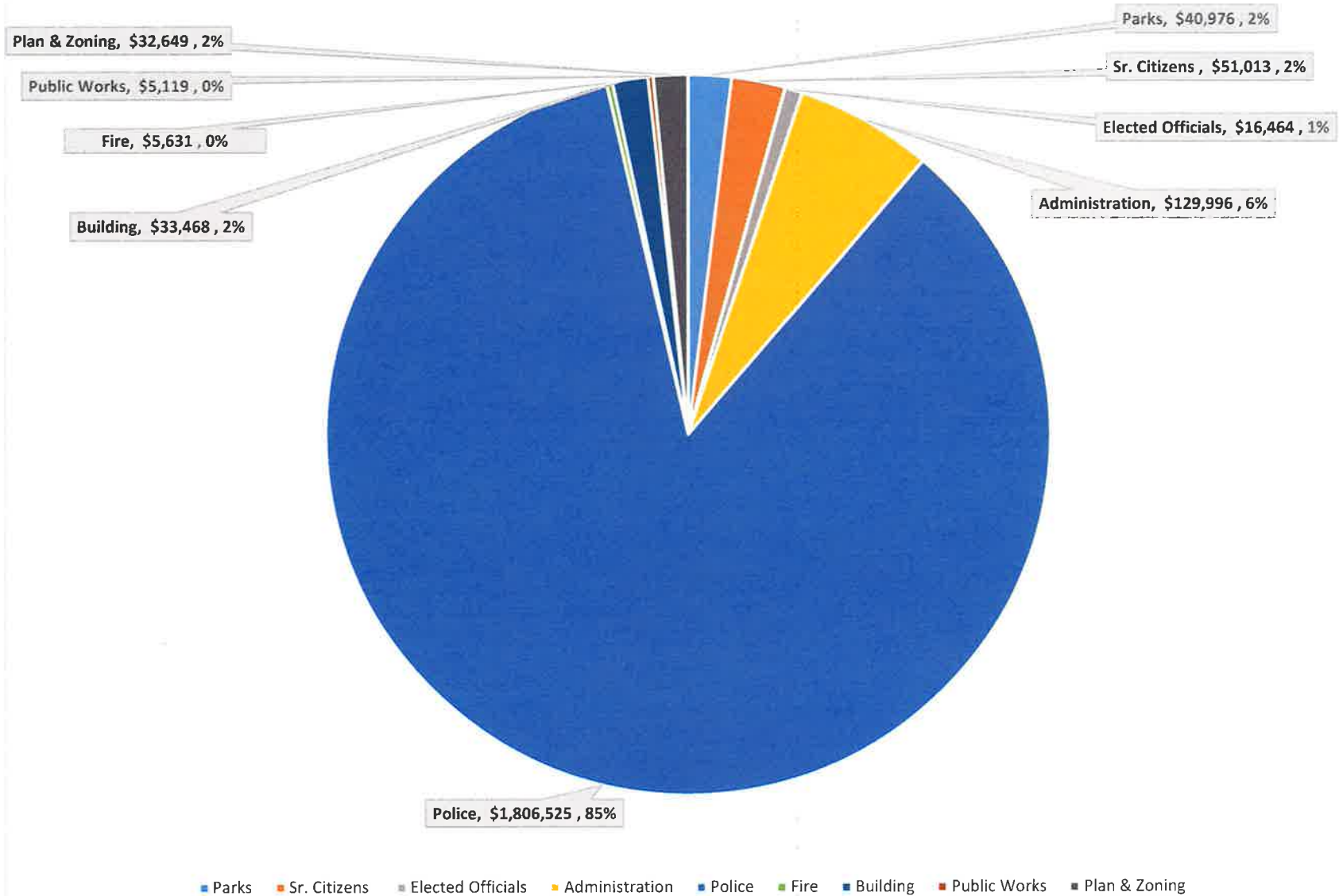
REVENUE GENERAL FUND OF BUDGET FISCAL YEAR 2020-2021



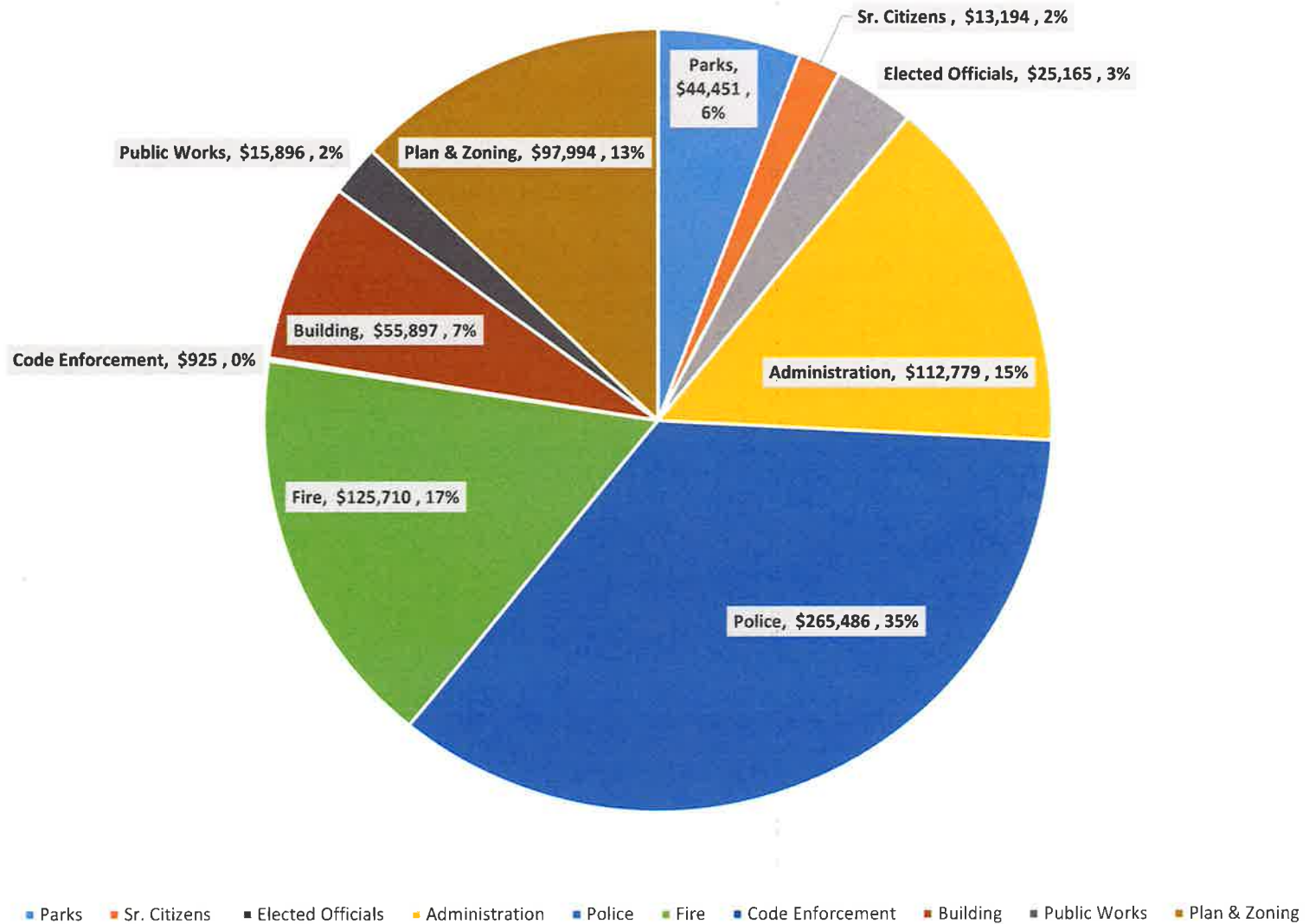
**REVENUE GENERAL FUND PERCENTAGE OF BUDGET
FISCAL YEAR 2020 - 2021**



General Fund Salaries FY 2020-2021



General Fund FY2020-2021 Expenses



FUND #: 004	GENERAL FUND				
Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3001	CURRENT YR. SECURED	168,683	183,600	147,008	135,000
3002	CURRENT YR. UNSECURED	22,196	1,000	21,102	18,000
3003	PRIOR YR. SECURED	779	204	244	265
3004	PRIOR YR. UNSECURED	1,052	1,071	982	1,000
3005	OTHER PROPERTY TAXES	12	20	164	180
3007	C.Y. SUPPLEMENT SECURED	11,242	7,800	2,131	1,900
3008	C.Y. SUPPLEMENT UNSECURED	267	100	938	1,000
3009	PRIOR YEAR SUPPLEMENT	225	300	-	-
3010	INTEREST RECEIVED ON P. TAXES	749	700	1,139	1,245
3011	REAL PROPERTY TRANSFERRED TAX	6,468	5,000	2,254	2,000
3013	HOMEOWNERS PROP TAX RELIEF	4,665	5,000	2,214	1,900
3014	TAX INCREMENT PASS-THROUGH	84,013	-	95,196	80,000
3016	TRAFFIC CONGESTION RELIEF P42	-	-	9,142	-
3101	ANIMAL LICENSES	2,441	2,000	2,374	2,000
3102	CONSTRUCTION & BLDG PERMITS	18,362	20,000	202,187	52,000
3103	BUSINESS LICENSE	54,607	47,300	27,150	35,000
31057	BLDG STANDARDS-STATE SURCHARGE	28	180	36	40
3106	PLAN CHECK FEES	34,109	30,000	34,789	20,000
3108	ELECTRICAL PERMIT ISSUANCE	12,148	10,000	6,471	14,000
3109	MECHANICAL PERMIT ISSUANCE	4,367	4,500	6,954	11,300
3110	PLUMBING PERMIT ISSUANCE	4,000	6,000	1,928	17,500
3111	RE-ROOF TEAR OFF	4,712	4,000	4,111	3,500
3112	GRADING PERMIT	249	450	2,711	300
3113	PLANNING FEE	1,293	1,400	3,191	1,500
3114	ENGINEERING FEE	15,074	10,000	60,258	60,000
3115	ENCROACHMENT FEE	4,500	4,500	18,073	4,000
3119	CANNABIS - PHASE 1 APPLICATION	5,023	7,500	7,573	-
3120	CANNABIS - MANUFACTURING	-	-	12,500	-
3121	CANNABIS - DISTRIBUTION DELIVR	-	-	4,167	-
3201	MOTOR VEHICLE FINES	22,584	17,000	14,170	15,500
3202	CRIMINAL FINES	1,089	1,000	488	1,000
3204	HIGHWAY MOTOR VEHICLE FEE	2,737	3,000	-	2,500
3301	INTEREST INCOME	267	250	230	250
3401	ST MOTOR VEH IN LIEU TAX	650,300	655,000	671,038	650,000
3402	SALES TAX	911,856	630,000	890,661	729,000
3403	FRANCHISE FEES	128,528	125,000	110,534	120,000
3404	UTILITY USER TAX - PGE	822,817	800,000	786,405	700,000
3405	UTILITY USER TAX - TELEPHONE	67,896	65,000	41,763	40,000
3406	HOTEL/MOTEL TAX (4%)	359	2,000	-	2,000
3408	TOBACCO RETAIL PERMIT FEE	2,473	1,900	760	1,900
3409	PREPAID MOBILE TELEPHONE TAX	19,814	2,500	2,511	2,500
3501	ZONING/PLANNING FEES	18,812	5,000	16,197	5,000
3511	MALDONADO PARK LIGHT USE	210	400	160	200
3523	ABANDONED VEHICLE ABATEMENT	13	50	-	50
3524	LIVE SCAN FEES	3,417	2,000	2,212	1,800
3525	SPECIAL POLICE SERVICES	12	25	26	25
3526	PD RESERVE TRAINING FUND	1,241	565	520	250
3527	POLICE RESERVE WAGE REIMB	9,373	10,735	7,088	5,000
3528	STATE OF CALIFORNIA P.O.S.T.	894	600	3,412	1,000
3529	EMERGENCY RESPONSE FEE-POLICE	274	430	439	450
3531	PARKING VIOLATIONS	2,519	5,000	3,177	2,500
3533	CHP - RELEASE	30,732	32,000	16,594	10,000
3534	FIRE DEPT./INSTANT AIDE	22,200	19,800	-	19,800
3535	SB 90 STATE MANDATED PROGRAMS	7,006	20,000	5,455	7,000
3539	FMAAA/Nutrition	8,791	8,000	3,999	8,000
3540	SENIOR CITIZENS MEAL DONATION	2,372	2,500	1,392	1,500
3546	MISCELLANEOUS REVENUE	73,780	35,000	350,014	35,000
3568	FACILITIES RENTAL	3,996	3,500	1,000	1,000
3569	ADMINISTRATIVE CITATION	3,577	3,500	1,000	1,000
3570	BAD DEBTS	-	-	(29,120)	-
3572	POLICE COPY OF DOCUMENTS	4,800	4,500	4,442	4,000
3574	POLICE SERVICE AND DISPATCH	135,746	140,000	116,667	147,000
3577	COMMUNITY GARDEN	458	500	600	500
3578	CONVENIENCE FEE	1,223	3,000	2,683	3,000
3603	SURPLUS EQUIPMENT / VEHICLES	567	600	1,050	600
3661	REIMBURSEMENTS/REFUNDS	6,097	-	-	-
3663	INSURANCE REIMBURSEMENT	-	-	5,000	-
3667	CITY COUNCIL INSURANCE	779	-	3,398	3,305
3669	CSJV-RMA WORKERS COMP REIMBURS	-	-	13,014	-
3801	GRANT INCOME	2,740	10,000	-	-
3920	2019 EQUIPMENT LEASE SOLAR PRO	133,333	-	-	-
Total Revenue —>		3,567,420	2,962,980	3,725,966	2,986,260
					23,280
					0.79%

FUND #: 004 GENERAL FUND PARKS					
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4080 1000	PARKS SALARIES	18,440	14,775	17,636	23,197
4080 1002	PARKS WAGES/OTHER	1,536	853	1,118	-
4080 1005	PARKS OVERTIME	201	177	198	200
4080 1010	PARKS FICA	1,503	1,091	1,296	1,742
4080 1011	PARKS HEALTH INS	4,336	22	-	-
4080 1013	PARKS PERS	2,252	1,603	1,938	2,509
4080 1015	PARKS WKRS COMP	1,593	1,619	1,619	1,846
4080 1016	PARKS UNIFORM	-	-	-	237
4080 1022	PARKS UNFUNDED LIABIL	1,292	1,402	1,554	3,595
4080 1025	PARKS MEDICAL INSURAN	5,148	3,184	3,964	7,041
4080 1026	PARKS DENTAL INSURANC	477	330	455	523
4080 1027	PARKS VISION INSURANC	77	54	68	88
Total Salaries		33,054	25,109	29,845	40,976
					15,867
					63.19%
4080 2008	PARKS JANITORIAL SUPP	711	600	370	500
4080 2011	PARKS PROTECT CLOTHNG	33	100	93	100
4080 2013	PARKS GAS, OIL, LUBE	1,961	1,750	1,226	1,400
4080 2014	PARKS TIRES, BATT, AC	550	1,000	84	500
4080 2017	PARKS CHEMICALS	1,091	1,000	767	1,000
4080 2502	PARKS INSURANCE	3,465	1,299	1,291	2,146
4080 2523	PARKS TELEPHONE	17	25	91	105
4080 2526	PARKS ELECTRICITY/GAS	28,525	23,000	20,661	25,000
4080 2533	PARKS PROPERTY TAXES	269	400	277	400
4080 3001	PARKS SMALL TOOLS	170	350	130	200
4080 3002	PARKS RNT/LEASE EQUIP	639	1,400	-	1,000
4080 3011	PARKS R&M VEHICLE	1,091	900	1,258	1,000
4080 3012	PARKS REPAIR EQUIP	4,081	1,500	2,189	2,000
4080 3013	PARKS REPAIR FACILTS	13,107	7,000	6,910	7,000
4080 3506	PARKS ENGINEERING	155	500	-	-
4080 3513	PARKS OTHER SERVICES	218	300	300	-
4080 3518	PARKS PEST CONTROL	86	120	6	100
4080 5002	PARKS EQUIPMENT	21,667	20,000	6,200	2,000
4080 5035	PARKS EQUIPMENT	5,350	-	-	-
Total Expense		83,189	61,244	41,854	44,451
					(16,793)
					-27.42%
Total Salaries and Expense		116,243	86,353	71,699	85,427
					(926)
					-1.07%

FUND #: 004 GENERAL FUND SENIOR CENTER

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4095 1000	SENIOR CITIZENS SALARIES	14,735	19,249	15,748	27,176
4095 1002	SENIOR CITIZENS WAGES/OTHER	4,017	4,626	4,006	4,626
4095 1005	SENIOR CITIZENS OVERTIME	28	-	49	-
4095 1010	SENIOR CITIZENS FICA	1,391	1,826	1,428	2,907
4095 1011	SENIOR CITIZENS HEALTH INS	3,032	-	-	-
4095 1013	SENIOR CITIZENS	2,333	2,316	1,889	3,482
4095 1015	SENIOR CITIZENS WKRS COMP	1,278	1,600	1,616	2,322
4095 1016	SENIOR CITIZENS UNIFORM	-	-	-	41
4095 1022	SENIOR CITIZENS UNFUNDED LIABIL	1,285	2,494	1,545	4,520
4095 1025	SENIOR CITIZENS MEDICAL INSURAN	1,765	1,055	2,554	5,205
4095 1026	SENIOR CITIZENS DENTAL INSURANC	172	207	262	632
4095 1027	SENIOR CITIZENS VISION INSURANC	32	31	48	103
Total Salaries		30,067	33,404	29,146	51,013
					17,609
					52.71%
4095 2001	SENIOR CITIZENS OFFICE SUPPLIES	145	200	333	250
4095 2005	SENIOR CITIZENS POSTAGE & SHIP	1	20	-	20
4095 2006	SENIOR CITIZENS MEDICAL SUPPLY	-	100	53	75
4095 2007	SENIOR CITIZENS SITE/PROG SY	245	450	2,063	500
4095 2008	SENIOR CITIZENS JANITORIAL SUPP	1,381	1,100	1,606	1,500
4095 2009	SENIOR CITIZENS OPERATIONAL	578	150	13	150
4095 2501	SENIOR CITIZENS ADVERTISEMENT	-	-	660	-
4095 2502	SENIOR CITIZENS INSURANCE	817	1,298	1,290	2,699
4095 2503	SENIOR CITIZENS DUES/FEES	367	50	-	50
4095 2504	SENIOR CITIZENS REG/TUITION	19	50	58	50
4095 2523	SENIOR CITIZENS TELEPHONE	1,504	700	502	500
4095 2526	SENIOR CITIZENS ELECTRICITY/GAS	2,807	4,000	3,984	4,800
4095 2532	SENIOR CITIZENS MISCELLANEOUS	457	100	367	450
4095 2539	SENIOR CITIZENS INTERNET ACCESS	366	400	118	150
4095 3013	SENIOR CITIZENS REPAIR FACILTS	622	500	1,572	1,000
4095 3513	SENIOR CITIZENS OTHER SERVICES	-	-	635	-
4095 3514	SENIOR CITIZENS SERVICE AGRMNTS	-	-	105	-
4095 3518	SENIOR CITIZENS PEST CONTROL	978	350	350	400
4095 3542	SENIOR CITIZENS PROGRAM MEALS	451	600	572	600
Total Expense		10,737	10,068	14,282	13,194
					3,126
					31.05%
Total Salaries and Expense		40,804	43,472	43,428	64,207
					20,735
					47.70%

FUND #: 004	GENERAL FUND ELECTED OFFICIALS				
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4099 1016	ELECTED OFFICIALS UNIFORM EXPENSE	52	-	-	-
4099 1024	ELECTED OFFICIALS CITY COUNCIL	5,479	7,200	6,600	7,200
4099 1031	ELECTED OFFICIALS HEALTH INSURANCE	3,650	14,650	10,995	9,264
	Total Salaries	9,181	21,850	17,595	16,464
					(5,386)
					-24.65%
4099 2001	ELECTED OFFICIALS OFFICE SUPPLIES	65	-	10	-
4099 2004	ELECTED OFFICIALS PRINT & BIND	46	85	29	40
4099 2009	ELECTED OFFICIALS OPERATIONAL	-	-	35	50
4099 2501	ELECTED OFFICIALS ADVERTISEMENT	-	-	110	125
4099 2503	ELECTED OFFICIALS DUES/FEES	1,237	1,600	751	350
4099 2504	ELECTED OFFICIALS REG/TUITION	854	1,400	3,020	4,000
4099 2505	ELECTED OFFICIALS TRANS & TRAVEL	744	3,200	2,931	4,000
4099 2506	ELECTED OFFICIALS MEETING EXP	1,200	500	861	500
4099 2523	ELECTED OFFICIALS TELEPHONE	2,150	1,800	2,332	2,650
4099 2539	ELECTED OFFICIALS INTERNET ACCESS	609	-	380	450
4099 3502	ELECTED OFFICIALS ATTORNEY FEE'S	575	1,000	780	1,000
4099 3503	ELECTED OFFICIALS CITY ELECTIONS	3,784	-	-	12,000
4099 5002	ELECTED OFFICIALS CITY ELECTIONS	3,784	1,000	-	-
	Total Expense	15,046	10,585	11,239	25,165
					14,580
					137.74%
	Total Salaries and Expense	24,227	32,435	28,834	41,629
					9,194
					28.35%

FUND #: 004	GENERAL FUND ADMINISTRATION				
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4100 1000	ADMINISTRATION SALARIES	52,184	70,702	62,752	72,353
4100 1002	ADMINISTRATION WAGES/OTHER	3,800	4,626	4,006	4,626
4100 1005	ADMINISTRATION OVERTIME	182	200	60	100
4100 1010	ADMINISTRATION FICA	4,277	5,763	6,558	5,818
4100 1013	ADMINISTRATION	9,507	13,922	12,599	14,031
4100 1015	ADMINISTRATION WKRS COMP	4,669	5,812	5,869	5,748
4100 1016	ADMINISTRATION UNIFORM EXPENSE	-	-	193	41
4100 1022	ADMINISTRATION UNFUNDED LIABIL	11,190	7,868	5,938	11,190
4100 1025	ADMINISTRATION MEDICAL INSURAN	-	10,080	9,179	11,092
4100 1026	ADMINISTRATION DENTAL INSURANC	-	1,160	1,015	1,149
4100 1027	ADMINISTRATION VISION INSURANC	-	190	172	197
4100 1028	ADMINISTRATION MEDICAL RETIREE	-	-	2,786	3,652
	<i>Total Salaries</i>	85,809	120,323	111,127	129,996
					9,673
					8.04%
4100 2001	ADMINISTRATION OFFICE SUPPLIES	2,634	2,400	2,692	3,000
4100 2004	ADMINISTRATION PRINT & BIND	6	-	25	-
4100 2005	ADMINISTRATION POSTAGE & SHIP	1,390	500	493	500
4100 2006	ADMINISTRATION MEDICAL SUPPLY	31	100	247	170
4100 2008	ADMINISTRATION JANITORIAL SUPP	1,594	1,500	760	1,000
4100 2009	ADMINISTRATION OPERATIONAL	917	750	838	1,000
4100 2501	ADMINISTRATION ADVERTISEMENT	757	1,350	1,022	1,200
4100 2502	ADMINISTRATION INSURANCE	4,403	4,713	4,684	6,681.81
4100 2503	ADMINISTRATION DUES/FEES	8,401	10,000	6,695	8,500
4100 2504	ADMINISTRATION REG/TUITION	386	500	2,157	2,000
4100 2505	ADMINISTRATION TRANS & TRAVEL	529	1,000	1,626	2,300
4100 2506	ADMINISTRATION MEETING EXP	1,810	1,400	526	1,000
4100 2523	ADMINISTRATION TELEPHONE	1,483	1,400	521	450
4100 2526	ADMINISTRATION ELECTRICITY/GAS	2,348	3,500	3,509	4,000
4100 2533	ADMINISTRATION PROPERTY TAXES	466	500	462	500
4100 2539	ADMINISTRATION INTERNET ACCESS	1,384	900	262	300
4100 3002	ADMINISTRATION RNT/LEASE EQUIP	1,808	1,500	1,516	1,500
4100 3012	ADMINISTRATION REPAIR EQUIP	1,388	1,000	-	1,000
4100 3013	ADMINISTRATION REPAIR FACILTS	827	800	1,080	1,000
4100 3501	ADMINISTRATION AUDIT FEES	9,603	15,000	14,500	6,518
4100 3502	ADMINISTRATION ATTORNEY FEE'S	21,251	11,000	24,506	30,300
4100 3504	ADMINISTRATION C/W SERVICE FEE	1,300	1,200	1,239	1,300
4100 3506	ADMINISTRATION ENGINEERING	2,167	-	1,286	1,500
4100 3513	ADMINISTRATION OTHER SERVICES	7,472	12,000	17,355	12,000
4100 3514	ADMINISTRATION SERVICE AGRMNTS	189	350	-	-
4100 3515	ADMINISTRATION COMP SERV AGRMT	982	1,100	1,054	1,200
4100 3518	ADMINISTRATION PEST CONTROL	519	200	-	200
4100 3519	ADMINISTRATION BANK CHARGES	796	2,700	2,788	3,500
4100 5002	ADMINISTRATION EQUIPMENT	-	1,000	-	-
4100 5005	ADMINISTRATION COMPUTER	-	-	-	2,600
4100 5343	ADMINISTRATION PROPERTY ACQUIS	-	100,000	100,000	-
4100 6044	ADMINISTRATION SOLAR INTEREST	-	-	-	10,855
4100 6045	ADMINISTRATION SOLAR PRINCIPAL	-	-	-	6,705
	<i>Total Expense</i>	76840.28	178,363	191,843	112,779
					(65,584)
					-36.77%
	<i>Total Salaries and Expense</i>	162,649	298,686	302,970	242,775
					(55,911)
					-18.72%

FUND #: 004 GENERAL FUND POLICE					
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4130 1000	POLICE SALARIES	676,466	775,067	669,573	758,487
4130 1001	POLICE DISP. WAGES	201,098	255,633	200,954	241,123
4130 1002	POLICE WAGES/OTHER	27,223	32,064	32,732	32,817
4130 1004	POLICE RESERVE WAGES	33,696	33,800	47,985	40,000
4130 1005	POLICE OVERTIME	35,499	30,000	38,695	30,000
4130 1007	POLICE DISPATCHERS OT	18,874	10,000	10,293	10,000
4130 1010	POLICE FICA	73,887	87,804	74,382	84,514
4130 1013	POLICE PERS	145,154	173,592	145,600	174,472
4130 1014	POLICE ST UNEMPLOYMENT	6,924	5,000	-	5,000
4130 1015	POLICE WKRS COMP	70,832	81,178	81,980	79,437
4130 1016	POLICE UNIFORM EXPENSE	8,422	11,200	8,897	9,209
4130 1022	POLICE UNFUNDED LIABIL	170,841	144,554	93,519	141,519
4130 1025	POLICE MEDICAL INSURAN	106,610	104,055	91,167	132,117
4130 1026	POLICE DENTAL INSURANC	15,042	14,588	14,316	15,736
4130 1027	POLICE VISION INSURANC	1,882	1,920	1,701	1,853
4130 1028	POLICE MEDICAL RETIREE	12,033	12,900	14,487	23,070
4130 1029	POLICE DENTAL RETIREE	2,297	2,400	1,914	14,932
4130 1030	POLICE VISION RETIREE	394	420	329	2,975
4130 1031	POLICE COUNCIL INSURANCE	-	-	-	9,264
Total Salaries		1,607,174	1,776,175	1,528,525	1,806,525
					30,350
					1.7%
4130 2001	POLICE OFFICE SUPPLIES	4,481	4,500	3,421	4,500
4130 2004	POLICE PRINT & BIND	814	1,200	946	1,300
4130 2005	POLICE POSTAGE & SHIP	1,164	1,000	460	500
4130 2006	POLICE MEDICAL SUPPLY	419	500	667	250
4130 2008	POLICE JANITORIAL SUPP	1,511	1,200	1,739	1,200
4130 2009	POLICE OPERATIONAL	2,516	2,519	2,094	2,500
4130 2010	POLICE RANGE SUPPLIES	3,075	3,000	2,264	2,500
4130 2013	POLICE GAS, OIL, LUBE	29,697	32,000	23,890	26,500
4130 2014	POLICE TIRES, BATT, AC	4,568	3,000	3,577	3,000
4130 2501	POLICE ADVERTISEMENT	276	500	713	500
4130 2502	POLICE INSURANCE	40,702	69,915	69,491	92,340
4130 2503	POLICE DUES/FEES	2,695	3,000	3,304	2,500
4130 2504	POLICE REG/TUITION	3,082	3,800	1,684	3,000
4130 2505	POLICE TRANS & TRAVEL	1,818	1,000	710	1,000
4130 2506	POLICE MEETING EXP	1,023	835	407	500
4130 2518	POLICE STATE LAB USE	3,909	4,600	4,476	4,600
4130 2523	POLICE TELEPHONE	4,300	4,000	6,354	7,140
4130 2525	POLICE RADIOS & PAGERS	7,745	6,500	-	6,500
4130 2526	POLICE ELECTRICITY/GAS	16,575	17,510	25,720	28,900
4130 2533	POLICE PROPERTY TAXES	45	50	46	52
4130 2536	POLICE ENVIR. MANDATES	-	-	143	161
4130 2539	POLICE INTERNET ACCESS	10,919	13,700	11,908	13,380
4130 2540	POLICE COUNTY ACCESS	2,005	2,000	1,653	2,000
4130 2551	POLICE LIVE SCAN EXPEN	2,215	1,000	1,429	1,500
4130 2561	POLICE Office Furnitur	1,349	1,000	816	1,000
4130 3002	POLICE RNT/LEASE EQUIP	385	300	304	300
4130 3011	POLICE R&M VEHICLE	12,136	10,000	11,104	10,000
4130 3012	POLICE REPAIR EQUIP	12,386	10,000	9,139	10,000
4130 3013	POLICE REPAIR FACILTS	7,070	3,000	2,357	3,000
4130 3501	POLICE AUDIT FEES	-	-	-	6,518
4130 3502	POLICE ATTORNEY FEE'S	11,513	12,463	12,833	17,000
4130 3504	POLICE C/W SERVICE FEE	586	670	537	1,300
4130 3512	POLICE PARKING VIOLATN	734	1,854	440	1,500
4130 3513	POLICE OTHER SERVICES	4,739	2,000	5,372	4,000
4130 3515	POLICE COMP SERV AGRMT	693	850	1,283	1,442
4130 3518	POLICE PEST CONTROL	187	450	360	405
4130 5005	POLICE COMPUTER	2,071	1,500	-	-
4130 5014	POLICE ARMOR VEST	2,503	1,700	2,446	2,700
4130 5035	POLICE VEHICLE/EQUIPT	46,356	33,000	34,105	-
Total Expense		248,265	256,116	248,190	265,486
					9,370
					3.66%
Total Salaries and Expense		1,855,440	2,032,291	1,776,715	2,072,011
					39,720
					1.95%

FUND #: 004	GENERAL FUND FIRE				
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4140 1028	FIRE MEDICAL RETIREE	2,973	4,000	3,264	4,400.00
4140 1029	FIRE DENTAL RETIREE	1,149	1,250	957	1,148.64
4140 1030	FIRE VISION RETIREE	82	90	69	82.32
	Total Salaries	4,204	5,340	4,290	5,631
					291
					5.45%
4140 2001	FIRE OFFICE SUPPLIES	2,126	375	838	700
4140 2005	FIRE POSTAGE & SHIP	54	100	40	50
4140 2006	FIRE MEDICAL SUPPLY	1,082	1,500	206	1,000
4140 2009	FIRE OPERATIONAL	-	-	321	-
4140 2011	FIRE PROTECT CLOTHING	6,609	20,000	597	20,000
4140 2013	FIRE GAS, OIL, LUBE	5,200	4,200	5,418	6,000
4140 2014	FIRE TIRES, BATT, AC	1,227	1,000	2,140	1,000
4140 2502	FIRE INSURANCE	376	730	726	750
4140 2503	FIRE DUES/FEES	489	450	756	500
4140 2511	FIRE VOLUNTEER FUND	10,500	9,600	-	10,500
4140 2523	FIRE TELEPHONE	1,428	1,350	1,188	1,500
4140 2525	FIRE RADIOS & PAGERS	4,483	5,000	6,369	5,000
4140 2526	FIRE ELECTRICITY/GAS	3,700	3,350	4,143	5,000
4140 2532	FIRE MISCELLANEOUS	252	-	169	200
4140 2533	FIRE PROPERTY TAXES	45	70	46	70
4140 2539	FIRE INTERNET ACCESS	87	100	184	100
4140 3001	FIRE SMALL TOOLS	1,363	400	125	400
4140 3011	FIRE R&M VEHICLE	8,689	10,000	4,630	10,000
4140 3012	FIRE REPAIR EQUIP	301	145	-	100
4140 3013	FIRE REPAIR FACILTS	3,720	4,000	825	2,000
4140 3502	FIRE ATTORNEY FEE'S	1,290	185	495	700
4140 3504	FIRE C/W SERVICE FEE	226	250	202	130
4140 3513	FIRE OTHER SERVICES	20,110	20,000	18,333	20,000
4140 3515	FIRE COMP SERV AGRMT	1,094	700	2,802	3,693
4140 5003	FIRE EQUIP. PURCHASE	20,721	30,000	5,053	-
4140 5005	FIRE COMPUTER	-	-	836	-
4140 5035	FIRE VEHICLE/EQUIPT	120,579	36,317	29,786	36,317
	Total Expense	215,751	149,822	86,228	125,710
					(24,112)
					-16.09%
	Total Salaries and Expense	219,955	155,162	90,518	131,341
					(23,821)
					-15.35%

FUND #: 004	GENERAL FUND CODE ENFORCEMENT				
Expense	Description	JYR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4145 2001	CODE ENFORCEMNT OFFICE SUPPLIES	62	175	164	175
4145 2005	CODE ENFORCEMNT POSTAGE & SHIP	15	100	-	100
4145 2503	CODE ENFORCEMNT DUES/FEE'S	484	500	445	500
4145 3502	CODE ENFORCEMNT ATTORNEY FEE'S	-	-	93	150
4145 3507	CODE ENFORCEMNT INSPECTION	-	-	2,744	-
4145 3513	CODE ENFORCEMNT OTHER	325	32,000	13,500	-
	Total Expense	888	32,775	16,946	925
					(31,850)
					-97%
	Total Salaries and Expense	888	32,775	16,946	925
					(31,850)
					-97.18%

FUND #: 004	GENERAL FUND BUILDING AND INSPECTIONS					
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021	
4180 1000	BLDG & INSPEC SALARIES	14,194	18,939	15,621	19,271	
4180 1005	BLDG & INSPEC OVERTIME	22	-	12	-	
4180 1010	BLDG & INSPEC FICA	1,028	1,449	1,114	1,474	
4180 1013	BLDG & INSPEC	2,788	3,680	3,261	3,731	
4180 1015	BLDG & INSPEC WKRS COMP	1,192	1,554	1,569	1,524	
4180 1022	BLDG & INSPEC UNFUNDED LIABIL	1,192	1,978	1,433	2,967	
4180 1025	BLDG & INSPEC MEDICAL INSURAN	4,399	3,965	3,424	4,037	
4180 1026	BLDG & INSPEC DENTAL INSURANC	368	368	322	391	
4180 1027	BLDG & INSPEC VISION INSURANC	68	68	59	72	
	Total Salaries	25,250	32,001	26,815	33,468	
					1,467	
					4.58%	
4180 2001	BLDG & INSPEC OFFICE SUPPLIES	613	425	661	600	
4180 2005	BLDG & INSPEC POSTAGE & SHIP	17	80	-	80	
4180 2501	BLDG & INSPEC ADVERTISEMENT	-	-	80	-	
4180 2502	BLDG & INSPEC INSURANCE	615	1,260	1,252	1,772	
4180 2503	BLDG & INSPEC DUES/FEES	548	550	474	550	
4180 2504	BLDG & INSPEC REG/TUITION	12	60	-	1,000	
4180 2523	BLDG & INSPEC TELEPHONE	468	450	112	150	
4180 2526	BLDG & INSPEC ELECTRICITY/GAS	549	450	375	450	
4180 2539	BLDG & INSPEC INTERNET ACCESS	502	450	120	150	
4180 2552	BLDG & INSPEC REFUNDS/REIMB	-	-	307	-	
4180 3504	BLDG & INSPEC C/W SERVICE FEE	453	525	407	195	
4180 3506	BLDG & INSPEC ENGINEERING	440	500	-	-	
4180 3507	BLDG & INSPEC INSPECTION	17,200	25,000	29,143	25,000	
4180 3515	BLDG & INSPEC COMP SERV AGRMT	643	700	779	950	
4180 3525	BLDG & INSPEC PLAN CHECK FEES	22,138	25,000	25,699	25,000	
	Total Expense	44,197	55,450	59,408	55,897	
					447	
					1%	
	Total Salaries and Expense	69,448	87,451	86,223	89,365	
					1,914	
					2.19%	

FUND #: 004	GENERAL FUND PUBLIC WORKS					
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021	
4200 1000	PUBLIC WORKS SALARIES	3,513	2,916	4,691	3,121	
4200 1002	PUBLIC WORKS WAGES/OTHER	4,852	-	1,837	-	
4200 1005	PUBLIC WORKS OVERTIME	211	-	443	-	
4200 1010	PUBLIC WORKS FICA	314	223	386	239	
4200 1013	PUBLIC WORKS	704	567	745	604	
4200 1015	PUBLIC WORKS WKRS COMP	229	226	228	233	
4200 1022	PUBLIC WORKS UNFUNDED LIABIL	185	305	10,303	454	
4200 1025	PUBLIC WORKS MEDICAL INSURAN	1,207	404	766	440	
4200 1026	PUBLIC WORKS DENTAL INSURANC	119	23	68	23	
4200 1027	PUBLIC WORKS VISION INSURANC	17	5	10	5	
	Total Salaries	11,350	4,669	19,477	5,119	
					450	
					9.64%	
4200 2502	PUBLIC WORKS INSURANCE	2,340	183	182	271	
4200 2523	PUBLIC WORKS TELEPHONE	39	45	85	100	
4200 2533	PUBLIC WORKS PROPERTY TAXES	10	23	-	25	
4200 3013	PUBLIC WORKS REPAIR FACILTS	6,381	1,000	583	1,000	
4200 3025	PUBLIC WORKS STRM DRN REPAIR	3,358	10,000	152	10,000	
4200 3506	PUBLIC WORKS ENGINEERING	5,664	1,500	2,051	1,500	
4200 3510	PUBLIC WORKS ANIMAL CONTROL	3,936	5,300	1,852	3,000	
	Total Expense	21,729	18,051	4,905	15,896	
					(2,155)	
					-11.94%	
	Total Salaries and Expense	33,079	22,720	24,382	21,015	
					(1,705)	
					-7.50%	

FUND #: 004	GENERAL FUND PLAN & ZONING				
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4230 1000	PLAN & ZONING SALARIES	14,299	19,531	16,109	18,704
4230 1005	PLAN & ZONING OVERTIME	23	-	13	-
4230 1010	PLAN & ZONING FICA	1,035	1,494	1,148	1,431
4230 1013	PLAN & ZONING	2,824	3,795	3,363	3,621
4230 1015	PLAN & ZONING WKRS COMP	1,202	1,603	1,619	1,487
4230 1022	PLAN & ZONING UNFUNDED LIABIL	1,192	2,040	1,433	2,895
4230 1025	PLAN & ZONING MEDICAL INSURAN	4,536	4,088	3,531	3,918
4230 1026	PLAN & ZONING DENTAL INSURANC	379	379	332	379
4230 1027	PLAN & ZONING VISION INSURANC	70	70	61	213
	Total Salaries	25,559	33,000	27,609	32,649
					(351)
					-1.06%
4230 2004	LAN & ZONING PRINT & BIND	51	175	-	100
4230 2005	PLAN & ZONING POSTAGE & SHIP	2	20	-	20
4230 2501	PLAN & ZONING ADVERTISEMENT	1,099	2,000	1,400	2,000
4230 2502	PLAN & ZONING INSURANCE	615	1,300	1,252	1,729
4230 2503	PLAN & ZONING DUES/FEES	53	25	118	25
4230 2504	PLAN & ZONING REG/TUITION	12	60	-	1,000
4230 2523	PLAN & ZONING TELEPHONE	468	400	112	150
4230 2539	PLAN & ZONING INTERNET ACCESS	502	400	121	150
4230 3502	PLAN & ZONING ATTORNEY FEE'S	-	-	8,187	11,000
4230 3504	PLAN & ZONING C/W SERVICE FEE	339	300	304	195
4230 3506	PLAN & ZONING ENGINEERING	38,847	33,000	248,806	50,000
4230 3513	PLAN & ZONING OTHER SERVICES	31,099	52,000	27,533	31,000
4230 3515	PLAN & ZONING COMP SERV AGRMT	533	450	513	625
	Total Expense	73,621	90,130	288,347	97,994
					7,864
					8.7%
	Total Salaries and Expense	99,180	123,130	315,956	130,643
					7,513
					6.10%

FUND #: 006 PUBLIC SAFETY					
Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
3301	INTEREST INCOME	93	160	187	160
3530	PUBLIC SAFETY FUNDS	17,295	17,000	15,099	13,800
3546	MISCELLANEOUS REVENUE	-	-	38	40
Total Revenue		17,388	17,160	15,324	14,000
					(3,160)
					-18.41%
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4130 2010	POLICE RANGE SUPPLIES	-	-	375	-
4132 3011	PUBLIC SAFETY R&M VEHICLE	2,993	-	571	-
4132 3012	PUBLIC SAFETY REPAIR EQUIP	8,322	-	6,574	-
4132 3021	PUBLIC SAFETY ST SWEEPER REPR	-	-	459	-
4132 3513	PUBLIC SAFETY OTHER SERVICES	-	-	324	-
4132 5002	PUBLIC SAFETY EQUIPMENT	2,410	17,000	11,033	10,000
Total Expense		13,725	17,000	19,337	10,000
					(7,000)
					-41.18%
Total Salaries and Expense		13,725	17,000	19,337	10,000
					(7,000)
					-41.18%
Total Net		3,663	160	(4,012)	4,000
					3,840
					2400.00%

FUND #: 008 LAW ENFORCEMENT (COPS)

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
3301	INTEREST INCOME	619	-	1,092	900
3849	COUNTY OF FRESNO AB 3229	139,172	100,000	149,958	100,000
Total Revenue		139,792	100,000	151,050	100,900
					900
					1%
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4133 1000	PUBLIC SAFETY SALARIES	51,389	64,385	52,451	61,264
4133 1005	PUBLIC SAFETY OVERTIME	2,491	2,500	3,276	2,500
4133 1010	PUBLIC SAFETY FICA	4,151	5,186	4,185	4,687
4133 1013	PUBLIC SAFETY PERS	6,140	8,509	6,853	7,991
4133 1015	PUBLIC SAFETY WKRS COMP	4,122	5,051	5,101	4,583
4133 1022	PUBLIC SAFETY UNFUNDED LIABIL	747	-	4	-
4133 1025	PUBLIC SAFETY MEDICAL INSURAN	10,085	9,724	10,380	11,874
4133 1026	PUBLIC SAFETY DENTAL INSURANC	940	1,149	1,005	1,149
4133 1027	PUBLIC SAFETY VISION INSURANC	136	144	378	144
Total Salaries		80,201	96,648	83,632	94,191
					(2,457)
					-2.54%
4133 2016	PUBLIC SAFETY SAFETY EQUIP	2,314	-	-	-
4133 2502	PUBLIC SAFETY INSURANCE	2,511	-	-	5,327
4133 2518	PUBLIC SAFETY STATE LAB USE	510	-	-	-
4133 2543	PUBLIC SAFETY K-9 UNIT	4,270	-	-	-
4133 5002	PUBLIC SAFETY EQUIPMENT	6,834	2,500	2,469	-
4133 5035	PUBLIC SAFETY VEHICLE/EQUIPT	19,112	-	-	-
Total Expense		35,551	2,500	2,469	5,327
					2,827
					113.07%
Total Salaries and Expense		115,753	99,148	86,101	99,517
					369
					0.37%
Total Net		24,039	852	64,950	1,383
					531
					62.27%

FUND #: 012 GAS TAX 2105

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3301	INTEREST INCOME	925	500	1,462	500
3651	GAS TAX (2105)	43,660	45,129	36,492	43,104
3652	GAS TAX (2106)	28,195	26,921	22,374	26,268
3653	GAS TAX (2107)	56,355	59,261	45,369	51,855
3654	GAS TAX (2107.5)	2,000	2,000	2,000	2,000

Total Revenue	131,135	133,811	107,697	123,727
				(10,084)
				-7.54%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
4090 2015	STS & RDS SIGNS, SIGNALS	4,750	3,000	3,622	3,500
4090 2526	STS & RDS ELECTRICITY/GAS	93,171	75,000	72,210	65,000
4090 3001	STS & RDS SMALL TOOLS	265	500	9	200
4090 3012	STS & RDS REPAIR EQUIP	799	1,000	330	800
4090 3018	STS & RDS ST. PAINTING	2,519	2,500	1,177	2,500
4090 3021	STS & RDS ST SWEEPER REPR	-	-	237	-
4090 3022	STS & RDS STS & RD REPAIR	7,937	10,000	4,014	8,000
4090 5002	STS & RDS EQUIPMENT PURCHASE	-	-	-	20,000
4090 5305	STS & RDS STREET IMPROVNT	44,242	-	-	-

Total Expense	153,683	92,000	81,599	100,000
				8,000
				8.70%

Total Salaries and Expense	153,683	92,000	81,599	100,000
				8,000
				8.70%

Total Net	(22,548)	41,811	26,098	23,727
				(18,084)
				-43.25%

FUND #: 013 ROAD MAINTENANCE

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3656	ROAD MAINTENANCE & REHAB ACCT	25,206	134,267	128,574	139,762
3655	LOAN REPAYMENT	-	9,148	-	-
<i>Total Revenue</i>		<u>25,206</u>	<u>143,415</u>	<u>128,574</u>	<u>139,762</u>
					(3,653)
					-2.55%
<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4090 3506	STS & RDS ENGINEERING	2,769	-	1,613	-
4090 4104	STS & RDS CONSTRUCTION	127,505	143,000	94,652	139,762
<i>Total Expense</i>		<u>130,274</u>	<u>143,000</u>	<u>96,265</u>	<u>139,762</u>
					(3,238)
					-2.26%
<i>Total Salaries and Expense</i>		<u>130,274</u>	<u>143,000</u>	<u>96,265</u>	<u>139,762</u>
					(3,238)
					-2.26%
<i>Total Net</i>		<u>(105,069)</u>	<u>415</u>	<u>32,309</u>	<u>-</u>
					(415)
					-100.00%

FUND #: 016 STATE OF CALIFORNIA AVIATION AID

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
3006	AIRPORT PROPERTY TAXES	3,970	4,000	8,747	3,000
3504	AIRPORT HANGER LEASE	3,810	2,160	1,170	1,080
3505	AIRPORT USE OF RUNWAY	16,533	16,800	15,400	16,800
3506	TIE DOWN FEES	40	480	440	480
3850	STATE AID FOR AVIATION	13,333	10,000	10,000	10,000
Total Revenue		37,686	33,440	35,757	31,360
					(2,080)
					-6.22%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4190 1000	AIRPORT SALARIES	5,005	4,573	4,220	6,095
4190 1005	AIRPORT OVERTIME	10	-	5	-
4190 1010	AIRPORT FICA	350	350	351	537
4190 1013	AIRPORT PERS	912	809	750	1,138
4190 1014	AIRPORT ST UNEMPLOYMENT	266	-	-	-
4190 1015	AIRPORT WKRS COMP	632	358	362	474
4190 1022	AIRPORT UNFUNDED LIABILITY	334	478	401	924
4190 1025	AIRPORT MEDICAL INSURANCE	924	750	659	1,116
4190 1026	AIRPORT DENTAL INSURANCE	84	60	50	115
4190 1027	AIRPORT VISION INSURANCE	15	11	9	18
Total Salaries		8,532	7,389	6,808	10,418
					3,029
					40.99%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4190 2017	AIRPORT CHEMICALS	221	940	-	500
4190 2501	AIRPORT ADVERTISEMENT	880	-	-	-
4190 2502	AIRPORT INSURANCE	9,814	12,000	16,547	5,620
4190 2503	AIRPORT DUES/FEES	53	-	22	25
4190 2504	AIRPORT REG/TUITION	-	-	-	-
4190 2523	AIRPORT TELEPHONE	473	475	262	290
4190 2526	AIRPORT ELECTRICITY/GAS	2,950	2,800	2,712	2,300
4190 2533	AIRPORT PROPERTY TAXES	135	150	139	150
4190 2539	AIRPORT INTERNET ACCESS	165	80	30	30
4190 2562	AIRPORT CONTRA PENSION	(3,332)	-	-	-
4190 3010	AIRPORT R&M RUNWAY	1,478	1,000	-	100
4191 3012	WATER OPER PRINT & BINDING	-	-	74	-
4192 3013	WATER OPER POSTAGE & SHIPPING	-	-	15	-
4190 3501	AIRPORT AUDIT FEES	-	-	-	395
4190 3502	AIRPORT ATTORNEY FEE'S	1,862	800	142	150
4190 3504	AIRPORT C/W SERVICE FEE	332	300	295	300
4190 3506	AIRPORT ENGINEERING	7,485	7,500	14,603	7,500
4190 3515	AIRPORT COMP SERVICE AGREEM	622	550	616	130
4190 4104	AIRPORT CONSTRUCTION	-	-	35,231	-
Total Expense		23,137	26,595	70,688	17,490
					(9,105)
					-34.24%

Total Salaries and Expense		31,670	33,984	77,496	27,907
			6,252		(6,077)
					-17.88%
Total Net		6,017	(544)	(41,738)	3,453
			(7,932)		3,997
					-734.71%

FUND #: 025 LTF ARTICLE III					
<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3301	INTEREST INCOME	35	50	67	-
3602	LTF Article III	5,768	6,125	6,125	6,162
	Total Revenue	5,802	6,175	6,192	6,162
					(13)
					-0.21%
<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
4090 3008	STS & RDS S/W, CRBS, BIKE	-	-	-	6,000
4090 3013	REPAIR FACILITIES		6,000	-	-
4090 3506	STS & RDS ENGINEERING	788	-	-	-
	Total Expense	788	6,000	-	6,000
					-
					0.00%
	Total Salaries and Expense	787.80	6,000.00	-	6,000.00
					-
					0.00%
	Total Net	5,014.51	175.00	6,191.91	162.00
					(13)
					-7.43%

FUND #: 028 T.D.A.					
Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3301	INTEREST INCOME	1,759	2,000	3,042	3,370
3601	LTF ARTICLE VIII (STS & RDS)	222,376	276,552	251,188	278,248
	Total Revenue	224,135	278,552	254,230	281,618
					3,066
					1.10%
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4090 1000	STS & RDS SALARIES	56,994	63,077	62,039	59,694
4090 1005	STS & RDS OVERTIME	165	125	293	-
4090 1010	STS & RDS FICA	3,370	4,825	4,868	4,567
4090 1013	STS & RDS	4,794	6,615	5,521	6,858
4090 1015	STS & RDS WKRS COMP	4,411	4,678	4,724	4,512
4090 1022	STS & RDS UNFUNDED LIABIL	5,254	6,588	6,316	8,783
4090 1025	STS & RDS MEDICAL INSURAN	12,363	9,715	9,598	13,214
4090 1026	STS & RDS DENTAL INSURANC	1,250	1,246	1,090	1,246
4090 1027	STS & RDS VISION INSURANC	183	197	160	183
	Total Salaries	88,785	97,066	94,609	99,057
					1,991
					2%
4090 2013	STS & RDS GAS, OIL, LUBE	3,826	3500	2,921	3,000
4090 2014	STS & RDS TIRES, BATT, AC	339	500	95	400
4090 2501	STS & RDS ADVERTISEMENT	1,061	2000	1,230	1,350
4090 2502	STS & RDS INSURANCE	2,602	3793	3,770	5,245
4090 2523	STS & RDS TELEPHONE	81	115	370	370
4090 3008	STS & RDS S/W, CRBS, BIKE	2,572	7000	1,324	30,000
4090 3021	STS & RDS ST SWEEPER REPR	8,815	5000	5,688	-
4090 3506	STS & RDS ENGINEERING	4,215	6000	4,476	4,700
4090 4102	STS & RDS PRELIM. ENG.	5,103	25000	10,818	33,772
4090 4103	STS & RDS CONST. ENG.	17,644	35000	-	30,000
4090 4104	STS & RDS CONSTRUCTION	163,935	31000	21,005	35,000
4090 5305	STS & RDS STREET IMPROVNT	68,065	-	-	-
	Total Expense	278,258	118,908	51,698	143,837
					24,929
					20.96%
	Total Salaries and Expense	367,043	215,974	146,307	242,893
					26,919
					12.46%
	Total Net	(142,909)	62,578	107,923	38,725
					(23,853)
					-38.12%

FUND #: 033 MEASURE C-1

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3301	INTEREST INCOME	744	1,000	1,416	1,570
3601	LTF ARTICLE VIII (STS & RDS)	116,320	129,588	108,495	118,035
Total Revenue		117,064	130,588	109,911	119,605
					(10,983)
					-8.41%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
4090 1000	STS & RDS SALARIES	40,005	48620	43384.23	52,429
4090 1002	STS & RDS WAGES/OTHER	5,892	7301	4192.53	1,854
4090 1005	STS & RDS OVERTIME	212	200	259.75	200
4090 1010	STS & RDS FICA	3,417	4278	3906.93	4,054
4090 1013	STS & RDS	6,120	6778	6051.45	7,179
4090 1015	STS & RDS WKRS COMP	4,018	4101	4141.5	4,163
4090 1022	STS & RDS UNFUNDED LIABIL	3,317	5841	3987.23	8,103
4090 1025	STS & RDS MEDICAL INSURANC	10,284	7026	8040.49	12,491
4090 1026	STS & RDS DENTAL INSURANC	921	941	1022.6	959
4090 1027	STS & RDS VISION INSURANC	48	159	127	159
Total Salaries		74,233	85,245	75,113	91,590
					6,345
					7%

4090 2013	STS & RDS GAS, OIL, LUBE	4,630	4,500	2,247	2,500
4090 2502	STS & RDS INSURANCE	1,816	3,325	3,305	4,839
4090 2503	STS & RDS DUES/FEEES	643	500	2,011	1,650
4090 2523	STS & RDS TELEPHONE	376	400	361	360
4090 3002	STS & RDS RNT/LEASE EQUIP	-	200	-	-
4090 3022	STS & RDS STS & RD REPAIR	13,450	20,000	18,556	15,000
4090 3506	STS & RDS ENGINEERING	2,956	4,000	7,742	3,000
4090 4103	STS & RDS CONST. ENG.	2,630	3,000	705	-
Total Expense		26,500	35,925	34,927	27,349
					(8,576)
					-23.87%

Total Salaries and Expense		100,733	121,170	110,040	118,939
					(2,231)
					-1.84%

Total Net		16,331	9,418	(130)	666
					(8,752)
					-92.93%

FUND #: 034 MEASURE C-2

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3301	INTEREST INCOME	26	50	50	50
3601	LTF ARTICLE VIII (STS & RDS)	3,915	4,536	3,680	4,131
<i>Total Revenue</i>		<i>3,940</i>	<i>4,586</i>	<i>3,730</i>	<i>4,181</i>
					<i>(405)</i>
					<i>-8.83%</i>

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
4090 3506	STS & RDS ENGINEERING	217	4,000	1,370	-
<i>Total Expense</i>		<i>217</i>	<i>4,000</i>	<i>1,370</i>	<i>-</i>
					<i>(4,000)</i>
					<i>-100.00%</i>

<i>Total Salaries and Expense</i>		<i>217</i>	<i>4,000</i>	<i>1,370</i>	<i>-</i>
					<i>(4,000)</i>
					<i>-100.00%</i>

<i>Total Net</i>		<i>3,723</i>	<i>586</i>	<i>2,360</i>	<i>4,181</i>
					<i>3,595</i>
					<i>613.48%</i>

FUND #: 035 MEASURE C-3

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3301	INTEREST INCOME	1,131	2,000	1,658	1,830
3601	LTF ARTICLE VIII (STS & RDS)	135,419	149,756	123,327	135,567
Total Revenue		136,550	151,756	124,985	137,397
					(14,359)
					-9.46%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
4090 3506	STS & RDS ENGINEERING	10,509	-	-	-
4090 4102	STS & RDS PRELIM. ENG.	4,565	-	-	-
4090 4103	STS & RDS CONST. ENG.	17,644	-	-	-
4090 4104	STS & RDS CONSTRUCTION	163,935	107,000	70,731	390,000
4090 5305	STS & RDS STREET IMPROVNT	32,301	42,000	-	-
Total Expense		228,955	149,000	70,731	390,000
					241,000
					161.74%
Total Salaries and Expense		228,955	149,000	70,731	390,000
					241,000
					161.74%
Total Net		(92,405)	2,756	54,254	(252,603)
					(255,359)
					-9265.57%

FUND #: 036 WATER ENTERPRISE					
Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
3301	INTEREST INCOME	11,778	15,000	21,734	15,000
3520	PENALTIES/LATE FEES'	40,879	37,100	33,141	40,000
3546	MISCELLANEOUS REVENUE	8,487	6,000	361	400
3547	WATER SERVICE REVENUE	1,557,786	1,771,700	1,453,013	1,711,958
3548	CONNECTION FEES	50	200	37	-
3550	WATER TURN ON FEE	5,169	4,000	2,543	2,000
3554	BACK FLOW PREVENTION PROGRAM	703	1,600	-	1,000
3576	WATER SERVICE - FIRE HYDRANT	2,814	4,000	710	3,000
3603	SURPLUS EQUIPMENT / VEHICLES	133	-	-	-
3604	RATE STABILIZATION	83,333	150,000	-	150,000
Total Revenue		1,711,131	1,989,600	1,511,540	1,923,358 (66,242) -3.33%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4012 1000	WATER OPER SALARIES	275,242	302,371	253,664	266,924
4012 1002	WATER OPER WAGES/OTHER	16,109	19,170	14,045	16,074
4012 1005	WATER OPER OVERTIME	5,915	6,000	4,712	5,000
4012 1010	WATER OPER FICA	22,849	24,600	24,321	21,432
4012 1013	WATER OPER PERS	42,809	43,700	38,038	39,508
4012 1014	WATER OPER ST UNEMPLOYMENT	1,950	2,000	-	4,000
4012 1015	WATER OPER WKRS COMP	30,598	24,101	24,339	20,863
4012 1016	WATER OPER UNIFORM EXPENSE	2,819	3,000	1,975	1,595
4012 1022	WATER OPER UNFUNDED LIABILITY	25,310	33,585	29,910	40,615
4012 1025	WATER OPER MEDICAL INSURANCE	60,548	44,434	40,376	46,493
4012 1026	WATER OPER DENTAL INSURANCE	5,381	6,151	5,584	5,364
4012 1027	WATER OPER VISION INSURANCE	1,037	965	867	788
4012 1028	WATER OPER MEDICAL RETIREE	2,101	3,300	4,033	5,148
4012 1031	WATER OPER COUNCIL INSURANCE	-	-	11,102	9,264
Total Salaries		492,669	513,377	452,968	483,068 (30,309) -5.90%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4012 2001	WATER OPER OFFICE SUPPLIES	4,006	3,600	4,817	4,000
4012 2004	WATER OPER PRINT & BINDING	11	100	-	100
4012 2005	WATER OPER POSTAGE & SHIPPING	5,947	5,500	4,799	5,000
4012 2006	WATER OPER MEDICAL SUPPLY	230	100	415	400
4012 2008	WATER OPER JANITORIAL SUPPLY	1,163	1,000	983	1,000
4012 2009	WATER OPER OPERATIONAL	8,867	4,250	3,087	3,300
4012 2011	WATER OPER PROTECT CLOTHING	640	700	669	700
4012 2013	WATER OPER GAS, OIL, LUBE	9,815	9,600	9,950	9,600
4012 2014	WATER OPER TIRES, BATT, AC	1,991	1,500	2,785	3,000
4012 2015	WATER OPER SIGNS, SIGNALS	-	100	-	100
4012 2016	WATER OPER SAFETY EQUIPMENT	19	400	444	400
4012 2017	WATER OPER CHEMICALS	34,656	34,000	29,149	30,000
4012 2501	WATER OPER ADVERTISEMENT	1,814	1,000	608	700
4012 2502	WATER OPER INSURANCE	21,379	19,542	20,495	24,252
4012 2503	WATER OPER DUES/FEES	28,134	21,000	20,220	21,000
4012 2504	WATER OPER REG/TUITION	312	350	718	800
4012 2505	WATER OPER TRANS & TRAVEL	455	600	399	500
4012 2506	WATER OPER MEETING EXP	4,252	200	318	300
4012 2519	WATER OPER TAX ON WELLS	1,969	2,000	1,977	2,000
4012 2523	WATER OPER TELEPHONE	5,826	2,500	2,620	2,700
4012 2526	WATER OPER ELECTRICITY/GAS	317,726	300,000	268,075	166,000
4012 2533	WATER OPER PROPERTY TAXES	122	150	139	150
4012 2536	WATER OPER ENVIR. MANDATES	1,492	1,500	2,292	1,500
4012 2539	WATER OPER INTERNET ACCESS	3,749	2,500	2,848	3,200
4012 3001	WATER OPER SMALL TOOLS	1,433	1,000	2,041	1,000
4012 3002	WATER OPER RNT/LEASE EQUIPMENT	1,679	1,500	2,591	2,000
4012 3007	WATER OPER INSTALL WATR MT	20,713	15,000	20,543	15,000
4012 3011	WATER OPER R&M VEHICLE	4,946	2,500	3,852	3,000
4012 3012	WATER OPER REPAIR EQUIPMENT	52,983	35,000	50,295	45,000
4012 3013	WATER OPER REPAIR FACILTS	50,038	20,000	5,350	8,000
4012 3020	WATER OPER WATER LINE REPR	13,194	10,000	13,955	40,000
4012 3501	WATER OPER AUDIT FEES	12,339	15,000	14,500	12,640
4012 3502	WATER OPER ATTORNEY FEE'S	19,775	25,700	14,384	19,300
4012 3504	WATER OPER C/W SERVICE FEE	3,203	3,250	2,861	3,250
4012 3506	WATER OPER ENGINEERING	19,987	20,000	2,164	18,000
4012 3511	WATER OPER LAB ANALYSIS	15,113	15,000	12,083	15,000
4012 3513	WATER OPER OTHER SERVICES	15,579	10,000	10,980	10,000
4012 3514	WATER OPER SERVICE AGRMNTS	-	-	-	-
4012 3515	WATER OPER COMP SERVICE AGREEMENT	3,031	2,500	2,961	3,000
4012 3518	WATER OPER PEST CONTROL	243	250	347	400
4012 3521	WATER OPER TRUSTEE FEE	1,248	2,400	1,750	2,000
4012 3559	WATER OPER CREDIT CARD FEE	-	-	-	-
4012 5002	WATER OPER EQUIPMENT	15,487	-	213	-
4012 5004	WATER OPER SOFTWARE	-	-	-	-

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4012 5005	WATER OPER SOFTWARE	-	-	-	2,000
4012 5035	WATER OPER VEHICLE/EQUIPMENTT	-	-	-	-
4012 5999	WATER OPER DEPRECIATION	459,549	430,000	-	480,000
4012 6044	WATER OPER SOLAR INTEREST	-	-	-	83,157
4012 6045	WATER OPER SOLAR PRINCIPLE	-	-	-	51,363
Total Expense		1,165,114	1,021,292	538,673	1,094,812
			(192,955)		73,520
			-15.89%		7.20%
4012 6020	WATER OPER BOND ISSUANCE	84,359	-	-	-
4012 6031	WATER OPER PRINCIPLE WATER BOND	22,612	82,444	82,444	82,222
4012 6032	WATER OPER INTEREST WATER BOND	49,148	44,195	44,194	41,022
4012 6040	WATER OPER 16A WATER INTEREST	103,777	122,188	61,094	119,788
4012 6041	WATER OPER 16A WATER PRINCIPLE	-	80,000	-	85,000
		259,897	328,827	187,732	328,032
			2.69	2.77	2.52
Total Salaries and Expense		1,917,680	1,863,496	1,179,373	1,905,911
			151,695		42,415
			8.86%		2.28%
Total Net		(206,549)	126,104	332,167	17,447
			165,499		(108,657)
			-420.10%		-86.16%

FUND #: 037 WATER CAPITAL ENTERPRISE

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3301	INTEREST INCOME	-	-	-	-
3548	CONNECTION FEES	4,667	2,000	1,000	2,000
Total Revenue		4,667	2,000	1,000	2,000
			(8,000)		-
			0.00%		0.00%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4012 3020	WATER OPER WATER LINE REPR	24,777	-	-	-
4012 3506	WATER OPER ENGINEERING	31,471	30,000	-	-
4012 5305	WATER OPER STREET IMPROVEMENT	22,927	-	-	-
Total Expense		79,175	30,000	-	-
			30,000		(30,000)
			0%		-100%
Total Salaries and Expense		79,175	30,000	-	-
			30,000		(30,000)
			0.00%		-100.00%
Total Net		(74,508)	(28,000)	1,000	2,000
			(38,000)		30,000
			-380.00%		-107.14%

FUND #: 040 SEWER ENTERPRISE					
Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3301	INTEREST INCOME	9,507	10,000	17,614	10,000
3542	LEASE OF CITY PROPERTY	1,583	2,000	-	2,000
3546	MISCELLANEOUS REVENUE	(149)	500	871	500
3551	TOMA-TEK SERVICE & REPAIR	97,049	95,000	115,512	95,000
3552	SEWER SERVICE REVENUE	1,447,654	1,500,000	1,249,925	1,520,000
3553	WASTE DISCHARGE FEES	4,605	5,000	16,210	18,000
3570	BAD DEBTS	-	-	(2,909)	-
Total Revenue		1,560,248	1,612,500	1,397,223	1,645,500
					33,000
					2.05%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4013 1000	SEWER SALARIES	269,283	297,088	250,450	304,569
4013 1002	SEWER WAGES/OTHER	16,626	19,170	14,045	18,349
4013 1005	SEWER OVERTIME	8,159	5,000	2,655	4,000
4013 1010	SEWER FICA	22,223	24,194	23,896	24,393
4013 1013	SEWER PERS	41,701	43,053	37,409	45,724
4013 1014	SEWER ST UNEMPLOYMENT	1,950	1,000	-	4,000
4013 1015	SEWER WKRS COMP	30,815	23,679	23,913	23,843
4013 1016	SEWER UNIFORM EXPENSE	2,808	3,000	1,801	1,592
4013 1021	SEWER TOMA-TEK WAGES	11,421	15,000	14,799	15,000
4013 1022	SEWER UNFUNDED LIABILITY	24,790	33,033	29,285	46,415
4013 1025	SEWER MEDICAL INSURANCE	59,593	43,167	39,264	53,321
4013 1026	SEWER DENTAL INSURANCE	5,305	6,030	5,479	5,973
4013 1027	SEWER VISION INSURANCE	1,017	942	847	889
4013 1028	SEWER MEDICAL RETIREE	2,095	3,300	4,036	5,148
4013 1031	SEWER COUNCIL INSURANCE	-	-	11,146	9,264
Total Salaries		497,784	517,656	459,025	562,480
					44,824
					9%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4013 2001	SEWER OFFICE SUPPLIES	4,017	3,500	4,825	4,000
4013 2005	SEWER POSTAGE & SHIPPING	5,571	5,500	4,799	4,600
4013 2006	SEWER MEDICAL SUPPLY	194	100	23	200
4013 2008	SEWER JANITORIAL SUPPLY	1,659	1,600	728	1,000
4013 2009	SEWER OPERATIONAL	1,201	1,000	709	1,000
4013 2011	SEWER PROTECT CLOTHING	1,434	1,800	2,442	3,000
4013 2013	SEWER GAS, OIL, LUBE	9,878	10,000	10,821	10,500
4013 2014	SEWER TIRES, BATT, AC	4,597	1,300	3,471	3,600
4013 2016	SEWER SAFETY EQUIPMENT	128	250	1,890	250
4013 2017	SEWER CHEMICALS	13,617	15,000	3,175	5,000
4013 2501	SEWER ADVERTISEMENT	1,071	1,000	608	700
4013 2502	SEWER INSURANCE	24,564	25,000	25,920	27,715
4013 2503	SEWER DUES/FEES	35,966	45,000	41,761	45,000
4013 2504	SEWER REG/TUITION	236	350	624	700
4013 2505	SEWER TRANS & TRAVEL	405	550	399	450
4013 2506	SEWER MEETING EXP	252	200	280	200
4013 2523	SEWER TELEPHONE	4,527	4,000	2,339	2,500
4013 2526	SEWER ELECTRICITY/GAS	132,085	130,000	100,767	100,000
4013 2533	SEWER PROPERTY TAXES	272	300	277	300
4013 2536	SEWER ENVIR. MANDATES	733	800	1,651	750
4013 2539	SEWER INTERNET ACCESS	3,184	2,000	697	750
4013 3001	SEWER SMALL TOOLS	697	1,000	207	800
4013 3002	SEWER RNT/LEASE EQUIPMENT	1,691	1,400	2,050	2,000
4013 3011	SEWER R&M VEHICLE	4,539	3,000	3,223	3,500
4013 3012	SEWER REPAIR EQUIPMENT	38,373	32,000	17,121	32,000
4013 3013	SEWER REPAIR FACILTS	19,128	8,000	5,816	6,000
4013 3015	SEWER TOMATEK SYS/RPR	66,289	90,000	30,497	95,000
4013 3027	SEWER SEWER LINE RPR	1,430	1,000	1,403	1,500
4013 3501	SEWER AUDIT FEES	12,339	15,000	14,500	12,640
4013 3502	SEWER ATTORNEY FEE'S	23,634	23,000	11,783	16,150
4013 3504	SEWER C/W SERVICE FEE	3,203	2,800	2,861	3,250
4013 3506	SEWER ENGINEERING	8,583	8,500	1,571	5,000
4013 3511	SEWER LAB ANALYSIS	18,140	15,000	13,931	11,500
4013 3513	SEWER OTHER SERVICES	18,502	40,000	13,180	18,000
4013 3515	SEWER COMP SERVICE AGREEMENT	3,214	3,000	3,363	3,840
4013 3518	SEWER PEST CONTROL	532	530	721	800
4013 3521	SEWER TRUSTEE FEE	1,248	2,000	1,750	2,000
4013 5002	SEWER EQUIPMENT	18,352	1,000	213	-
4014 5005	SEWER COMPUTER	-	-	-	2,000
4013 5035	SEWER VEHICLE/EQUIPMENTT	467	-	-	25,000
4013 5999	SEWER DEPRECIATION	239,856	225,000	-	225,000
4013 6044	SEWER SOLAR INTEREST	-	-	-	51,698

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4013 6045	SEWER SOLAR PRINCIPLE	-	-	-	31,932
	Total Expense	725,807	721,480	332,393	761,825
					40,345
					5.59%
4013 6020	SEWER BOND ISSUANCE				
4013 6042	SEWER 16A SEWER INTER	133,854	107,863	107,163	105,338
4013 6043	SEWER 16A SEWER PRINC	-	70,000	70,000	75,000
		133,854	177,863	177,163	180,338
				3.42	3.03
	Total Salaries and Expense	1,357,445	1,416,999	968,580	1,504,643
					87,644
					6.19%
	Total Net	202,804	195,502	428,643	140,857
					(54,644)
					-27.95%

FUND #: 041 SEWER CAPITAL ENTERPRISE

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3301	INTEREST INCOME	-	-	-	-
3548	CONNECTION FEES	1,667	2,000	1,000	1,000
Total Revenue		1,667	2,000	1,000	1,000
			1,000		(1,000)
			0.00%		0.00%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4013 2013	SEWER GAS, OIL, LUBE	-	-	-	-
4013 3023	SEWER FLOOD CONTROL	-	-	-	-
4013 3027	SEWER SEWER LINE REPAIR	-	-	-	-
4013 3506	SEWER ENGINEERING	496	-	-	-
4013 5003	SEWER EQUIPMENT, PURCHASE	-	-	-	-
4013 5305	SEWER STREET IMPROVEMENT	34,390	-	-	-
4013 5329	SEWER SEWER LINE REPAIR	293,733	-	-	-
Total Expense		328,620	-	-	-
			(328,620)		-
			0.00%		0.00%

Total Salaries and Expense		328,620	-	-	-
			(656,743)		-
			-100.00%		#DIV/0!

Total Net		(326,953)	2,000	1,000	1,000
			(654,743)		(1,000)
			-99.70%		-50.00%

FUND #: 043 LIGHT& LANDSCAPE DISTRICT

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3301	INTEREST INCOME	304	475	540	475
3803	ASSESSMENTS RECEIVED	43,455	49,000	35,716	40,000
Total Revenue		43,759	49,475	36,256	40,475
					(9,000)
					-18.19%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4014 1000	LANDSCAPE DIST SALARIES	16,135	15,816	21,115	25,523
4014 1005	LANDSCAPE DIST OVERTIME	18	-	38	-
4014 1010	LANDSCAPE DIST FICA	538	1,210	1,177	1,953
4014 1013	LANDSCAPE DIST PERS	1,036	2,009	1,707	3,105
4014 1015	LANDSCAPE DIST WKRS COMP	1,255	1,182	1,194	1,951
4014 1016	LANDSCAPE DIST UNIFORM				156
4014 1022	LANDSCAPE DIST UNFUNDED LIABILITY	1,154	1,652	1,388	3,799
4014 1025	LANDSCAPE DIST MEDICAL INSURANCE	2,903	2,253	2,296	5,906
4014 1026	LANDSCAPE DIST DENTAL INSURANCE	322	322	282	534
4014 1027	LANDSCAPE DIST VISION INSURANCE	41	43	36	70
Total Salaries		23,401	24,487	29,233	42,997
					18,510
					76%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4014 2008	LANDSCAPE DIST JANITORIAL SUPPLY	17	25	-	100
4014 2013	LANDSCAPE DIST GAS, OIL, LUBE	192	60	524	550
4014 2017	LANDSCAPE DIST CHEMICALS	993	1,000	767	1,000
4014 2502	LANDSCAPE DIST INSURANCE	601	959	953	2,268
4014 2523	LANDSCAPE DIST TELEPHONE	97	100	223	220
4014 2526	LANDSCAPE DIST ELECTRICITY/GAS	865	1,200	1,504	1,500
4014 3012	LANDSCAPE DIST REPAIR EQUIPMENT	-	-	1,695	1,500
4014 3013	LANDSCAPE DIST REPAIR FACILTS	2,834	1,500	1,524	2,000
4014 3501	LANDSCAPE DIST AUDIT FEES	-	-	-	395
4014 3502	LANDSCAPE DIST ATTORNEY FEE'S	1,357	2,100	792	1,000
4014 3506	LANDSCAPE DIST ENGINEERING	2,379	2,500	375	2,500
4014 5002	LANDSCAPE DIST EQUIPMENT	25,371	35,000	38,320	-
Total Expense		34,706	44,444	46,678	13,033
					(31,411)
					-70.68%

Total Salaries and Expense		58,107	68,931	75,911	56,030
					(12,901)
					-18.72%
Total Net		(14,349)	(19,456)	(39,654)	(15,555)
					3,901
					-20.05%

FUND #: 061 F/B HARVEST FESTIVAL

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
3301	INTEREST INCOME	758	930	-	930
3546	MISCELLANEOUS REVENUE	1,002	1,000	300	1,000
3557	PARADE ENRTY FEES	-	-	325	-
3559	CARNIVAL PRESALE OF TICKETS	89,535	92,500	96,493	92,500
3563	BEER BOOTH REVENUE	20,185	21,000	21,276	21,000
3565	FOOD BOOTH REVENUE	9,290	7,000	8,024	7,000
3566	COMMERCIAL BOOTH REVENUE	4,600	3,000	3,930	3,000
3567	COMMUNITY DONATIONS	9,957	5,000	10,768	5,000
Total Revenue		135,327	130,430	141,116	130,430
					0.00%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4081 1000	SPECIAL EVENTS SALARIES	1,557	3,000	8,478	8,500
4081 1004	SPECIAL EVENTS RESERVE WAGES	2,129	2,700	200	200
4081 1005	SPECIAL EVENTS OVERTIME	10,465	12,000	12,995	13,000
4081 1010	SPECIAL EVENTS FICA	163	1,375	143	150
4081 1013	SPECIAL EVENTS PERS RETIREMENT	175	185	-	-
4081 1015	SPECIAL EVENTS WRKS COMP	-	373	377	400
Total Salaries		14,489	19,633	22,194	22,250
					2,617
					13.33%

4081 2005	SPECIAL EVENTS POSTAGE & SHIP	50	235	-	235
4081 2501	SPECIAL EVENTS ADVERTISEMENT	1,505	3,200	1,398	1,500
4081 2502	SPECIAL EVENTS INSURANCE	-	302	300	302
4081 2526	SPECIAL EVENTS ELECTRICITY/GAS	1,240	1,000	1,335	1,000
4081 2532	SPECIAL EVENTS MISCELLANEOUS	1,606	1,000	70	500
4081 3513	SPECIAL EVENTS OTHER SERVICES	27	250	384	250
4081 3533	SPECIAL EVENTS PRGM COST	921	1,000	677	700
4081 3549	SPECIAL EVENTS COMM.BEER BOOTH	3,923	4,000	4,015	4,000
4081 3550	SPECIAL EVENTS BEER PURCHASE	4,515	4,900	5,217	4,900
4081 3554	SPECIAL EVENTS SECURITY SERV.	3,113	3,500	-	3,500
4081 3555	SPECIAL EVENTS DISPOSAL SERV.	2,217	4,500	-	4,500
4081 3556	SPECIAL EVENTS SETUP/CLEANUP	3,152	3,700	4,409	3,700
4081 3557	SPECIAL EVENTS ENTERTAINMENT	18,261	20,000	17,505	20,000
4081 3558	SPECIAL EVENTS CARNICOMMTICSAL	50,522	53,000	59,810	53,000
4081 4019	SPECIAL EVENTS CHRISTMAS FEST.	9,431	10,000	14,940	10,000
Total Expense		100,480	110,587	110,060	108,087
					(2,500)
					-2.26%

Total Salaries and Expense		114,969	130,220	132,254	130,337
					117
					0.09%
Total Net		20,357	210	8,863	93
					(117)
					-55.71%

FUND #: 067 AB2928 GAS TAX

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3546	MISCELLANEOUS REVENUE	6,216		-	-
3650	GAS TAX (HUTA 2103)	30,320	69,185	52,594	68,709
	Total Revenue	36,536	69,185	52,594	68,709
					(476)
					-0.69%
<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
4090 1000	STS & RDS SALARIES	14,912	12,510	10,042	12,775
4090 1005	STS & RDS OVERTIME	57	100	39	100
4090 1010	STS & RDS FICA	1,243	960	1,069	977
4090 1013	STS & RDS PERS RETIREMENT	2,334	1,755	1,544	1,825
4090 1015	STS & RDS WKRS COMP	1,757	929	938	965
4090 1022	STS & RDS UNFUNDED LIABIL	1,638	1,307	1,969	1,878
4090 1025	STS & RDS MEDICAL INSURAN	2,348	2,088	1,901	2,517
4090 1026	STS & RDS DENTAL INSURANC	207	207	181	207
4090 1027	STS & RDS VISION INSURANC	34	35	29	34
	Total Salaries	24,529	19,891	17,712	21,278
					1,387
					7%
4090 2502	STS & RDS INSURANCE	1,011	753	748	1,121
4090 2523	STS & RDS TELEPHONE	266	250	358	-
	Total Expense	1,277	1,003	1,107	1,121
					118
					11.79%
	Total Salaries and Expense	25,806	20,894	18,819	22,399
					1,505
					7.20%
	Total Net	10,730	48,291	33,775	46,310
					(1,981)
					-4.10%

FUND #:078 HIGHWAY 33
Revenue Description
 3801 GRANT INCOME

	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
<i>Total Revenue</i>	-	-	-	1,768,349
				1,768,349
				1,768,349
				0.00%

Expense Description
 4090 4102 WATER PRELIMINARY ENGINEERING

	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
<i>Total Expense</i>	-	-	-	1,768,349
				1,768,349
				0.00%

<i>Total Salaries and Expense</i>	-	-	-	1,768,349
				1,768,349
				0.00%

<i>Total Net</i>	-	-	-	-
				-
				0.00%

FUND #: 080 SOLID WASTE

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3301	INTEREST INCOME	2,607	3,500	4,763	3,500
3546	MISCELLANEOUS REVENUE	42	150	-	-
3555	SOLID WASTE SERVICE REVENUE	392,904	403,000	335,430	400,000
3575	STREET SWEEPING FEE	35,210	29,340	24,219	27,810
Total Revenue		430,763	435,990	364,412	431,310
					(4,680)
					-1.07%

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4100 1000	ADMINISTRATION SALARIES	32,342	26,828	23,036	35,392
4100 1005	ADMINISTRATION OVERTIME	287	-	63	-
4100 1010	ADMINISTRATION FICA	2,451	2,052	2,145	2,541
4100 1013	ADMINISTRATION PERS	5,860	4,053	3,632	5,310
4100 1014	ADMINISTRATION ST UNEMPLOYMENT	515	-	2,088	-
4100 1022	ADMINISTRATION UNFUNDED LIABILITY	2,718	2,802	-	5,089
4100 1025	ADMINISTRATION MEDICAL INSURANCE	5,237	4,251	4,357	5,653
4100 1026	ADMINISTRATION DENTAL INSURANCE	605	600	513	678
4100 1027	ADMINISTRATION VISION INSURANCE	93	100	83	112
4100 1028	ADMINISTRATION MEDICAL RETIREE	473	300	842	1,100
Total Salaries		53,373	43,054	40,027	58,489
					15,435
					36%

4100 2001	ADMINISTRATION OFFICE SUPPLIES	2,486	1,800	3,009	2,000
4100 2005	ADMINISTRATION POSTAGE & SHIPPING	4,034	4,000	4,141	4,000
4100 2008	ADMINISTRATION JANITORIAL SUPPLY	347	300	22	100
4100 2501	ADMINISTRATION ADVERTISEMENT	-	-	240	-
4100 2502	ADMINISTRATION INSURANCE	1,452	1,677	1,667	3,038
4100 2503	ADMINISTRATION DUES/FEES	403	550	606	500
4100 2506	ADMINISTRATION MEETING EXP	44	40	-	-
4100 2523	ADMINISTRATION TELEPHONE	501	400	91	150
4100 2526	ADMINISTRATION ELECTRICITY/GAS	2,854	2,500	1,950	2,200
4100 2533	ADMINISTRATION PROPERTY TAXES	7	15	-	15
4100 2539	ADMINISTRATION INTERNET ACCESS	569	400	106	110
4100 3002	ADMINISTRATION RNT/LEASE EQUIPMENT	1,665	1,200	1,516	1,500
4100 3012	ADMINISTRATION REPAIR EQUIPMENT	113	400	213	240
4100 3013	ADMINISTRATION REPAIR FACILTS	-	-	86	-
4100 3501	ADMINISTRATION AUDIT FEES	-	-	-	395
4100 3504	ADMINISTRATION C/W SERVICE FEE	3,204	3,000	2,862	3,250
4100 3513	ADMINISTRATION OTHER SERVICES	343,324	342,550	285,329	340,000
4100 3515	ADMINISTRATION COMP SERVICE AGREEMENT	2,937	2,500	2,528	2,500
Total Expense		363,940	361,332	304,365	359,998
					(1,334)
					-0.37%

Total Salaries and Expense		417,314	404,386	344,391	418,487
					14,101
					3.49%

Total Net		13,450	31,604	20,021	12,823
					(18,781)
					-59.43%

FUND #: 086 COMMUNITY CENTER

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
3568	FACILITIES RENTAL	34,191	35,000	24,475	20,000
Total Revenue		34,191	35,000	24,475	20,000
					(15,000)
					-42.86%
Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Proposed FY 2020-2021
4100 1000	ADMINISTRATION SALARIES	3,434	5,185	4,611	3,812
4100 1002	ADMINISTRATION WAGES/OTHER	6,025	6,939	6,009	8,500
4100 1005	ADMINISTRATION OVERTIME	27	-	84	-
4100 1010	ADMINISTRATION FICA	667	927	735	942
4100 1013	ADMINISTRATION	1,223	1,448	1,175	1,455
4100 1014	ADMINISTRATION ST UNEMPLOYMENT	284	-	-	-
4100 1015	ADMINISTRATION WKRS COMP	896	943	952	961
4100 1016	ADMINISTRATION UNIFORMS	-	-	-	61
4100 1022	ADMINISTRATION UNFUNDED LIABIL	750	1,266	902	1,872
4100 1025	ADMINISTRATION MEDICAL INSURAN	3,073	2,404	2,356	3,191
4100 1026	ADMINISTRATION DENTAL INSURANC	331	322	281	322
4100 1027	ADMINISTRATION VISION INSURANC	59	45	48	55
Total Salaries		16,770	19,479	17,155	21,170
					1,691
					8.68%
4100 2001	ADMINISTRATION OFFICE SUPPLIES	12	-	71	-
4100 2008	ADMINISTRATION JANITORIAL SUPP	2,814	3,500	3,507	2,000
4100 2502	ADMINISTRATION INSURANCE	393	765	760	1,118
4100 2523	ADMINISTRATION TELEPHONE	373	320	172	190
4100 2526	ADMINISTRATION ELECTRICITY/GAS	5,651	4,000	7,382	4,000
4100 2533	ADMINISTRATION PROPERTY TAXES	45	65	46	65
4100 2539	ADMINISTRATION INTERNET ACCESS	146	90	23	26
4100 2564	ADMINISTRATION ALARM SERVICE	-	-	-	780
4100 3013	ADMINISTRATION REPAIR FACILTS	4,138	2,000	3,731	3,000
4100 3513	ADMINISTRATION OTHER SERVICES	130	-	216	10,000
4100 3518	ADMINISTRATION PEST CONTROL	509	500	377	450
4100 5329	ADMINISTRATION SEWER LINE RPR	3,333	-	-	-
Total Expense		17,544	11,240	16,286	21,628
					10,388
					92.42%
Total Salaries and Expense		34,314	30,719	33,441	42,798
					12,079
					39.32%
Total Net		(123)	4,281	(8,966)	(22,798)
					(27,079)
					-632.54%

FUND #: 124 17-CDBG-12016-Sewer and VFW

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3801	GRANT INCOME		4,982,000	202,397	4,698,421
Total Revenue		-	4,982,000	202,397	4,698,421
					(283,579)
					-5.69%
<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4016 2501	CDBG - PROJECTS ADVERTISEMENT		-	1,750	
4016 3506	CDBG - PROJECTS ENGINEERING		-	14,824	
4016 3513	CDBG - PROJECTS OTHER SERVICES		330,837	226,275	50,588
4016 4102	CDBG - PROJECTS PRELIM ENG		-	37,400	
4016 5304	CDBG - PROJECTS VFW REMODEL		2,164,200	3,330	2,160,870
4016 5329	CDBG - PROJECTS SEWER LINE REPAIR	-	2,486,963	-	2,486,963
Total Expense		-	4,982,000	283,579	4,698,421
					(283,579)
					-5.69%
Total Salaries and Expense		-	4,982,000	283,579	4,698,421
					(283,579)
					-5.69%
Total Net		-	-	(81,182)	0
					0
					0.00%

FUND #: 127 CML-5224-(023) - Pedestrian Walkway

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3801	GRANT INCOME		73,150	-	67,817
	<i>Total Revenue</i>	-	73,150	-	67,817
					(5,333)
					-7.29%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4092 4102	BICYCLE/PEDESTRIAN PATHWAY - PRELIM	-	73,150	5,333	67,817
	<i>Total Expense</i>	-	73,150	5,333	67,817
					(5,333)
					-7.29%
	<i>Total Salaries and Expense</i>	-	73,150	5,333	67,817
					(5,333)
					-7.29%
	<i>Total Net</i>	-	-	(5,333)	-
					0.00%

FUND #: 128 STPL-5224-(024) - 8th Street from P Street to HWY33

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3801	GRANT INCOME		39,555	-	32,509
	<i>Total Revenue</i>	-	39,555	-	32,509
					(7,046)
					-17.81%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4092 4102	BICYCLE/PEDESTRIAN PATHWAY - PRELIM	-	39,555	7,046	32,509
	<i>Total Expense</i>	-	39,555	7,046	32,509
					(7,046)
					-17.81%
	<i>Total Salaries and Expense</i>	-	39,555	7,046	32,509
					(7,046)
					-17.81%
	<i>Total Net</i>	-	-	(7,046)	-
					0.00%

FUND #: 129 C-06-8124-210 WASTEWATER TREATMENT PLANT IMPROVEME.

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3801	GRANT INCOME		6,858,000	58,269	6,731,794
	<i>Total Revenue</i>	-	6,858,000	58,269	6,731,794
					(126,206)
					-1.84%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4013 5340	SEWER WASTE WATER TREATMENT PLANT	-	6,858,000	126,206	6,731,794
	<i>Total Expense</i>	-	6,858,000	126,206	6,731,794
					(126,206)
					-1.84%
	<i>Total Salaries and Expense</i>	-	6,858,000	126,206	6,731,794
					(126,206)
					-1.84%
	<i>Total Net</i>	-	-	(67,937)	-
					0.00%

FUND #:131 18-CDBG-12895 - WATERLINE REPLACEMENT

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3801	GRANT INCOME	-	-	-	2,350,000
<i>Total Revenue</i>		-	-	-	2,350,000
					2,350,000
					0.00%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4012 4102	WATER PRELIMINARY ENGINEERING	-	-	-	163,953
4012 4103	WATER CONSTRUCTION ENGINEERING	-	-	-	14,672
4012 4104	WATER CONSTRUCTION	-	-	-	2,171,375
<i>Total Expense</i>		-	-	-	2,350,000
					-
					0.00%
<i>Total Salaries and Expense</i>		-	-	-	2,350,000
					2,350,000
					0.00%
<i>Total Net</i>		-	-	-	-
					-
					0.00%

FUND #:132 MULTI-BENEFIT FLOOD MANAGEMENT PROJECT

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3801	GRANT INCOME		-	41,720	349,849
	<i>Total Revenue</i>	-	-	41,720	349,849
					0.00%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4100 3506	ADMINISTRATION ENGINEERING	-	-	57,940	349,849
	<i>Total Expense</i>	-	-	57,940	349,849
					0.00%
	<i>Total Salaries and Expense</i>	-	-	57,940	349,849
					0.00%
	<i>Total Net</i>	-	-	(16,219)	-
					0.00%

FUND #:133 CARES ACT AIRPORT - 03-06-0346-008-2020

<u>Revenue</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Budget Fiscal Yr 2020</u>	<u>Actual Fiscal Yr 2020</u>	<u>Approved FY 2020-2021</u>
3801	GRANT INCOME		-	-	20,000
<i>Total Revenue</i>		-	-	-	20,000
					20,000
					0.00%

<u>Expense</u>	<u>Description</u>	<u>3YR AVERAGE</u>	<u>Proposed FY 2019-2020</u>	<u>Actual Fiscal Yr 2019</u>	<u>Proposed FY 2019-2020</u>
4190 3506	WATER PRELIMINARY ENGINEERING	-	-	-	20,000
<i>Total Expense</i>		-	-	-	20,000
					20,000
					0.00%
<i>Total Salaries and Expense</i>		-	-	-	20,000
					20,000
					0.00%
<i>Total Net</i>		-	-	-	-
					-

FUND #: 134 TOBACCO GRANT FIREBAUGH LAS-DELTAS SCHOOL

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4130 1000	POLICE SALARIES				50,010
4130 1010	POLICE FICA				3,895
4130 1013	POLICE PERS				6,641
4130 1016	POLICE UNIFORM EXPENSE				900
4130 1025	POLICE MEDICAL INSURAN				3,600
4130 1026	POLICE DENTAL INSURANC				1,149
4130 1027	POLICE VISION INSURANC				82
	<i>Total Salaries</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66,276</u>
4130 3509	POLICE OTHER COST				3,627
	<i>Total Expense</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,627</u>
	<i>Total Salaries and Expense</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>69,903</u>
					69,903

FUND #: 004 GENERAL FUND ADMINISTRATION

Revenue	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
3301	INTEREST INCOME	-	-	3,895	-
3610	OTHER AGENCIES	-	-	173,330	569,855
				177,225	569,855

Expense	Description	3YR AVERAGE	Budget Fiscal Yr 2020	Actual Fiscal Yr 2020	Approved FY 2020-2021
4256 1000	SUCCESSOR AGENC SALARIES			21,551	24,571
4256 1010	SUCCESSOR AGENC FICA			1,513	1,880
4256 1013	SUCCESSOR AGENC PERS			4,238	4,757
4256 1025	SUCCESSOR AGENC MEDICAL INSURAN			2,453	2,996
4256 1026	SUCCESSOR AGENC DENTAL INSURANC			201	230
4256 1027	SUCCESSOR AGENC VISION INSURANC	-	-	35	2,187
	<i>Total Salaries</i>	-	-	29,991	36,621

4256 2533	SUCCESSOR AGENC PROPERTY TAXES			46	-
4256 3502	SUCCESSOR AGENC ATTORNEY FEE'S			1,576	1,600
4256 3513	SUCCESSOR AGENC OTHER SERVICES			22,349	31,663
4256 6023	SUCCESSOR AGENC 2014 SERIES A			78,402	156,804
4256 6025	SUCCESSOR AGENC 2014 SERIES B			61,788	102,583
4256 6026	SUCCESSOR AGENC 2014 SERIES B	-	-	226,749	240,468
	<i>Total Expense</i>			390,909	533,118

<i>Total Salaries and Expense</i>	-	-	420,899	569,738
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STAFF REPORT

TO: Firebaugh City Council

FROM: Ben Gallegos, City Manager

DATE: June 15, 2020

SUBJECT: Resolution Approving the Final Map and a Subdivision Improvement Agreement with Cen Cal Builders for the Development of Tract 6252 and Authorizing the Mayor to execute the Agreement

BACKGROUND & DISCUSSION

On September 10, 2018, the City of Firebaugh received a development application under Tentative Map 2018-01 for the proposed Del Rio Place Subdivision Tract 6252 located on the east side of State Route 33 at the Lyon Avenue alignment. Cen Cal Builders ("Subdivider") submitted a map ("Tentative Map") that proposed to subdivide its four existing parcels containing approximately 14.7 acres into 42 single family residential lots varying from 5,000 to 10,787 square feet in size, and a 56-unit multifamily residential complex. The City Engineer reviewed the Tentative Map and prepared a memo dated October 17, 2018, with a list of items for map revisions and conditions of approval.

On February 4, 2019, the City Council approved the Tentative Map with a number of conditions of approval that the Subdivider must satisfy prior to approval of the Final Map. Among these conditions are a number of public improvements necessary to support the subdivision and certain dedications to the City of Firebaugh.

The Tentative Map was subsequently revised on November 18, 2019 after the City approved a request from the Subdivider to not relocate PGE poles as previously required as a Condition of Approval. This revision reduced the number of lots from 42 to 33 and created a neighborhood park.

The Subdivider is now requesting approval of the Final Map for Tract 6252 and recording thereof. However, the Subdivider has not completed all of the required subdivision public improvements nor made the necessary dedications required as conditions of approval of the Tentative Map. Under the Subdivision Map Act, where a subdivider has not completed all of the improvements required as conditions of approval of a tentative map, the City may still approve the Final Map if the City and the Subdivider enter into a Subdivision Improvement Agreement. The Subdivision Improvement Agreement requires that the Subdivider complete the improvements within a specified time period and provide a security for the completion of the work. If the Subdivider does not complete the work within the required time period, the City may use the security to complete the work itself. The proposed Subdivision Improvement Agreement for Tract 6252 is attached.

The subdivision public improvements shall be completed in accordance with the City Engineer-approved Improvement Plans dated May 23, 2019, unless approved differently by the City of Firebaugh or the California Department of Transportation. The Final Map has been reviewed by the City Engineer as to form for the subdivision of land and required dedications.

The Subdivider shall provide security for completing the public improvements in the amount of \$926,600.00 per the approved Engineer's Estimate and pursuant to the Subdivision Improvement Agreement.

The City shall accept the public improvements for maintenance and shall make effective the offers of dedication for rights of ways and easements subject to the completion of the required public improvements and acceptance thereof by the City of Firebaugh. Therefore, it is recommended that the City Council approve and authorize the recording of the Final Map and approve and authorize the Mayor to execute the Subdivision Improvement Agreement for Tract 6252 as set forth on the attached resolution.

ENVIRONMENTAL REVIEW

The City prepared an Initial Environmental Study to ascertain potential environmental impacts of the project. Based on this review the City Council adopted a Mitigated Negative Declaration.

FISCAL IMPACT

A positive impact is expected from the additional taxable property and sales taxes generated by the proposed subdivision.

RECOMMENDATION

Staff recommends that the Council adopt Resolution No. 20-31, approving the Final Map and Subdivision Improvement Agreement with Cen Cal Builders for the development of Tract 6252.

ATTACHMENTS

1. Resolution No. 20-31.
2. Subdivision Improvement Agreement

RESOLUTION NO. 20-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FINAL MAP AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH CEN CAL BUILDERS AND DEVELOPERS, INC. FOR DEVELOPMENT OF TRACT 6252

WHEREAS, Tentative Tract 6252 was approved by the City on February 4, 2019; and

WHEREAS, on November 18, 2019, the City approved an amendment (“Amendment”) to Tentative Tract No. 6252 to accommodate an existing power line that crosses the property; and

WHEREAS, the Amendment reduced the number of lots from 42 to 33 and created a small park to accommodate the overhead power line; and

WHEREAS, the City has reviewed the submittals for CEN CAL BUILDERS AND DEVELOPERS, Inc. (“Subdivider”), including the proposed Final Map, and has determined that the required public improvements are yet to be completed and the City Engineer has reviewed the Final Map as to form for the subdivision of land and required dedications ; and

WHEREAS, the Subdivider wishes to enter into a Subdivision Improvement Agreement and record the Final Map. The Subdivision Improvement Agreement will require the Subdivider to complete the public improvements in a timely manner, and the improvements will be subject to a security as required by the City of Firebaugh codes and ordinances; and

WHEREAS, upon completion of all required improvements as shown on the approved Improvement Plans dated May 23, 2019, or as approved differently by the City of Firebaugh and the California Department of Transportation, the City will accept the improvements for maintenance, and make effective all offers of dedication of public rights of way and easements at that time; and

WHEREAS, this Subdivision Improvement Agreement (attached as Exhibit “A”) has been prepared to document the conditions of approval, required improvements, and security for the development of Tract 6252 and the Amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Firebaugh that:

1. The Subdivision Improvement Agreement for Tract 6252 and the Amendment is hereby approved, and the Mayor is authorized to sign the agreement and any required documents on behalf of the City.
2. The Final Map for Tract 6252 and the Amendment is hereby approved and shall be recorded upon the execution of the Subdivision Improvement Agreement by both the City and Subdivider.
3. The City of Firebaugh will accept all public improvements for Tract 6252 and the Amendment for maintenance once completed to the satisfaction of the City of Firebaugh.

///

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on June 15, 2020,
by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED

ATTEST

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

EXHIBIT "A"

CITY OF FIREBAUGH

SUBDIVISION IMPROVEMENT AGREEMENT

TRACT MAP NO. 6252

This Subdivision Improvement Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the CITY OF FIREBAUGH, a municipal corporation of the State of California, hereinafter referred to as "CITY," and CEN CAL BUILDERS AND DEVELOPERS, INC., referred to hereinafter as "SUBDIVIDER," as follows:

WITNESSETH

WHEREAS, on or about February 4, 2019 the CITY approved Tentative Tract No. 6252 consisting of 42 residential lots on property described in Exhibit "A"; and

WHEREAS, on November 18, 2019, the CITY approved an amendment ("Amendment") to Tentative Tract No. 6252 to accommodate an existing power line that crosses the property; and

WHEREAS, the Amendment reduced the number of lots from 42 to 33 and created a small park to accommodate the overhead power line; and

WHEREAS, SUBDIVIDER has agreed to enter into Subdivision Improvement Agreement for Tract No. 6252 which reflects all of the conditions stated in the Tentative Tract No. 6252 Map approval and the Amendment, except as amended to reflect new completion deadlines and new performance security, all of which are subject to CITY Council approval; and

WHEREAS, SUBDIVIDER requested CITY to accept the dedications delineated and shown on said Map for the uses and purposes specified thereon and otherwise to approve said Map in order that the same may be recorded, as required by law; and

WHEREAS, CITY accepts all necessary offers of dedication required of Tract Map 6252 and the Amendment; and

WHEREAS, the applicable law requires SUBDIVIDER to enter into a Subdivision Agreement with CITY when SUBDIVIDER has not completed all required work at the time the Final Map is submitted for approval.

NOW, THEREFORE, in consideration of the irrevocable offer of dedication of the streets, public ways, easements and facilities as shown on said Final Map noted in Exhibit "B" and made a part hereof, and the approval of said Final Map for filing and recording as required by law, it is mutually agreed as follows:

1. SCHEDULE OF PERFORMANCE BY SUBDIVIDER

The work schedule hereinafter set forth contains the dates when the SUBDIVIDER is required to complete work. Such work shall be installed and completed to the satisfaction of the City's Manager, hereinafter "MANAGER." Should any extension of the time for the satisfactory

completion of the required improvements be requested by SUBDIVIDER in writing, MANAGER may consider this schedule of performance in determining whether or not to grant any such extension. MANAGER'S determination shall be final and conclusive. Failure of SUBDIVIDER to perform in accordance with the schedule shall constitute prima facie evidence of failure to diligently prosecute the work required hereunder. No Certificate of Occupancy shall be issued for any residence of the Subdivision until all public improvements needed to serve the residence for which the Certificate of Occupancy has been requested, have been completed by the SUBDIVIDER and accepted by the City Engineer. The work schedule is as follows:

WORK SCHEDULE	DATE OF COMPLETION
Complete subdivision street improvements	December 15, 2020
Complete Diaz Lane improvements	When 75% of the residential units have received final inspections and request certificates of occupancy or June 1, 2021, whichever date is first
Complete Pocket Park improvements	April 20, 2021
Complete off-site Caltrans improvements	August 5, 2020

Notwithstanding the above, all street work and public improvements required to be installed by the SUBDIVIDER (except the sidewalk and driveway approach construction and lot corner monumentation, which shall be completed upon construction of the residential dwellings) shall be fully completed and suitable for acceptance by CITY no later than June 1, 2021.

Failure of SUBDIVIDER to meet such deadline shall constitute a material breach of this Agreement. In such event, the Subdivision Improvement Security, hereinafter described, shall thereupon immediately be paid to CITY, and CITY shall have permission to go upon the property and complete all street work and public improvements, including installation or reinstallation, as CITY deems necessary, of all utility facilities, streets, curbs, gutters, sidewalks, sewer, water, drainage and other public improvements, which were not properly or fully completed or installed by SUBDIVIDER.

Issuance of building permits for any structure within the Subdivision shall conform to the requirements of the Uniform Fire Code and Uniform Building Code. SUBDIVIDER'S attention is particularly called to Sections 10.207(a), 10.30(c), and 10.301(d) of the Fire Code. All public improvements, which serve the property for which an Occupancy Permit is sought, shall have been completed and accepted by the MANAGER. The issuance of any Occupancy Permits by the CITY for dwellings located within the Subdivision shall not be construed to constitute an acceptance and approval by CITY of any of the streets or improvements in the Subdivision.

2. ROAD IMPROVEMENT TO BE COMPLETED BY SUBDIVIDER

(a) SUBDIVIDER shall grade and place aggregate base and pave and construct drainage facilities on all roads listed below where required, in accordance with the approved Improvement Plans and Specifications, applicable City Improvement Standards, and this Agreement for inclusion into the CITY maintained road system:

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ALL OF THE FOLLOWING STREETS:

- **North Lyon Avenue**
- **Calaveras Street**
- **Rio Grande Street**
- **Colorado Avenue**

(b) SUBDIVIDER shall install, so that no finished road or street surface need be reopened, all water mains and laterals, gas mains and laterals, underground electrical, cable television, telephone, and sewer lines, and any other underground utility or drainage system shown on the approved Plans and Specifications and the City Improvements Standards, prior to paving streets or constructing the curbs, gutters, sidewalks or driveways. All underground utilities shall be constructed and any existing underground utilities shall be lowered to a depth of not less than 36" (measured from top of pipe) below street grade or as shown on the approved plans.

(c) SUBDIVIDER shall install, prior to paving the streets, all curb and gutter, valley gutters, drop inlets and any other structure required in the applicable City Improvement Standards.

(d) SUBDIVIDER shall obtain and pay for any testing required by the MANAGER. A California-registered and licensed materials testing firm shall do the sampling and testing.

(e) SUBDIVIDER shall construct all required improvements in accordance with this Agreement, the Improvement Plans and Specifications and City Improvement Standards.

(f) Where concrete curbs and gutters are required and where driveway approaches are not constructed at the time such curbs and gutters are installed, the curb and gutter shall be continuous.

(g) SUBDIVIDER shall construct drainage facilities in accordance with the Approved Improvement Plans and Specifications, this Agreement and City Improvement Standards.

(h) That portion of the right-of-way lying outside the curb line shall be graded to conform to the approved cross-section. All drainage structures shall be cleaned. The entire roadway area shall be swept clean. The entire street section shall be sealed with an approved seal prior to final acceptance. All "dead-end" streets shall be barricaded in accordance with City Standards within seven (7) days from the time said streets are surfaced, or as directed by the MANAGER. The estimated cost of the road improvements has been included in the "Improvement Security."

3. DIAZ LANE IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

(a) SUBDIVIDER shall prepare improvement plans for Diaz Lane for review and approval by the City Engineer.

(b) SUBDIVIDER shall grade and place aggregate base and pave and construct drainage facilities where required for Diaz Lane, in accordance with the approved Improvement Plans and Specifications, applicable City Improvement Standards, and this Agreement for inclusion into the CITY maintained road system.

(c) SUBDIVIDER shall install, so that no finished road or street surface need be reopened, all underground improvements as shown on the approved Plans and Specifications and the City Improvements Standards, prior to paving streets or constructing the curbs, gutters, sidewalks or driveways.

(d) SUBDIVIDER shall install, prior to paving the streets, all curb and gutter, valley gutters, drop inlets and any other structure required in the applicable City Improvement Standards.

(e) SUBDIVIDER shall obtain and pay for any testing required by the MANAGER. A California-registered and licensed materials testing firm shall do the sampling and testing.

(f) SUBDIVIDER shall construct all required improvements in accordance with this Agreement, the Improvement Plans and Specifications and City Improvement Standards.

(g) Where concrete curbs and gutters are required and where driveway approaches are not constructed at the time such curbs and gutters are installed, the curb and gutter shall be continuous.

(h) SUBDIVIDER shall construct drainage facilities in accordance with the Approved Improvement Plans and Specifications, this Agreement and City Improvement Standards.

(i) That portion of the right-of-way lying outside the curb line shall be graded to conform to the approved cross-section. All drainage structures shall be cleaned. The entire roadway area shall be swept clean. The entire street section shall be sealed with an approved seal prior to final acceptance. All "dead-end" streets shall be barricaded in accordance with City Standards within seven (7) days from the time said streets are surfaced, or as directed by the MANAGER. The estimated cost of the road improvements has been included in the "Improvement Security".

4. STATE ROUTE 33 WIDENING IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

(a) SUBDIVIDER shall complete the State Route 33 Widening Improvements in accordance with the plans approved by Caltrans on February 27, 2020, Encroachment Permit No. 0619-6CD-0885. The estimated cost of the road improvements has been included in the "Improvement Security".

(b) SUBDIVIDER shall construct all underground and surface improvements required for the State Route 33 Widening, in accordance with the plans approved by Caltrans, Encroachment Permit Conditions, State Standard Plans and Specifications, applicable City Improvement Standards, and this Agreement for acceptance by the California Department of

Transportation.

(c) SUBDIVIDER shall provide MANAGER with written documentation for acceptance of the State Route 33 Widening Improvements by Caltrans prior to acceptance of the other public improvements by CITY.

5. SUBDIVISION POCKET PARK IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

(a) SUBDIVIDER shall prepare improvement plans for subdivision pocket park for review and approval by the City Engineer and City Planner.

(b) SUBDIVIDER shall construct all underground and surface improvements required for the Subdivision Pocket Park, in accordance with the approved Improvement Plans and Specifications, applicable City Improvement Standards, and this Agreement for inclusion into the CITY maintained public facilities.

(c) SUBDIVIDER shall obtain and pay for any testing required by the MANAGER. A California-registered and licensed materials testing firm shall do the sampling and testing.

(d) The park area shall be swept clean prior to final acceptance. The estimated cost of the park improvements has been included in the "Improvement Security".

6. SEWER AND WATER IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

(a) Sanitary sewer lines shall be constructed in accordance with this Agreement, the Improvement Plans and Specifications and City Improvement Standards.

(b) Domestic water system shall be constructed in accordance with this Agreement, the Approved Plans and Specifications and the City Improvement Standards.

7. GAS AND ELECTRICAL USES TO BE COMPLETED BY SUBDIVIDER

SUBDIVIDER shall construct and/or guarantee the installation electrical, gas, telephone and cable television services within the limits of this Subdivision from all applicable utility companies including Pacific Gas & Electric, Verizon (telephone), and Comcast (cable television).

8. DRAINAGE IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

Storm drainage system and inlets within this Subdivision shall be constructed in accordance with this Agreement, the Approved Plans and Specifications, and the City Improvement Standards.

9. ADDITIONAL IMPROVEMENT REQUIREMENTS

(a) SUBDIVIDER is responsible for all work and maintenance within the CITY'S rights-of-way.

(b) Prior to commencement of any work within the right-of-way not included in the Improvement Plans and Specifications, or any work performed within an existing CITY maintained road, an encroachment permit must be obtained from the City's Public Works Department.

(c) SUBDIVIDER shall cause to be placed by a California-licensed Civil Engineer or Land Surveyor all survey monuments and lot corners as shown on the Final Map. Pursuant to Section 66497 of the Calif. Subdivision Map Act, prior to CITY'S final acceptance of the Subdivision and release of securities, SUBDIVIDER shall submit evidence to the CITY of payment and receipt thereof by the Engineer or Surveyor for the final setting of all monuments required in the Subdivision.

(d) SUBDIVIDER shall furnish to CITY a set of "as built" plans, certified by a registered and licensed Engineer, for all work performed in all rights-of-way. These plans shall include the location of all underground utilities. The plans shall be provided as printed sets and CAD format.

(e) In the event the MANAGER grants an extension to complete any of the required public improvements in this Subdivision, SUBDIVIDER shall comply with all applicable City Improvement Standards in effect at the time such work is performed.

(f) All Conditions of Approval of the Tentative Map, the Approved Plans and Specifications, and the City Improvement Standards apply to and are included by reference in this Agreement.

(g) Grading of the lots shall conform to the grades shown on the Grading Plan and the Improvement Plans. Prior to acceptance of the work by CITY and release of the Subdivision Security, SUBDIVIDER shall provide CITY with a certification from a registered and licensed Engineer that all work performed within this tract conforms to the Approved Plans and Specifications, the recommendations contained in the Preliminary Soil Report, and the City of Firebaugh Improvement Standards.

10. SUBDIVIDER shall work with CITY to establish a landscape and lighting district prior to sale of any lots on the Map.

11. FEES AND SECURITIES

(a) Before starting any of the work of improvement described in paragraph 1, SUBDIVIDER shall submit to CITY an acceptable security ensuring the Faithful Performance furnished by an approved financial institution or surety in a form acceptable to CITY or a cashier's check in an amount equal to one hundred percent (100%) of the estimated cost of the required improvements, in the amount of \$926,600.00 to guarantee the proper installation of the improvements required in this Agreement, the Approved Plans and Specifications, the City Improvement Standards, and the Engineer's Estimate approved by the City Engineer.

(b) Before starting any of the work of improvement described in paragraph 1, SUBDIVIDER shall submit to CITY an acceptable security ensuring payment furnished by an approved financial institution or surety in a form acceptable to CITY or a cashier's check in an

amount equal to fifty percent (50%) of the estimated cost of the required improvements, in the amount of \$926,600.00 to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials, and equipment used for installation of said improvements.

(c) Prior to final acceptance of the Subdivision Improvements by the CITY, the SUBDIVIDER shall submit to CITY an acceptable security furnished by an approved financial institution or surety to guarantee and warranty maintenance of all work required herein, for a period of one (1) year following acceptance. The Improvement Security shall be in a form acceptable to CITY or a cashier's check in an amount equal to twenty five percent (25%) of the estimated cost of the required improvements, in the amount of \$926,600.00. Said Improvement Security shall be released to the SUBDIVIDER, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Subdivision improvements by the CITY.

(d) Improvement Security for performance and for labor and materials hereinabove provided shall be for the purpose of securing the completion of said work together with any changes or alterations in such work as approved by the MANAGER and the City Engineer.

(e) Subdivision Improvement Security for performance and labor and materials, but not including the warranty security, will remain in effect until such time as all required improvements, are satisfactorily completed and the Subdivision has formally been accepted by the CITY. Such Securities may be released only upon written authority of the MANAGER.

(f) The Subdivision Improvement Security required under this paragraph 11 shall be payable to the City of Firebaugh.

(g) Upon failure of the SUBDIVIDER to properly install the required improvements in a form acceptable to the City Engineer by June 1, 2021, CITY shall be entitled to immediately draw upon the Improvement Security and cause the required improvements to be installed or repaired without further notice to SUBDIVIDER.

12. INDEMNITY AND INSURANCE

(a) CITY shall not be liable to the SUBDIVIDER or to any other person, firm or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Subdivision of said land covered by this Agreement, or any part thereof. SUBDIVIDER hereby releases and agrees to indemnify, defend and save the CITY and its agents, officials and employees harmless from and against any and all liability, loss, damage, expense, costs (including attorney's fees) for all injuries to and deaths of persons and damage to property, howsoever same may be caused, resulting directly or indirectly from the performance of any or all work to be done in and upon the street rights-of-way in said Subdivision and upon the premises adjacent thereto pursuant to this Agreement; and also from all injuries to and deaths of persons and damage to property, and all claims, demands, costs, losses, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by the SUBDIVIDER, the SUBDIVIDER'S agents, employees and subcontractors, while engaged in the performance of said work. The SUBDIVIDER further agrees that the use, for any purpose and by any person, of any and all of the streets and improvements hereinbefore specified, shall be at the sole and exclusive risk of the SUBDIVIDER at all times prior to final acceptance by the CITY of all completed street and other improvements thereon and therein.

(b) SUBDIVIDER and/or its Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance of the work hereunder by SUBDIVIDER, his agents, representatives, employees or subcontractors.

(c) Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001).
2. Insurance Services Office form number CA0001 covering automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(d) SUBDIVIDER and/or its Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

(e) Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-- insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the SUBDIVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(f) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the SUBDIVIDER, products and completed operations of the SUBDIVIDER, premises owned, occupied or used by the SUBDIVIDER, or automobiles owned, leased, hired or borrowed by the SUBDIVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the SUBDIVIDER'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the SUBDIVIDER'S insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
4. The SUBDIVIDER'S insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the CITY.

(g) Course of construction policies shall contain the following provisions:

1. CITY shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against CITY.

(h) Insurance is to be placed with insurers with current AM Best's rating of no less than A: VII.

(i) SUBDIVIDER shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and approved by the CITY before work commences. As an alternative to the CITY'S forms, the SUBDIVIDER'S insurer may provide complete, certified copies of all required policies, including endorsements affecting the coverage required by these specifications.

(j) SUBDIVIDER and/or its Contractor shall include all its contractors and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverage's for contractors and subcontractors shall be subject to all of the requirements stated herein.

13. MISCELLANEOUS PROVISIONS

(a) The SUBDIVIDER shall remedy all deficient work or labor or any defective materials and pay for any damage to other work resulting there from, which shall occur within a period of one (1) year from the date of acceptance of the work.

(b) The SUBDIVIDER and his contractor and subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the CITY pursuant to Section 3800 of the Labor Code, a Certificate of Worker's Compensation and shall maintain a valid policy of Workers' Compensation Insurance for the duration of the period of construction.

(c) The SUBDIVIDER shall comply with the Street, Plumbing, Building, Electrical, Zoning Codes and all other codes of the CITY.

(d) It shall be the responsibility of the SUBDIVIDER to coordinate all work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the CITY be placed in the position of making decisions that are the responsibility of the SUBDIVIDER. It shall further be the responsibility of the SUBDIVIDER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the SUBDIVIDER to notify the City Engineer may cause delays for which the SUBDIVIDER shall be solely responsible.

(e) Whenever the SUBDIVIDER varies the period during which work is carried on each day, he shall give due notice to the City Engineer so that proper inspection may be provided. If the SUBDIVIDER fails to duly notify the CITY as herein required, any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve the SUBDIVIDER of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials were previously overlooked by the City Engineer or Inspector and accepted.

(f) Any damage to the sewer system, concrete work or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the SUBDIVIDER before release of securities, or final acceptance of the completed work. When the surfacing on any existing street is disturbed, such surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) days and maintained in a safe and passable condition at all times between the commencement and final completion of all construction.

(g) Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

(h) No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by the SUBDIVIDER without the prior written consent of the CITY.

(i) The SUBDIVIDER shall pay all Development Impact Fees as set forth in the Firebaugh Municipal Code. The current Development Impact Fees include:

- Single Family Residential Unit \$11,479.00.

- School District Fees as required by Firebaugh Las Deltas Unified School District.
- Regional Transportation Mitigation Fee of \$1,637 per single Family Unit.

(j) An inspection fee in the amount of \$94,382.50 will be paid to the CITY for work on the subdivision public improvements. Said fee is an estimate and may be increased by the CITY, if necessary. Any unused portion of the fee will be refunded.

14. DUST CONTROL

Adequate dust control shall be maintained by the SUBDIVIDER on all streets within and without the Subdivision on which work is required to be done under this Agreement from the time work is first commenced in the Subdivision until the paving of the streets is completed "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of a dustcoat of oil thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision.

Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to the SUBDIVIDER to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the SUBDIVIDER or, if the SUBDIVIDER is not an individual, upon any person who has signed this Agreement on behalf of the SUBDIVIDER or, at the election of the City Engineer, such notice may be mailed to the SUBDIVIDER at his address on file with the City Engineer. If, within twenty-four (24) hours after such personal service of such notice or within forty-eight (48) hours after the mailing thereof as herein provided, the SUBDIVIDER shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable, to eliminate the scattering of dust, by equipment and personnel of the CITY or by contract as the City Engineer shall determine. The SUBDIVIDER shall pay to the CITY forthwith, upon receipt of billing therefore, the entire cost to the CITY of such sprinkling or oiling.

15. GENERAL PROVISIONS

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of all successors, assigns, heirs, and representatives of the parties hereto.

(b) Modification Must Be In Writing. This Agreement may not be altered, amended, or modified, except in a writing that is executed by the parties or duly authorized representatives of all of the parties hereto.

(c) Governing Law. This Agreement shall be construed and governed by the laws of the State of California and the parties agree that this Agreement is entered into and to be performed in the County of Fresno.

(d) Entire Agreement. This Agreement, together with the documents incorporated herein by reference and any exhibits referenced herein and attached hereto, states the entire agreement among the parties regarding the subject matters set forth in this Agreement, and supersedes all prior discussions, agreements, negotiations or understandings. Each of the parties signing this Agreement acknowledges and agrees that no other party, nor agent, nor attorney of any of the parties made any promise, representation or warranty, express or implied, not set forth in this Agreement. Each party signing this Agreement acknowledges that such party has not executed this Agreement on reliance on any promise, representation, conduct or warranty of any other party not expressly set forth in this Agreement.

(e) Voluntary Agreement; Representation by Counsel. The parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties each further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with legal counsel of their choosing, if desired, in deciding whether to execute this Agreement, and each of the parties is fully informed as to the terms, conditions and covenants of this Agreement.

(f) Interpretation. This Agreement is the result of the combined efforts of the parties and their respective attorneys, and shall be construed according to its fair meaning and as if prepared by both all the parties hereto. If any provision of this Agreement is found ambiguous, the ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but by construing the terms according to their generally accepted meaning.

(g) Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision(s) in this Agreement shall not affect the other provisions of this Agreement.

(h) Further Assurances. The parties agree to cooperate fully in carrying out the terms and conditions of this Agreement, including the execution of such documents or taking further action that may be necessary to carry out the purposes and intent of this Agreement.

(i) Authorized Representative. Each signatory to this Agreement on behalf of an entity other than an individual, represents and warrants that he or she is the duly authorized representative of the party for whom the signatory executes this Agreement and may bind such entity to this Agreement.

(j) Counterparts. This Agreement may be executed in a number of counterparts and each counterpart signature shall, when taken with all other signatures, be treated as if executed upon one original of this Agreement. A facsimile signature of any party shall be binding upon that party as if it were an original.

(k) Waiver of Provisions. Waiver by either party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by either party. Waiver of any provision of this Agreement shall be in writing.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first above written.

**CEN CAL BUILDERS AND DEVELOPERS,
INC., A California Corporation**

By: _____
(Signature)

(Print)

Title: _____

**CITY OF FIREBAUGH,
A Municipal Corporation of the State of
California,**

By: _____
_____, Mayor

AGREEMENT APPROVED AS TO
FORM:

By: _____
_____, City Attorney

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EXHIBIT "A"
Legal Description

EXHIBIT "B"

Reference Final Map of Tract 6252 as approved by City of Firebaugh Council Resolution No. ___, dated ____, 2020.

Said Final Map recorded concurrently herewith, in Fresno County Records.