

MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No. 20/07-06

Date/Time: July 6, 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/86218814884?pwd=b1dZNXhROGNUUE9KQmRKMHI4SE1sQT09>

Meeting ID: 862 1881 4884

Password: 080530

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 15, 2020.**

PUBLIC HEARING

None

NEW BUSINESS

2. **RESOLUTION NO. 20-32 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CONCERNING MEASURE C EXTENSION LOCAL TRANSPORTATION PURPOSE PASS-THROUGH AND PROGRAM FUNDS ANNUAL ALLOCATION FOR FY 2020-2021.**

Recommended Action: Council receives public comment & approves Res. No. 20-32.

3. **RESOLUTION NO. 20-33 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FINAL MAP AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH GATEWAY HOMES, INC. FOR DEVELOPMENT OF TRACT 6257 PHASE 3.**

Recommended Action: Council receives public comment & approves Res. No. 20-33.

4. **RESOLUTION NO. 20-34 - A RESOLUTION OF THE FIREBAUGH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF FIREBAUGH AND ITS NON-REPRESENTATIVE EMPLOYEES.**

Recommended Action: Council receives public comment & approves Res. No. 20-34.

5. **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.

STAFF REPORTS

CLOSED SESSION

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, July 2, 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. 20/06-015

**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 15, 2020/6:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Lopez at 6:06 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 Valdez led pledge of Allegiance.

APPROVAL OF THE AGENDA

Motion to approve agenda by Council Member Valdez, second by Council Member Sablan; motion passed by 4-0 vote.

PUBLIC COMMENT None, no public comment was submitted/received.

PRESENTATION None

CONSENT CALENDAR

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

Motion to approve consent calendar by Council Member Valdez, second by Council Member Jenkins; motion passed by 4-0 vote. Perez – Absent.

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.

Motion to approve Ord. No. 20-03 by Council Member Valdez, second by Council Member Sablan; motion passed by 4-0 vote. Perez – Absent.

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.

Motion to accept Resolution No. 20-23 by Council Member Sablan, second by Council Member Valdez; motion passed by 4-0 vote. Perez – Absent.

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.

Motion to accept Resolution No. 20-24 by Council Member Valdez, second by Council Member Sablan; motion passed by 4-0 vote. Perez – Absent.

✓ Council Member Perez joined the meeting.

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").

Motion to accept Resolution No. 20-25 by Council Member Valdez, second by Council Member Sablan; motion passed by 5-0 vote.

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.

Motion to accept Resolution No. 20-26 by Council Member Sablan, second by Council Member Perez; motion passed by 5-0 vote.

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.

Motion to accept Resolution No. 20-27, with amendment of adding one sentence regarding the insurance "If Employee chooses a medical plan, other than the four least expensive, employee will pay the difference" by Council Member Sablan, second by Council Member Perez; motion passed by 5-0 vote.

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).

Motion to accept Resolution No. 20-28 by Council Member Sablan, second by Council Member Perez; motion passed by 5-0 vote.

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.**

Motion to accept Resolution No. 20-29 by Council Member Valdez, second by Council Member Jenkins; motion passed by 5-0 vote.

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.**

Motion to accept Resolution No. 20-30 with amendment of iPad purchases by Council Member Valdez, second by Council Member Sablan; motion passed by 5-0 vote.

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.**

Motion to accept Resolution No. 20-31 by Council Member Sablan, second by Council Member Valdez; motion passed by 4-1 vote. Jenkins – no.

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.**

Consensus of the Council is to continue as is & not place a measure on the ballot.

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

Continue to discuss and leave on the agenda.

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

Consensus of the Council is to continue program through July 10, 2020, with one meal per day for 40 people, not to exceed \$7,000 budget over the next two weeks by Council Member Valdez, second by Council Member Sablan; motion passed by 5-0 vote.

STAFF REPORTS

- **Finance Director, Pio Martin** – working with RMA, on a follow-up email I received by Council Member Sablan on discrimination training for city employees, their training is free, but Lozano Smith offers the training too, so we can get an estimate & schedule a date/time, if needed.
- **Police Chief Sal Raygoza** – sent two memo's for Council to provide an update on COVID-19 & guidelines re: officer brutality. We have been receiving a lot of complaints about Fireworks going off in town and made one arrest for illegal fireworks.
- **Deputy City Clerk, Rita Lozano** – working with Susan on the Joint Meeting with the school board, will held on July 14, 2020 at 5:00 pm in the Multi-purpose room, I need all agenda items sent to be for the agenda. Council Members Valdez & Sablan asked for the meeting to be held via teleconference. Council Member Sablan thanked Rita for the update on the state water board administration presentation. The Attorneys are working on drafting an agreement, so it will be presented for Council's review at a future meeting.
- **City Manager, Ben Gallegos** – construction to finally begin at the VFW. Attended a meeting with representatives of the Madera Hospital, they are still interested in building in the City of Firebaugh, they would like the City to own the building and property, and they would need about a \$20,000 for a grant application. Council would like a presentation regarding the health center.

- City Attorney James Sanchez – Update on the two cases: open case & appeal case. Hiller Case update for the 2nd council meeting of July.

No closed session.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

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

Motion to adjourn by Council Member Valdez, second by Council Member Jenkins; motion passed by 5-0 vote at 7:42 p.m.

RESOLUTION NO. 20-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH CONCERNING MEASURE C EXTENSION LOCAL TRANSPORTATION PURPOSE PASS-THROUGH AND PROGRAM FUNDS ANNUAL ALLOCATION FOR FY 2020-2021

WHEREAS, The **City of Firebaugh** (“claimant”) is an eligible claimant of funds for local transportation purposes pursuant to California Public Utilities Code Section 142257; and

WHEREAS, The Fresno County Transportation Authority (the “Authority”) has adopted an Annual Resolution of Allocation for Fiscal Year **2020-2021**, setting the percentages of collected retail transactions and use tax as the portion available to the City of local transportation purposes.

NOW THEREFORE, IT IS RESOLVED, by the Council of the City of Firebaugh as follows:

1. The City hereby submits its Local Transportation Pass Through Revenues (Measure C Extension) Certification and Claims for fiscal year 2020-2021.
2. The City hereby requests release of funds to the City on a monthly basis as funds are received and in proportion to the adopted percentages for each program and sub-program, which are based on actual receipts.
3. The Council of the City hereby certifies:
 - (a) That Local Transportation Purpose Funds will not be used to substitute for property tax funds that the City has previously used for local transportation purposes; and
 - (b) That the City has and will segregate property tax revenues from the City’s other general funds revenues used to support local transportation purposes so that verification of non-substitution can be proved through audit; and
 - (c) That the City shall account for Local Transportation Purpose Funds received pursuant to Public Utilities Code Section 142257 separately from all other funds. The City shall maintain current records in accordance with generally accepted accounting principles; and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and
 - (d) That the City shall complete the prior fiscal years reporting requirements and claims forms no later than November 15, 2020. Reports not filed with the Authority by November 15, 2020 will result in a stoppage of allocations until a completed report is filed for each program and sub-program.
4. The City understands that should financial or compliance audit reveal that the City violated any of the requirements set forth in paragraph 3(a), (b), or (C), of this resolution, the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.

5. The City hereby requests the Authority to allocate all funds that became available from the Local Transportation Purpose Funds to the City of Firebaugh for fiscal year 2020-2021, as identified in the attached claim forms and indicated below, in accordance with the adopted “Procedures for Administration of Funds for Local Transportation Purposes”.

Local Transportation Sub Program Allocation – Firebaugh Street Maintenance Category 1.07% of \$11,007,248 or \$118,035

Local Transportation Sub Program Allocation – Firebaugh Flexible Funding Category 1.23% of \$10,990,932 or \$135,567

Local Transportation Sub Program Allocation – Firebaugh ADA Compliance Category 1.08% of \$382,235 or \$4,131

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Firebaugh held on the 6th day of July, 2020, by the following vote:

AYES: Council Members

NOES: Council Members

ABSTAIN: Council Members

ABSENT: Council Members

APPROVED:

ATTEST:

Elsa Lopez
Mayor

Rita Lozano
Deputy City Clerk

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2020-21**

TO: Fresno County Transportation Authority

FROM: City of Firebaugh

Address: 1133 P Street, Firebaugh, CA 93622 Contact: Pio Martin, Finance Director

Telephone: (559) 659-2043 FAX: (559) 659-3412 Email Address: pmartin@firebaugh.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

☐ Fresno Area Express

☐ Clovis Transit

☐ FCRTA

☐ PTIS/Transit Consolidation

☐ ADA/Seniors/Paratransit

☐ Farmworker Van Pools

☐ Car/Van Pools

☐ New Technology Reserve

Local Transportation Program

☒ Street Maintenance

☐ ADA Compliance

☐ Flexible Funding

☐ Pedestrian/Trails Urban

☐ Pedestrian/Trails Rural

☐ Bicycle Facilities

Regional Transportation Program

☐ Fresno Airports

Alternative Transportation Program

☐ Rail Consolidation Subprogram

Environmental Enhancement Program

☐ School Bus Replacement

☐ Transit Oriented Infrastructure for
In-Fill

Administrative/Planning Program

☐ Fresno COG

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

Local Agency Name

California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2020-2021 setting 1.07% of \$11,007,248 (or \$118,035) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

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

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

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

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

Authorized Signature: Pio Martin

Title: _____

Finance Director

Date: _____

06-24-2020

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2020-21**

TO: Fresno County Transportation Authority

FROM: City of Firebaugh
Local Agency Name

Address: 1133 P Street, Firebaugh, CA 93622 Contact: Pio Martin, Finance Director

Telephone: (559) 659-2043 FAX: (559) 659-3412 Email Address: pmartin@firebaugh.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

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

Local Transportation Program

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

Alternative Transportation Program

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

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

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2020-2021 setting 1.23% of \$10,990,932 (or \$135,567) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

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

Authorized Signature: _____



Title: _____ Finance Director

Date: _____ 06/24/2020

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2020-21**

TO: Fresno County Transportation Authority

FROM: City of Firebaugh
Local Agency Name

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Telephone: (559) 659-2043 FAX: (559) 659-3412 Email Address: pmartin@firebaugh.org

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- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

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

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram

Environmental Enhancement Program

- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- ☐ Fresno COG

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

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2020-2021 setting 1.08% of \$382,235 (or \$4,131) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

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

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

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

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

Authorized Signature: _____

Title: _____

Date: _____



Finance Director

06/24/2020

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

STAFF REPORT

TO: Firebaugh City Council

FROM: Ben Gallegos, City Manager

DATE: July 6, 2020

SUBJECT: Resolution Approving the Final Map and a Subdivision Improvement Agreement with Gateway Homes, Inc. for the Development of Tract 6257 Phase 3 and Authorizing the Mayor to execute the Agreement

BACKGROUND & DISCUSSION

On August 5, 2019, the City Council approved the Tentative Subdivision Map 2019-01 ("Tentative Map") for the proposed Greystone Estates Subdivision Tract 6257, allowing Gateway Homes, Inc. ("Subdivider"), to divide its two existing parcels containing approximately 28.4 acres into 131 single family residential lots varying from 5,000 to 7,107 square feet in size, and 5 outlots for recreational and utility purposes. The subdivision is planned to be completed in three phases. The approval of the Tentative Map included 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 Subdivider is now requesting approval of the Final Map for Tract 6257 Phase 3 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 6257 Phase 3 is attached.

City staff and the City Engineer have reviewed the Final Map submitted by the Subdivider along with the Subdivision Improvement Agreement, and find that all conditions of approval of the Tentative Map have been satisfied, with the exception of the completion of public improvements, which will be completed in accordance with the proposed Subdivision Improvement Agreement and as shown on the Improvement Plans for Phase 3 approved by the City Engineer and dated February 26, 2020. The Final Map has been reviewed by the City Engineer as to form for the subdivision of land and required dedications and is on file at the office of the City Clerk.

The Subdivider shall provide security for completing the public improvements in the amount of \$1,050,951.77 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 Engineer. Therefore, Staff recommends 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 6257 Phase 3 as set forth on the attached resolution.

ENVIRONMENTAL REVIEW

The Tentative Map was previously subject to review under the California Environmental Quality Act (“CEQA”). The City adopted a Negative Declaration under CEQA for the Tentative Map. There have been no substantial changes to the Tentative Map and there is no substantial evidence in the record before the City that any of the circumstances described under CEQA would require the City to conduct subsequent or supplemental review. Therefore, no further CEQA review is required.

FISCAL IMPACT

A positive impact is expected from the additional taxable property and sales taxes generated by property owners. The project would provide street improvements to Clyde Fannon within the subdivision frontage.

RECOMMENDATION

Staff recommends that the Council adopt Resolution No. 20-33, approving the Final Map and Subdivision Improvement Agreement with Gateway Homes, Inc. for the development of Tract 6257 Phase 3.

ATTACHMENTS

1. Resolution No. 20-33.
2. Subdivision Improvement Agreement for Phase 3

RESOLUTION NO. 20-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH APPROVING THE FINAL MAP AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH GATEWAY HOMES, INC. FOR DEVELOPMENT OF TRACT 6257 PHASE 3

WHEREAS, Phase 3 for Tentative Tract 6257 was approved by the City on August 5, 2019; and

WHEREAS, City staff and the City Engineer have reviewed the submittals for Gateway Homes, Inc. ("Subdivider"), including the proposed Final Map, and have found that all conditions of approval for the Tentative Tract 6257 Phase 3 have been satisfied, except for the completion of the required public improvements; 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 February 26, 2020, 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 6257 Phase 3.

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

1. The Subdivision Improvement Agreement for Tract 6257 Phase 3 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 6257 Phase 3 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 6257 Phase 3 for maintenance once completed to the satisfaction of the City Engineer.

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on this 6th day of July, 2020, by the following votes:

AYES:

NOES:

ABSTAINING:

ABSENT:

APPROVED:

ATTEST:

Elsa Lopez, Mayor

Rita Lozano, Deputy City Clerk

CITY OF FIREBAUGH

SUBDIVISION IMPROVEMENT AGREEMENT GATEWAY HOMES, INC. GREYSTONE ESTATES TRACT MAP NO. 6257, PHASE 3

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

WITNESSETH

WHEREAS, on or about August 5, 2019, the CITY approved Tentative Tract No. 6257 ("Map") consisting of residential lots, on property described in Exhibit "A"; and

WHEREAS, SUBDIVIDER has agreed to enter into Subdivision Improvement Agreement for Tract No. 6257 Phase 3 which reflects all of the conditions stated in the Tentative Tract No. 6257 Map approval, 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 6257 Phase 3; 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 to CITY of the streets, public ways, easements and facilities as shown on said Map, and the approval of said 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 installation of utilities	January 30, 2021
Complete installation of curbs, gutters and sidewalks	March 30, 2021
Complete all work	June 30, 2021

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 30, 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:

ALL OF THE FOLLOWING STREETS:

- Dodderer Street
- Rabe Street
- McClain Street
- Borboa Lane
- Eppler Street
- Don Julian Street

(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 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 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 is included in the "Improvement Security."

3. SEWER AND WATER IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

(a) SUBDIVIDER shall construct sanitary sewer lines in accordance with this Agreement, the Improvement Plans and Specifications and City Improvement Standards, connecting to the existing sewer system at Clyde Fannon Drive. The estimated cost of the sewer improvements is included in the "Improvement Security."

(b) SUBDIVIDER shall construct a domestic water system in accordance with this Agreement, the Approved Plans and Specifications and the City Improvement Standards, connecting to the existing CITY water system in Clyde Fannon Drive. The estimated cost of the water improvements is included in the "Improvement Security."

4. GAS AND ELECTRICAL USES TO BE COMPLETED BY SUBDIVIDER

SUBDIVIDER shall place underground all gas main services and all existing and new telephone and electrical lines, including cable television lines. This includes placing underground all existing facilities within the limits of this Subdivision and service lines thereto. SUBDIVIDER shall make arrangements with Pacific Gas & Electric, Verizon (Telephone) and Comcast (cable television) to guarantee the installation of these facilities.

5. DRAINAGE IMPROVEMENTS TO BE COMPLETED BY SUBDIVIDER

SUBDIVIDER shall construct the storm drainage system and inlets within this Subdivision in accordance with this Agreement, the Approved Plans and Specifications, and the City Improvement Standards. The estimated cost of the storm drainage improvements is included in the "Improvement Security."

6. 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 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 in 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.

7. SPECIAL DISTRICTS

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

8. 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 un-constructed improvements, in the amount of \$1,050,951.77 to guarantee the proper installation of the improvements required in this Agreement, the Approved Plans and Specifications, and the City Improvement Standards.

(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 un-constructed improvements, which is \$525,475.89, 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 the CITY Improvement Security in a form acceptable to the CITY in sufficient funds 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, which is \$262,737.94. 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. Warranty security shall be in a form acceptable to 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 8 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 30, 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.

9. 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 insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

10. 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 applicable law.

(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 Development Impact Fees are as follows:

- Single Family Residential Unit \$11,479.00.
- School District Fees as required by Firebaugh Las Deltas Unified School District.
- Regional Transportation Mitigation Fee of \$2,118 per single Family Unit

(j) An inspection fee in the amount of \$52,547.59 will be paid to the CITY before the beginning of any construction. Said fee is an estimate and may be increased by the CITY, if necessary. Any unused portion of the fee will be refunded.

11. 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.

12. 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.

* * * * *

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

CITY OF FIREBAUGH

GATEWAY HOMES, INC.

By: _____
Elsa Lopez, Mayor

By: _____
(Signature)

(Print)

Title: _____

AGREEMENT APPROVED AS TO FORM:

By: _____
James Sanchez, City Attorney

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Reference Final Map of Tract 6257 Phase 3 as approved by the City of Firebaugh Council Resolution No. 20-33.

Said Final Map recorded concurrently herewith in Fresno County Records.

RESOLUTION NO. 20-34

**A RESOLUTION OF THE FIREBAUGH CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN THE CITY OF FIREBAUGH AND ITS NON-REPRESENTATIVE EMPLOYEES**

WHEREAS, the City of Firebaugh, through its city manager, has reviewed the proposed changes to the wages and benefits of non-representative employees of the City, all of whom have agreed to the same; and

WHEREAS, the City Council now desires to formally approve certain terms and conditions set forth and reflected in an agreement with its unrepresented employees, which is designated as "Exhibit A", is attached to this Resolution and incorporated herein by this reference; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Firebaugh that the terms of "Exhibit A" are hereby approved for those non-representative employees of the City.

Passed and adopted at a Regular Meeting of the City Council of the City of Firebaugh held on July 6, 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 NON-REPRESENTATIVE EMPLOYEES

TERMS AND CONDITIONS

EFFECTIVE JULY 1, 2020 – JUNE 30, 2023



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EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FIREBAUGH AND FIREBAUGH Non-Representative EMPLOYEES

July 1, 2020 through June 30, 2023

1. **RECOGNITION**

- A. The City acknowledges the Non-Representative, for the purposes of establishing wages, hours, and working conditions of employment, for all regular employees of the Firebaugh Non-Representative including the classifications below:

<u>Non-Representative</u>	
Account Technician I	Account Technician II / Building Clerk
Account Technician III	Police Lieutenant
Executive Assistant / Deputy City Clerk	Police Chief
Public Works Director	
Finance Director	Building / Event Coordinator

2. **PURPOSE**

The purpose of this MOU is to promote harmonious relations between the City and the Non-Representative employees; 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.

3. **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 Non-Representative.

4. **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 Non-Representative employee 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.

5. **NOTICE OF LAYOFF**

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

6. **SAFETY RULES / REGULATIONS / LOSS**

A. Uniforms:

- 1) The City shall pay to Police Lieutenant and Police Chief a uniform maintenance allowance of seventy-five dollars (\$75) per month.
- 2) The City shall provide uniforms, including maintenance of uniforms, to Public Works Director, 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.
- 3) Employee is allowed to purchase jacket or sweater (must have City logo or City name) every 3 years, not to exceed \$100. Police Chief is not applicable.

7. **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.

C. **Lunch Break-: Friday (only)** Permanent business hours on Friday's, is 8:00am to 4:30 pm, with a 30 minute lunch break.

D. **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.

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 can provide justification and or documentation; a corrected payroll check will be issued with all payroll records adjusted accordingly.

8. **SALARIES**

- A. Non-Representative will receive the following increase 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).
- 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 – One time \$500 Bonus
 - 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.

9. **LONGEVITY PAY**

- A. Longevity Pay Program is provided for Non-Representative employees as outlined below.
- B. Employees hired after July 1, 2014 are not eligible to earn Longevity Pay.
- C. 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.

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

Employees will be eligible for certifications pay if applicable to job description.

- A. Confidential Premium – will receive \$83.33 stipend per month.
- 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. 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.

11. **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 Department Head 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 Non-Representative 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 Department Head 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.

12. **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.

13. **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 Non-Representative shall meet and confer to insure Carriers offering plans are equal to or better than what is offered currently.

14. **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.

15. **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.

16. **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.

17. **TRAINING**

The City agrees to send Non-Representatives employees at least one training, class or school per year, with a stipend current with IRS guidelines, to obtain required and/or mandated certificates and licenses to meet statute mandated certificates including state and federal requirements. Training must be approved by Supervisor, and not to exceed \$1000. These classes will be on City time; however no overtime will be applicable on days of exams. Fair Labor Standard Act (FLSA) shall apply after normal work schedule hours.

18. **MILEAGE REIMBURSEMENT**

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

19. **WORKDAY AND OVERTIME**

- A. Workday: The regularly scheduled workday should be eight (8) consecutive hours exclusive of mealtime, Monday through Thursday (8:00 am to 5:00 pm) & Friday (8:00 am to 4:30 pm).
- 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).

20. **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.

21. **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.

22. **ADMINISTRATION LEAVE HOURS TIME CASH OUT, MAXIMUM EIGHTY (80) HOURS PER FISCAL YEAR**

An employee entitled to Administration Leave Hours will receive eighty hours (80) at the beginning of each fiscal year. Employee entitled to Administration Leave, may cash out, ALL 80 hours of Administration Leave per fiscal year. Administration Leave is not allowed to be carried over from fiscal year to year.

23. **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	

*(Lincoln's Birthday will be observed either on the Monday before or the Friday after Lincoln's actual birthday according to the following: If Lincoln's Birthday falls on Tuesday or Wednesday: Staff will observe holiday on Monday. If Lincoln's Birthday falls on a Thursday: Staff will observe holiday on Friday.)

24. **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 of 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.

25. **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. 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 PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code 414 (h).

26. **GRIEVANCE PROCEDURE**

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

27. **DISCIPLINE PROCEDURE**

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

28. **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.

29. **BEREAVEMENT LEAVE**

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

30. **JURY DUTY**

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

31. **VOTING**

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

32. **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.

33. **WORKER'S COMPENSATION**

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

34. **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.

35. **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 Non-Representative employees. 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 Non-Representative employee for review. The City and Non-Representative employee, shall meet and confer on those changes.

36. **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.

37. **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 Non-Representative employee, 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.

38. **SUPERSEDES PREVIOUS DOCUMENTS**

This document supersedes all previous City documents related to labor relationship between the City and its employees, 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.

39. **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.

40. **TERM OF MOU**

The 3 year term of the MOU shall commence on July 1, 2020 and expire on June 30, 2023, unless otherwise agreed in writing between the parties.

EXHIBIT "1"
SALARY SCHEDULES

CITY OF FIREBAUGH UNREPRESENTATIVE EMPLOYEES									
Salary Schedule July 1, 2020 - June 30, 2021									
0% Increase									
Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Technician I	37	Hourly	13.0894	13.7438	14.4310	15.1526	15.9102	16.7057	17.5410
		Bi-Weekly	1,047.1489	1,099.5064	1,154.4817	1,212.2058	1,272.8160	1,336.4568	1,403.2797
		Monthly	2,268.8226	2,382.2638	2,501.3770	2,626.4458	2,757.7681	2,895.6565	3,040.4393
		Annual	27,225.8717	28,587.1653	30,016.5235	31,517.3497	33,093.2172	34,747.8780	36,485.2719
Account Technician II	37	Hourly	16.6758	17.5096	18.3851	19.3044	20.2696	21.2831	22.3472
		Bi-Weekly	1,334.0676	1,400.7710	1,470.8095	1,544.3500	1,621.5675	1,702.6459	1,787.7781
		Monthly	2,890.4798	3,035.0037	3,186.7539	3,346.0916	3,513.3962	3,689.0660	3,873.5193
		Annual	34,685.7570	36,420.0449	38,241.0471	40,153.0995	42,160.7545	44,268.7922	46,482.2318
Account Technician III	41	Hourly	18.4167	19.3376	20.3044	21.3197	22.3857	23.5049	24.6802
		Bi-Weekly	1,473.3385	1,547.0055	1,624.3557	1,705.5735	1,790.8522	1,880.3948	1,974.4145
		Monthly	3,192.2335	3,351.8452	3,519.4374	3,695.4093	3,880.1797	4,074.1887	4,277.8982
		Annual	38,306.8017	40,222.1418	42,233.2489	44,344.9114	46,562.1569	48,890.2648	51,334.7780
Executive Assistant/Deputy City Clerk	51	Hourly	23.5870	24.7664	26.0047	27.3049	28.6702	30.1037	31.6089
		Bi-Weekly	1,886.9624	1,981.3105	2,080.3760	2,184.3948	2,293.6146	2,408.2953	2,528.7101
		Monthly	4,088.4185	4,292.8394	4,507.4814	4,732.8554	4,969.4982	5,217.9731	5,478.8718
		Annual	49,061.0218	51,514.0728	54,089.7765	56,794.2653	59,633.9786	62,615.6775	65,746.4614
Police Lieutenant	60	Hourly	31.2312	32.7928	34.4324	36.1540	37.9617	39.8598	41.8528
		Bi-Weekly	2,498.4974	2,623.4223	2,754.5934	2,892.3231	3,036.9393	3,188.7862	3,348.2255
		Monthly	5,413.4111	5,684.0817	5,968.2858	6,266.7001	6,580.0351	6,909.0368	7,254.4886
		Annual	64,960.9335	68,208.9802	71,619.4292	75,200.4006	78,960.4207	82,908.4417	87,053.8638
Public Works Director	66	Hourly	34.1632	35.8714	37.6650	39.5482	41.5256	43.6019	45.7820
		Bi-Weekly	2,733.0585	2,869.7114	3,013.1970	3,163.8569	3,322.0497	3,488.1522	3,662.5598
		Monthly	5,921.6268	6,217.7081	6,528.5935	6,855.0232	7,197.7744	7,557.6631	7,935.5462
		Annual	71,059.5215	74,612.4976	78,343.1225	82,260.2786	86,373.2925	90,691.9571	95,226.5550
Police Chief	68	Hourly	38.0246	39.9258	41.9221	44.0182	46.2191	48.5301	50.9566
		Bi-Weekly	3,041.9676	3,194.0660	3,353.7693	3,521.4577	3,697.5306	3,882.4072	4,076.5275
		Monthly	6,590.9298	6,920.4763	7,266.5001	7,629.8251	8,011.3164	8,411.8822	8,832.4763
		Annual	79,091.1576	83,045.7155	87,198.0012	91,557.9013	96,135.7964	100,942.5862	105,989.7155
Finance Director	64	Hourly	34.1632	35.8714	37.6650	39.5482	41.5256	43.6019	45.7820
		Bi-Weekly	2,733.0585	2,869.7114	3,013.1970	3,163.8569	3,322.0497	3,488.1522	3,662.5598
		Monthly	5,921.6268	6,217.7081	6,528.5935	6,855.0232	7,197.7744	7,557.6631	7,935.5462
		Annual	71,059.5215	74,612.4976	78,343.1225	82,260.2786	86,373.2925	90,691.9571	95,226.5550
Building Clerk / Event Coordinator		Hourly	18.6654	19.5987	20.5786	21.6076	22.6879	23.8223	25.0135
		Bi-Weekly	1,493.2344	1,567.8962	1,646.2910	1,728.6055	1,815.0358	1,905.7876	2,001.0770
		Monthly	3,235.3413	3,397.1083	3,566.9638	3,745.3120	3,932.5775	4,129.2064	4,335.6667
		Annual	38,824.0954	40,765.3002	42,803.5652	44,943.7434	47,190.9306	49,550.4771	52,028.0010
Senior Center Coordinator		Hourly	13.0688	13.1250	13.7813	14.4703			
		Bi-Weekly	522.7500	525.0000	551.2500	578.8125			
		Monthly	1,132.6250	1,137.5000	1,194.3750	1,254.0938			
		Annual	13,591.5000	13,650.0000	14,332.5000	15,049.1250			

CITY OF FIREBAUGH UNREPRESENTATIVE EMPLOYEES

Salary Schedule July 1, 2021 - June 30, 2022

2 % Increase

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Technician I	37	Hourly	13.3511	14.0187	14.7196	15.4556	16.2284	17.0398	17.8918
		Bi-Weekly	1,068.0919	1,121.4965	1,177.5713	1,236.4499	1,298.2724	1,363.1860	1,431.3453
		Monthly	2,314.1991	2,429.9090	2,551.4045	2,678.9747	2,812.9235	2,953.5696	3,101.2481
		Annual	27,770.3891	29,158.9086	30,616.8540	32,147.6967	33,755.0815	35,442.8356	37,214.9774
Account Technician II	37	Hourly	17.0094	17.8598	18.7528	19.6905	20.6750	21.7087	22.7942
		Bi-Weekly	1,360.7489	1,428.7864	1,500.2257	1,575.2370	1,653.9988	1,736.6988	1,823.5337
		Monthly	2,948.2893	3,095.7038	3,250.4890	3,413.0135	3,583.6641	3,762.8473	3,950.9897
		Annual	35,379.4722	37,148.4458	39,005.8681	40,956.1615	43,003.9696	45,154.1680	47,411.8764
Account Technician III	41	Hourly	18.7851	19.7243	20.7105	21.7461	22.8334	23.9750	25.1738
		Bi-Weekly	1,502.8053	1,577.9456	1,656.8428	1,739.6850	1,826.6692	1,918.0027	2,013.9028
		Monthly	3,256.0781	3,418.8821	3,589.8262	3,769.3175	3,957.7833	4,155.6725	4,363.4561
		Annual	39,072.9378	41,026.5847	43,077.9139	45,231.8096	47,493.4001	49,868.0701	52,361.4736
Executive Assistant/Deputy City Clerk	51	Hourly	24.0588	25.2617	26.5248	27.8510	29.2436	30.7058	32.2411
		Bi-Weekly	1,924.7016	2,020.9367	2,121.9835	2,228.0827	2,339.4869	2,456.4612	2,579.2843
		Monthly	4,170.1868	4,378.6962	4,597.6310	4,827.5126	5,068.8882	5,322.3326	5,588.4492
		Annual	50,042.2422	52,544.3543	55,171.5720	57,930.1506	60,826.6582	63,867.9911	67,061.3906
Police Lieutenant	60	Hourly	31.8558	33.4486	35.1211	36.8771	38.7210	40.6570	42.6899
		Bi-Weekly	2,548.4674	2,675.8908	2,809.6853	2,950.1696	3,097.6780	3,252.5619	3,415.1900
		Monthly	5,521.6793	5,797.7633	6,087.6515	6,392.0341	6,711.6358	7,047.2175	7,399.5784
		Annual	66,260.1522	69,573.1598	73,051.8177	76,704.4086	80,539.6291	84,566.6105	88,794.9410
Public Works Director	66	Hourly	34.8465	36.5888	38.4183	40.3392	42.3561	44.4739	46.6976
		Bi-Weekly	2,787.7197	2,927.1057	3,073.4610	3,227.1340	3,388.4907	3,557.9152	3,735.8110
		Monthly	6,040.0593	6,342.0623	6,659.1654	6,992.1237	7,341.7299	7,708.8164	8,094.2572
		Annual	72,480.7119	76,104.7475	79,909.9849	83,905.4841	88,100.7584	92,505.7963	97,131.0861
Police Chief	68	Hourly	38.7851	40.7243	42.7606	44.8986	47.1435	49.5007	51.9757
		Bi-Weekly	3,102.8070	3,257.9473	3,420.8447	3,591.8869	3,771.4812	3,960.0553	4,158.0581
		Monthly	6,722.7484	7,058.8858	7,411.8301	7,782.4216	8,171.5427	8,580.1198	9,009.1258
		Annual	80,672.9807	84,706.6298	88,941.9612	93,389.0593	98,058.5123	102,961.4379	108,109.5098
Finance Director	64	Hourly	34.8465	36.5888	38.4183	40.3392	42.3561	44.4739	46.6976
		Bi-Weekly	2,787.7197	2,927.1057	3,073.4610	3,227.1340	3,388.4907	3,557.9152	3,735.8110
		Monthly	6,040.0593	6,342.0623	6,659.1654	6,992.1237	7,341.7299	7,708.8164	8,094.2572
		Annual	72,480.7119	76,104.7475	79,909.9849	83,905.4841	88,100.7584	92,505.7963	97,131.0861
Building Clerk / Event Coordinator		Hourly	19.0387	19.9907	20.9902	22.0397	23.1417	24.2988	25.5137
		Bi-Weekly	1,523.0991	1,599.2541	1,679.2168	1,763.1776	1,851.3365	1,943.9033	2,041.0985
		Monthly	3,300.0481	3,465.0505	3,638.3030	3,820.2182	4,011.2291	4,211.7906	4,422.3801
		Annual	39,600.5773	41,580.6062	43,659.6365	45,842.6183	48,134.7492	50,541.4867	53,068.5610
Senior Center Coordinator		Hourly	13.0688	13.7222	14.4083	15.1287			
		Bi-Weekly	522.7500	548.8875	576.3319	605.1485			
		Monthly	1,132.6250	1,189.2563	1,248.7191	1,311.1550			
		Annual	13,591.5000	14,271.0750	14,984.6288	15,733.8602			

CITY OF FIREBAUGH UNREPRESENTATIVE EMPLOYEES

Salary Schedule July 1, 2022 - June 30, 2023

2 % Increase

Position	Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Technician I	37	Hourly	13.6182	14.2991	15.0140	15.7647	16.5530	17.3806	18.2497
		Bi-Weekly	1,089.4537	1,143.9264	1,201.1227	1,261.1789	1,324.2378	1,390.4497	1,459.9722
		Monthly	2,360.4831	2,478.5072	2,602.4326	2,732.5542	2,869.1819	3,012.6410	3,163.2731
		Annual	28,325.7969	29,742.0867	31,229.1911	32,790.6506	34,430.1831	36,151.6923	37,959.2769
Account Technician II	37	Hourly	17.3495	18.2170	19.1279	20.0843	21.0885	22.1429	23.2501
		Bi-Weekly	1,387.9639	1,457.3621	1,530.2302	1,606.7417	1,687.0788	1,771.4327	1,860.0044
		Monthly	3,007.2551	3,157.6179	3,315.4988	3,481.2737	3,655.3374	3,838.1043	4,030.0095
		Annual	36,087.0616	37,891.4147	39,785.9854	41,775.2847	43,864.0489	46,057.2514	48,360.1140
Account Technician III	41	Hourly	19.1608	20.1188	21.1247	22.1810	23.2900	24.4545	25.6773
		Bi-Weekly	1,532.8614	1,609.5045	1,689.9797	1,774.4787	1,863.2026	1,956.3627	2,054.1809
		Monthly	3,321.1997	3,487.2597	3,661.6227	3,844.7038	4,036.9390	4,238.7860	4,450.7253
		Annual	39,854.3965	41,847.1164	43,939.4722	46,136.4458	48,443.2681	50,865.4315	53,408.7031
Executive Assistant/Deputy City Clerk	51	Hourly	24.5399	25.7669	27.0553	28.4081	29.8285	31.3199	32.8859
		Bi-Weekly	1,963.1957	2,061.3554	2,164.4232	2,272.6444	2,386.2766	2,505.5904	2,630.8699
		Monthly	4,253.5906	4,466.2701	4,689.5836	4,924.0628	5,170.2659	5,428.7792	5,700.2182
		Annual	51,043.0870	53,595.2414	56,275.0035	59,088.7536	62,043.1913	65,145.3509	68,402.6184
Police Lieutenant	60	Hourly	32.4930	34.1176	35.8235	37.6147	39.4954	41.4702	43.5437
		Bi-Weekly	2,599.4367	2,729.4086	2,865.8790	3,009.1730	3,159.6316	3,317.6132	3,483.4938
		Monthly	5,632.1129	5,913.7186	6,209.4045	6,519.8747	6,845.8685	7,188.1619	7,547.5700
		Annual	67,585.3552	70,964.6230	74,512.8541	78,238.4968	82,150.4216	86,257.9427	90,570.8399
Public Works Director	66	Hourly	35.5434	37.3206	39.1866	41.1460	43.2033	45.3634	47.6316
		Bi-Weekly	2,843.4741	2,985.6478	3,134.9302	3,291.6767	3,456.2605	3,629.0735	3,810.5272
		Monthly	6,160.8605	6,468.9035	6,792.3487	7,131.9662	7,488.5645	7,862.9927	8,256.1423
		Annual	73,930.3262	77,626.8425	81,508.1846	85,583.5938	89,862.7735	94,355.9122	99,073.7078
Police Chief	68	Hourly	39.5608	41.5388	43.6158	45.7966	48.0864	50.4907	53.0152
		Bi-Weekly	3,164.8631	3,323.1062	3,489.2616	3,663.7246	3,846.9109	4,039.2564	4,241.2192
		Monthly	6,857.2034	7,200.0635	7,560.0667	7,938.0700	8,334.9735	8,751.7222	9,189.3083
		Annual	82,286.4403	86,400.7624	90,720.8005	95,256.8405	100,019.6825	105,020.6666	110,271.7000
Finance Director	64	Hourly	35.5434	37.3206	39.1866	41.1460	43.2033	45.3634	47.6316
		Bi-Weekly	2,843.4741	2,985.6478	3,134.9302	3,291.6767	3,456.2605	3,629.0735	3,810.5272
		Monthly	6,160.8605	6,468.9035	6,792.3487	7,131.9662	7,488.5645	7,862.9927	8,256.1423
		Annual	73,930.3262	77,626.8425	81,508.1846	85,583.5938	89,862.7735	94,355.9122	99,073.7078
Building Clerk / Event Coordinator		Hourly	19.4195	20.3905	21.4100	22.4805	23.6045	24.7848	26.0240
		Bi-Weekly	1,553.5611	1,631.2392	1,712.8011	1,798.4412	1,888.3632	1,982.7814	2,081.9205
		Monthly	3,366.0491	3,534.3515	3,711.0691	3,896.6226	4,091.4537	4,296.0264	4,510.8277
		Annual	40,392.5888	42,412.2183	44,532.8292	46,759.4707	49,097.4442	51,552.3164	54,129.9322
Senior Center Coordinator		Hourly	13.0688	13.7222	14.4083	15.1287			
		Bi-Weekly	522.7500	548.8875	576.3319	605.1485			
		Monthly	1,132.6250	1,189.2563	1,248.7191	1,311.1550			
		Annual	13,591.5000	14,271.0750	14,984.6288	15,733.8602			