



City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
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Bruce Blayney
Mayor

Michelle Roman
Mayor Pro Tem

COUNCIL MEMBERS
Ben Creighton
Staci Smith
Sherman Dix

Alexander J. Henderson
City Manager

**AGENDA
KINGSBURG CITY COUNCIL
REGULAR MEETING
WEDNESDAY
MARCH 2, 2016
6:00 P. M.
KINGSBURG CITY COUNCIL CHAMBER
1401 DRAPER STREET**

Invocation to be given by Tim Boynton of Kingsburg Covenant Church, followed by the Pledge of Allegiance led by Mayor Bruce Blayney.

6:00 P.M. REGULAR MEETING

- I. Call to Order and Roll Call -**
- II. Public Comments –** This is the time for any citizen to come forward and address the City Council on any issue within its jurisdiction. A maximum of five minutes is allowed for each speaker.
- III. Approve Agenda –** Action by the Council to approve the agenda or to make modifications.
Note: The type of items that can be added to the agenda is constrained by State law.

(NOTE: Next City Resolution No. 2016-015 -- Next City Ordinance No. 2016-003)
- IV. a. Consent Calendar –** Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed, except where the item specifically notes a prior recorded opposition or abstention, in which case the present affirmative vote on the Consent Calendar is considered and recorded as reaffirming that prior opposition or abstention. Approval of Consent Calendar items includes recitals reading ordinance(s) by title(s) only and adoption of recommended action(s) contained in staff reports.
 - 1. Approval of City Council Minutes –** Approve the minutes from the special meeting on February 11, 2016 and the regular meeting held on February 17, 2016 as prepared by City Clerk Abigail Palsgaard.

2. **Check Register**– Ratify/approve payment of bills listed on the check register for the period February 11, 2016 through February 24, 2016 as prepared by Accounts Payable Clerk Grace Reyna.
3. **Approve the City Manager Contract Amendment** – Approve the City Manager Contract Amendment.
4. **Police Services Technician** – Approve the job description for the Police Services Technician.
5. **Wage Schedule** - Approve the updated Wage Schedule as prepared by Management Assistant Christina Windover.
6. **Approve the Temporary Water Agreement** – Approve the Temporary Water Agreement as prepared by City Attorney Michael Noland.

b. **Pulled Consent Calendar Items:**

V. **REGULAR CALENDAR**

1. **Commission Funds- Expenditure Request for Swedish Festival Pop Up Skate Park, Dog Park Shade Structure and Painting of the Memorial Park Stage and Restrooms** – Review Staff Report Prepared by Community Services and Senior Citizens Coordinator Ashlee Winslow-Schaml

Possible Action(s):

- a. Presentation by Community Services and Senior Citizens Coordinator Ashlee Winslow-Schaml
- b. Discussion by City Council
- c. Approve the expenditure requests and direct staff to move forward with these projects

2. **Water Conservation Update** – Review Staff Report prepared by City Manager Alex Henderson

Possible Action(s):

- a. Presentation by City Manager Alex Henderson
- b. Discussion by City Council
- c. Informational- No Action Necessary

3. **Kingsburg Police Department Lobby Hours Discussion** – Review Staff Report prepared by City Manager Alex Henderson

4. Council Reports and Staff Communications

- a. Community Services Commission –
- b. Public Safety Committee –
- c. Chamber of Commerce –
- d. Economic Development –
- e. Finance Committee –
- f. Planning Commission –
- g. City Manager's Report –
 - i. Community Garden Grant

5. Other Business as May Properly Come Before the City Council

6. Adjourn Kingsburg City Council Regular Meeting

Any writings or documents provided to a majority of the Kingsburg City Council regarding any item on the agenda will be made available for public inspection in the City Clerks office located at 1401 Draper Street during normal business hours.

**KINGSBURG CITY COUNCIL MINUTES
SPECIAL MEETING,
FEBRUARY 11, 2016**

Call to Order- Mayor Blayney called the Special City Council Meeting to order at 4:07pm.

Council Members present- Council Member Ben Creighton, Council Member Staci Smith, Mayor Bruce Blayney

Council Members absent- Council Member Sherman Dix and Mayor Pro Tem Michelle Roman

City Staff present- City Manager Alex Henderson, City Attorney Michael Noland, City Engineer Dave Peters, City Planning Consultant Holly Owen and City Clerk Abigail Palsgaard.

Public Comments – None.

REGULAR CALENDAR

City Manager Alex Henderson said that in the Kingsburg North Specific Plan (KNSP) there are three neighborhoods; A, B & C. He said we are speaking about neighborhood C.

Dave Fey, Fresno LafCO, said the annexation process is to some degree is LafCO's main job. He said annexation is important for the general plan and that LafCO doesn't judge land use, they just ask that the development is in the general plan. There was discussion about the process of annexation and how it differs is a developer initiates it. Mr. Fey said the Legislative has the power to move city limits and has given that power to LafCO. LafCO has a hearing when there is a request for annexation. He said that they want to make sure there are no islands created and used the example of Fresno. Through past experience he knows there is real value in building trust with the landowners in the property that may be annexed. He said his advice is to reach out to the county residents and talk to them. He continued with the fact that the City Manager didn't want to cut the property in pieces and force the landowners in to annexation. Mr. Henderson said it is important that the City contacts the property owners to ensure they are getting the correct information. Mr. Fey said to start the annexation process LafCO would need a petition from a land owner or a resolution from a city government.

Mayor Blayney spoke about the positives of a developer initiating the annexation process so maybe the developer can give the property owners incentives. He then asked if we can do a hybrid developer or city annexation instead of one or the other. The City Manager said if a developer was to do it, we would assist and he is sure if the city did it, the developer will assist.

Mr. Fey said he prefers working with the city because they have all the information needed on hand. If the developer does it, then it turns in to phone tag. He said developers are motivated by profit margins. Mayor Blayney said if we do this and do this right, he would like zero protest. He said there are some incentives that a private developer can do like improve front yards and dedicate land for sidewalks. How do we get developers on board to compensate the property owners who property will be modified?

The City Engineer Dave Peters said the City is planning for 20 years down the road. They will make sure developers will have proper plan in case they may need 3 lane roads.

Mayor Blayney said we will have traffic problems adding all of the residents He said lets go ahead and admit we have a problem now and these developers are the ones who need to cover the compensation for the property owner's lots that will effected on Kamm.

Dave Peters said we can condition one or all developers to widen the road, but if the property owner doesn't agree then they stop the work or City Council has to step in.

Mayor Blayney said we have to hold the developer's feet to the fire, they are the ones who are going to benefit from widening the road. City Attorney Mike Noland said you cannot condition on them taking that property, we do not have the legal right to do that. The City Manager said developers are willing to pay their fair share. Mayor Blayney then asked how do we, as City Council, show that we are not giving in to the developer and taking these poor people's property.

Council Member Smith asked if the traffic study shows there is not a need to widen the road, would the developer still pay for it in the future. Dave Peters said yes. If there is an impact then the developer would pay it. For example if the first one may pay most of it and then when the next developers come along they will be reimbursed. Mayor Blayney said he is worried about how long it might take to reimburse the first developer.

The City Manager said that four residents already have City water and to get City water they had signed a no protest agreement. He said we would like to have a zero protest also. Mr. Henderson said the City sent out letters when we first started talking about this and one property owner contacted us back, worried about the housing development.

Planning Consultant Owen said it is good to have this conversation, we don't want to spend months on this project and then decide not to annex. We don't want to pick up little ones at a time, it is better to go big, and the KNSP plans calls for that.

Mayor Blayney said he is worried about one property owner already saying that they didn't want to be annexed. Dave Fey said he recommends talking to the property owners about what would help them want to annex instead on pushing it on them.

The City Manager said we need to the one that drives this to make sure we can have control. Developers want us to take the lead since it is our general plan. Mayor Blayney asked if staff looking for direction to have the City to pick up the ball and move forward.

Attorney Noland said from a legal standpoint it would better if the staff controls the process and have the developer pay for the traffic studies, impact Fees and maybe pay for the staff. Has found that with the city working with LafCO, it is a smoother process and the City staff will work under what City Council has asked for.

The City Manager said our recommendation is that the City takes the lead. He said he wants the City controlling speaking to the property owners with a consistent message with factual information.

Mayor Blaney asked present Council Members if they want City staff to move forward with being the applicant. Present members said yes.

Growth Policy Discussion

City Planning Director Holly Owen said when she started in Kingsburg the purpose, outline and justification for alley ways was mentioned in the Municode. She said when started to review NSKP there

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seems to be flexibility with alley ways. She said in alley way trade off- not every proposal had to have alley ways- developers could trade off for something else like a mix of housing types. You don't see alley way fronting garages. The issue is people are coming in with maps and asking about alleys and I don't have a solid answer.

The City Manager Alex Henderson said there are several options, different landscapes, and pedestrian corridors instead of alleys, so the question in front of Council is what they would like to do with alley ways. Would you not want to budge or have the tradeoff for alleys?

Dave Peters said developers have figured out if it gated, they can get out of alleys so we might have to decide of minimum requirements.

Ms. Owen said it falls into our court, we can decide on which way to go. We need to decide where the park space will be. Now the school is saying they are not going to build there anytime soon. Developers are coming in every week. We need to stand back and make sure we have our plan that meets the desires of the community. The City Manager said it is on our time, we don't have to rush because they want to make money.

Mayor Blayney said the reason for the alley was to limit the 3 car garage with huge cement block out front. Council Member Creighton said if we have alleys can we require they have rear loaded garages?

Paul Kruper said alley ways take away from cars parking on the street. He said he recommends 30% of houses with garages in the alley or just rear loaded.

Council Member Romans said she is worried about having small houses on small lots because then people will buy the homes for investments and then rent it out and then it can go all downhill.

Mayor Blayney said then we are talking about zoning- lot sizes. He said schools have been losing students and on the larger more expensive homes the buyers are established and don't have kids at home for the most part. Paul Kruper said if you follow this plan it calls for very low, low or medium low density. The Mayor spoke about garden apartments, he said there is small example behind Tom's Donuts. We can do that, and do it very well, we will have high density, inexpensive, with a park.

Ms. Owen said there has to be agreement, pedestrian plan, a discussion about the running path and about gated plans with no alleys. If they parks and it is gated it ends up being just for people in the gated community. She said the City has to have the commitment to clarify so we can tell the developer. Council Member Roman said she doesn't want all developments to not have alley ways.

Adjourn Kingsburg City Council Workshop - Kingsburg City Council Workshop was adjourned at 5:50pm.

Submitted by:



Abigail Palsgaard, City Clerk

**City Council Workshop regarding Development Impact Fee Justification Study
February 17, 2016 – 5pm.**

Call to Order- Mayor Bruce Blayney called the workshop to order at 5:12pm

Council Members present: Council Member Ben Creighton, Council Member Staci Smith, Council Member Sherman Dix and Mayor Bruce Blayney

Council Members absent: Mayor Pro Tem Michelle Roman

City Staff present: City Manager Alex Henderson, City Attorney Michael Noland, and City Clerk Abigail Palsgaard

Nathan Perez from David Taussig & Associates, Inc. said he is responsive to City Council's concerns, with the 25% fee reduction it is still an increase, but it is in the lower 70% for commercial and lower to middle 61% for retail. He said the City hasn't updated the fees in 11 ½ years, and you will probably will not again for another 11 ½ years so the proposed fees put Kingsburg in a good position.

Council Member Creighton commented that if our incentive program isn't bringing in development, then we need to think of the cost of the city's infrastructure. City Manager Alex Henderson said staff's perspective is that our incentive program helps with negotiating with developers, it is helpful when someone is thinking of developing here and although there might not be a lot of data on paper it is well received. Nathan Perez added that big developers don't usually discuss impact fees if they are reasonable. Alex Henderson said they usually ask about alleys, parks, lot sizes and that they never ask about impact fees. Council Member Sherman Dix then said developers were more worried about a smooth permitting process than the impact fees. He said he thinks that if the fees are reasonable, it is not going to driving decision for developers to go elsewhere.

Adjourn Kingsburg City Council Workshop- Kingsburg City Council Workshop was adjourn at 5:44PM.

Invocation to be given by Grant Thiessen, followed by the Pledge of Allegiance led by Mayor Bruce Blayney.

6:00 P.M. REGULAR MEETING

Call to Order: 6:01pm

Public Comments – None

Approve Agenda – A motion was made by City Council Member Dix, seconded by City Council Member Creighton, to approve the Agenda, as published. The motion carried by unanimous voice vote.

Consent Calendar – A motion was made by City Council Member Creighton, seconded by City Council Member Dix, to approve the Consent Calendar. The motion carried by unanimous voice vote.

1. **Approval of City Council Minutes –** Approve the minutes from the regular meeting held on February 3, 2016 as prepared by City Clerk Abigail Palsgaard.

2. **Check Register**– Ratify/approve payment of bills listed on the check register for the period January 29, 2016 through February 10, 2016 as prepared by Accounts Payable Clerk Grace Reyna.
3. **Treasurer’s Report**– Approve the Treasurer’s Report as of January 31, 2016 as prepared by Finance Director Maggie Moreno.
4. **Consideration of Documents pertaining to Industrial Disability Retirement Determinations of Local Safety Officers in the City of Kingsburg**
 - a. Adopt Resolution 2016-011 of the City Council of The City of Kingsburg delegating authority to the City Manager to make initial industrial disability retirement determinations pursuant to Government Code § 21173
 - b. Adopt Resolution 2016-012 of the City Council of the City of Kingsburg establishing procedures for industrial disability retirement determinations of local safety officer employees of the City of Kingsburg.
5. **Budget Amendment Numbers 6, 7, 8 &9** – Adopt Resolution No. 2016-013 amending the 2015-2016 Annual Budget for midyear adjustments. Resolution prepared by Finance Director Maggie Moreno.

Pulled Consent Calendar Items: None

REGULAR CALENDAR

PUBLIC HEARING –Amendment to Section 17.56.040 of Title 17 of the Kingsburg Municipal Code Regarding Regulation of Signs and Outdoor Advertising and Temporary Signage; Revision to City of Kingsburg Master Fee Schedule

Open Public Hearing 6:04pm

Planning Consultant Holly Owen said the purpose of this ordinance is to update the municipal code in regards to temporary signs. This is a result from several requests for grand openings and holiday signs. As of right now temporary signs are not allowed.

Open Council Discussion 6:07pm

Council Member Smith asked if it is only for temporary signs. As an example she asked about Trinkets and Treasures sign that is outside of the business. Planning Consultant Holly Owen said signage should be on the property and clarified that is temporary signs that are up for no more than 60 days, like seasonal and grand openings signs. Council Member Smith asked about the A frame signs. Planning Consultant Owen said they will still be allowed in the downtown area.

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City Manager Alex Henderson said right now it is prohibited completely. We have been violating our own code, we allow temporary signage right now. This will allow us to do it according to the code. Mayor Blayney said that this is a cleanup and it lets people know what the rules are so we can be fair to everyone. Council Member Smith asked to confirm that signs for flu shots, tax services etc. would still be prohibited.

Close Council Discussion 6:13pm

Open Public Comment 6:13pm

Judy Pagel, on behalf of the Housing Connection, said she would like to know if this pertains to open house signs and rental property signs on private property. The City Manager said that this wouldn't change that, there are size limits, but it wouldn't change the open houses or rental property signs on private property.

Conni Delinger spoke that sandwich boards Judy spoke of, Trinkets and Treasure's signs promote business and advertise for Kingsburg. She said she doesn't agree with blocking business' ability to promote themselves. She doesn't understand why we would charge \$50 a sign for businesses who are already struggling. She understands why for elections. She said downtown buildings have a Swedish mandatory façade with an overhang and that makes it difficult to have signage and signs out front help let people know what is there. Council Member Dix asked if it would be better if the City didn't charge a fee. He wants to balance organization with promoting business.

Denver Shoots- Conni brought up some good points, he said he is chamber member in a different city, but is a resident here. He said he is asking for transparency for the cost for the signage. He said he doesn't want the signage to get out of control and he said the City is on the right path. He said it can snowball if there is no control in place.

Close Public Comment 6:35pm

Continued Council Discussion 6:35pm

Council Member Dix asked what the process is if a business does not go through the temporary sign permit process and the City is notified. City Manager Henderson said that the city employee will take a picture and tell Mike Koch. Mike will then let the business know what the rules are. If they do not comply they will get a letter with a specific date to comply by. If they still do not comply they will be fined. He said it is the same process as any other code violation. The City Manager said the goal is compliance, not issuing fees. He said if it is a public right away the City removes the signs.

Council Member Dix said he is struggling with the fee. He said if we already have a code enforcer doing it, we will be penalizing the people following the guidelines. The City Manager said it is up to council to set the fee. Mayor Blayney asked if Council Member Dix is saying he would like to include the fee in the business license fee.

Close Public Hearing 6:47pm

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No motion to pass Resolution 2016-014.

Mayor Blayney noted he wanted to make sure the temporary sign permit application will be online.

Waive the first reading and introduce Ordinance No. 2016-001 Amending Section 17.56.040 of Title 17 of the Kingsburg Municipal Code, and pass to a second reading with the following recital constituting reading of the title of the Ordinance:

“AN ORDINANCE OF THE CITY OF KINGSBURG
AMENDING CHAPTER 17.56.040 TO TITLE 17 OF
THE KINGSBURG MUNICIPAL CODE”

A motion was made by City Council Member Creighton, seconded by City Council Member Smith, to approve Ordinance No. 2016-001. The motion carried by unanimous voice vote.

PUBLIC HEARING – Development Impact Fees Justification Study and Proposed Changes To The City of Kingsburg Capital Facilities Fees/Development Impact Fees, Amendment to Title 15 of the Kingsburg Municipal Code Pertaining To Capital Facilities Fees/Development Impact Fees-

Open Public Hearing 6:50pm

Nathan D. Perez, said this is their 3rd meeting, first was a needs list in October, second was a presentation in December and now he is presenting tonight. He said he has a lot of experience in the Central Valley. He said state law allows for DIFs that cover for upcoming costs and for operations and maintenance. Each jurisdiction must show there are reasonable costs for the DIFs. He said to arrive at the costs they use COG data, census data and previous studies. Mr. Perez said these are only fees on new developments. He said that the Council can adopt ordinance with fees, then reduce by 25%. With the deduction it is 70% percent for commercial and 61% of retail.

Open Council Discussion 7:02pm - None

Close Council Discussion 7:02pm

Open Public Comment 7:03pm – None

Close Public Comment 7:03pm

Continued Council Discussion 7:03pm

Council Member Creighton said he believes it is an outstanding proposal.

Close Public Hearing 7:04pm

Waive the first reading and introduce Ordinance No. 2016-002 Amending Title 15 of the Kingsburg Municipal Code and pass to a second reading with the following recital constituting reading of the title of the Ordinance:

**“AN ORDINANCE OF THE CITY OF KINGSBURG AMENDING
Title 15, OF THE KINGSBURG MUNICIPAL CODE
PERTAINING TO CAPITAL FACILITIES
FEES/DEVELOPMENT IMPACT FEES”**

A motion was made by City Council Member Creighton, seconded by City Council Member Smith, to waive the reading and approve Ordinance No. 2016-002. The motion carried by unanimous voice vote.

Crime Report – Crime Statistics Report for Month of January, 2016

Police Chief Neil Dadian said he has provided a different format for the crime report with graphs to better show trends over a 12 month period. He said it is a work in progress. Mayor Blayney asked about thefts and auto thefts. He would like to know if Chief knows who they are. Chief Dadian said it is not a certain crew. Chief Dadian said he wanted to point out that self-initiated crimes, part two crimes, should be going up. He said he wants his officers to be out there looking. Chief Dadian said auto theft is on the rise in all central valley communities. He said believe it or not victims are still not locking their vehicles. Chief Dadian said he is planning on having a monthly training day to save on OT. He said a specific schedule will help with Community Oriented Policing for specific problems in specific neighborhoods. Chief Dadian also said he is working on officer training on high risk felony stops and warrant checks. He said he wants to work on compliance checks, he doesn't want to keep it passive. He said he will be focusing on parolees, people on probation and people that have warrants once a quarter. He said he is working on policy updates, and he has signed up the police department to do Daily Training Bulletins to help reduce liability through training. Chief Dadian said he is finally on track with everything coming together for better training. After passing out a paper with lobby hour options he said they have hired reserves and there are more coming on board. He would like to introduce them in April.

Citizen Denver Shoots said he is worried about police officer time being spent visiting criminals with warrants instead of general law enforcement. Chief Dadian said his officers will do these checks during down time and while time permits.

Mid Valley 4th Quarter Newsletter

Mid Valley Representative Bella Lopez said that Mid Valley participated in Santa Lucia with a float and they were happy to attend that event. She said there was good diversion for fall clean up. She also said bad weather is effecting the recycling for commercial since the cardboard gets wet. She said all businesses are doing great. She specifically wanted to point out the outstanding job Me n Ed's, Motel 6, Swan Court Apt. and Kady's Country Kitchen is doing. Ms. Lopez said she is in discussion with the schools about AB 1826 and that the Principal at Kingsburg High School has really embraced their commitment to compost and he has even made a video the students can relate to. Mayor Blayney said that one doesn't really know the importance of garbage disposal until there is one to dispose of your trash.

Street Sweeping Services Agreement

City Manager Alex Henderson said the City is currently contracted with Central Valley Sweeping. They presented the City with three options. One option is a month to month contract with a 10% rate increase. The second option is a 3 year contract with a 5% increase. The third option is a 5 year contract with a 0% increase. He said we are pleased with Central Valley Sweeping. The City Manager said Central Valley Sweeping is a known commodity and with no increase and given their rates, staff recommends continuing with Central Valley Sweeping.

Council Member Creighton said it is hard to beat no increase for five years. Council Member Smith said they do a great job.

A motion was made by City Council Member Creighton, seconded by City Council Member Dix, to enter into the five year contract with Central Valley Sweeping. The motion carried by unanimous voice vote.

Capital Facilities Fee/Development Impact Fee Report

City Manager Alex Henderson said this is related to the previous conversation regarding Impact Fees. He said the report will show the breakdown of the fees, revenues collected and how it is used. He said this report is state mandated.

Council Member Smith asked about the Quimby fees. City Attorney Mike Noland said they are fees for a developer to dedicate land for a park or dedicate fees in lieu of a park.

Council received, reviewed and filed the 2014-15 Developer Impact Fee Report as required by State law.

Council Reports and Staff Communications

Community Services Commission –

City Manager Alex Henderson said they will meet next Monday to talk about the pop up Skate Park for the Swedish festival, the donated trees for Dog Park and the shade structure.

Public Safety Committee –

Council Member Creighton said they had met last week and that Klass Kids has been confirmed for April 30th.

Chamber of Commerce –

Council Member Smith said Adam has hired a part time book keeper and interns to assist him.

Economic Development –

City Manager Alex Henderson said they haven't met since last meeting.

Finance Committee –

City Manager Alex Henderson said they haven't met since last meeting.

Planning Commission –

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Mayor Blayney said they have met and discussed housing authority which needs to be completed as soon as possible. He said COG covered most of the cost.

City Manager's Report –

Alex Henderson said Police and Fire are hosting a little 4 year old named Gardenia Loya who has cancer and needs a stem cell transplant. He said she really likes our police and fire and she is going to be going on a tour of the fire department and a tour of the police department. He said he is hoping the publicity will help her family pay for her medical bills. They have a go fund me account set up.

Other Business as May Properly Come Before the City Council- None.

Adjourn Kingsburg City Council Regular Meeting to Closed Session- Kingsburg City Council Regular Meeting was adjourn at 7:42pm.

CLOSED SESSION TO DISCUSS THE FOLLOWING ITEMS

- 1. Public Employee Evaluation – Government Code Section 54957
Title: City Manager**

Call to Order- Mayor Bruce Blayney called the Closed Session to order at 7:55pm

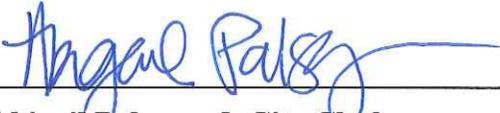
Council Members present: Council Member Ben Creighton, Council Member Staci Smith, Council Member Sherman Dix and Mayor Bruce Blayney

Council Members absent: Mayor Pro Tem Michelle Roman

City Staff present: City Manager Alex Henderson and City Attorney Michael Noland

Adjourn Kingsburg City Council Closed Session- Kingsburg City Council Closed Session was adjourn at 8:30pm.

Submitted by:



Abigail Palsgaard, City Clerk

PREPARED 02/25/2016, 9:02:53
 PROGRAM: GM350L
 CITY OF KINGSBURG

A/P CHECKS BY PERIOD AND YEAR
 FROM 02/11/2016 TO 02/24/2016

BANK CODE

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
02/19/2016	68818	AFLAC	102	853.94
02/19/2016	68819	AIRGAS NCN	1432	2,663.41
02/19/2016	68820	AMERITAS LIFE INSURANCE CORP.	1496	3,841.52
02/19/2016	68821	ANGELICA TEXTILES SERVICES COR	7	545.61
02/19/2016	68822	RAMIRO ARROYO	1926	28.00
02/19/2016	68823	AT&T CALNET 2 *	1634	467.39
02/19/2016	68824	AT&T MOBILITY	970	673.88
02/19/2016	68825	AUTOMATED OFFICE SYSTEMS	56	890.56
02/19/2016	68826	BENETRAC	564	425.00
02/19/2016	68827	BLUE CROSS ANTHEM	8888	200.00
02/19/2016	68828	BLUE SHIELD OF CALIFORNIA	8888	2,244.40
02/19/2016	68829	BRANDON CONSTRUCTION	475	168.00
02/19/2016	68830	CAL STATE TERMITTE AND PEST	1508	460.00
02/19/2016	68831	BARBARA CARPENTER	1681	1,170.00
02/19/2016	68832	CENTRAL VALLEY SWEEPING, INC.	117	11,746.64
02/19/2016	68833	CHRISTINA WINDOVER	2108	.00
02/19/2016	68834	CITY OF FRESNO POLICE DEPT.	1522	688.00
02/19/2016	68835	COLLINS & SCHOETTLE	1970	3,735.00
02/19/2016	68836	COLONIAL LIFE	92	20.25
02/19/2016	68837	COMCAST	2011	300.00
02/19/2016	68838	COMCAST	2060	141.08
02/19/2016	68839	COMCAST	952	115.83
02/19/2016	68840	COPWARE, INC.	2020	615.00
02/19/2016	68841	COUNTY OF FRESNO	2020	456.00
02/19/2016	68842	CPRS AQUATICS	1201	48.00
02/19/2016	68843	CROFOOT, JIM	832	187.78
02/19/2016	68844	JAMES DAVIS R	312	200.00
02/19/2016	68845	E & M ELECTRIC & MACHINERY, IN	741	52.33
02/19/2016	68846	TIMOTHY ENGLAND	1899	400.00
02/19/2016	68847	FALCON TIRE & TOWING	685	200.00
02/19/2016	68848	FRESNO COUNTY SHERIFF	136	709.66
02/19/2016	68849	FRESNO COUNTY TREASURER, ITSD	1252	93.22
02/19/2016	68850	FRESNO LOCAL AGENCY FORMATION	1001	325.00
02/19/2016	68851	FRESNO-MADERA AREA AGENCY ON A	64	83.76
02/19/2016	68852	DANIEL FRIES	1993	159.00
02/19/2016	68853	G & K SERVICES	962	793.28
02/19/2016	68854	GRAINGER	320	116.53
02/19/2016	68855	RICHARD GRIFFIN	1621	100.00
02/19/2016	68856	HEALTH NET	1621	109.58
02/19/2016	68857	HEALTH NET MEDICAL	8888	109.58
02/19/2016	68858	HEALTHWISE SERVICES	8888	138.75
02/19/2016	68859	HENRY SCHEIN, INC.	1945	175.00
02/19/2016	68859	HENRY SCHEIN, INC.	955	1,163.83
02/19/2016	68860	HOME DEPOT CREDIT SERVICES	85	64.01
02/19/2016	68861	JAMES HUMPHREY	8888	94.50
02/19/2016	68862	JC'S LAWN SERVICE	1972	2,695.00
02/19/2016	68863	JOE SAUBERT INC.	71	258.00
02/19/2016	68864	KAHN, SOARES & CONWAY, LLP	131	5,673.58
02/19/2016	68865	KAISER FOUNDATION HEALTH PLAN	1134	1,538.11
02/19/2016	68866	KINGSBURG CHAMBER OF COMMERCE	79	2,400.00
02/19/2016	68867	KINGSBURG SUPERMARKET, INC.	151	38.27
02/19/2016	68868	KINGSBURG VETERINARY CLINIC	1506	55.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT
02/19/2016	68869	KMART	72	401.15
02/19/2016	68870	LAW & ASSOCIATES	167	600.00
02/19/2016	68871	MID VALLEY DISPOSAL	1979	188,247.33
02/19/2016	68872	MORGAN'S VILLAGE FLOORING	116	317.90
02/19/2016	68873	NELSON'S ACE HARDWARE	104	779.84
02/19/2016	68874	NELSON'S POWER CENTER	578	355.74
02/19/2016	68875	NEWMAN TRAFFIC SIGNS	1026	360.63
02/19/2016	68876	NEXTIVA	1965	3,738.82
02/19/2016	68877	P G & E	186	13,333.86
02/19/2016	68878	PENA'S DISPOSAL SERVICE	2107	225.00
02/19/2016	68879	PETERS ENGINEERING GROUP	109	49,851.13
02/19/2016	68880	PLO'S FIRST AID & CPR	419	180.00
02/19/2016	68881	POLYACK MARKETING	141	2,500.00
02/19/2016	68882	PROFESSIONAL PRINT & MAIL, INC	1982	776.75
02/19/2016	68883	QUIRING GENERAL	8888	1,458.55
02/19/2016	68884	R & B COMPANY	1861	695.43
02/19/2016	68885	REGENCE BLUE SHIELD	8888	250.00
02/19/2016	68886	RICOH USA, INC.	1889	219.66
02/19/2016	68887	RMS	1937	74.76
02/19/2016	68888	ROBERT MOLINA	8888	104.78
02/19/2016	68889	ROBINA WRIGHT ARCHITECT & ASSO	1955	425.00
02/19/2016	68890	RUSH ADVERTISING SPECIALTIES	1010	264.66
02/19/2016	68891	SEAL RITE PAVING	1795	4,665.40
02/19/2016	68892	SEIGER ROOFING	8888	300.00
02/19/2016	68893	SIGN RANCH,	111	84.26
02/19/2016	68894	SILVAS CORPORATE OFFICE	2097	20.00
02/19/2016	68895	SILVAS OIL COMPANY	702	5,122.49
02/19/2016	68896	STAPLES BUSINESS ADVANTAGE	1286	2,011.59
02/19/2016	68897	STATE OF CALIFORNIA	21	272.00
02/19/2016	68898	SUNGARD PUBLIC SECTOR	91	4,953.00
02/19/2016	68899	TCM INVESTMENTS, LP	133	427.49
02/19/2016	68900	THE GAS COMPANY	93	7,869.32
02/19/2016	68901	THE HANFORD SENTINEL	966	178.23
02/19/2016	68902	THE ORIGINAL WATERMEN	2016	722.67
02/19/2016	68903	THE UPS STORE	1255	18.70
02/19/2016	68904	UNITED HEALTHCARE	8888	265.53
02/19/2016	68905	VINCENT COMMUNICATIONS, INC.	1772	10.23
02/19/2016	68906	VISION SERVICE PLAN	115	659.48
02/19/2016	68907	WALES TECHNOLOGIES	1313	450.00
02/19/2016	68908	WECO SUPPLY COMPANY	138	27.90
02/19/2016	68909	WILLDAN FINANCIAL SERVICES	1180	1,376.96
02/24/2016	68910	CHRISTINA WINDOVER	2108	376.40

DATE RANGE TOTAL * 355,294.34 *

**FIRST AMENDED AND RESTATED
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIRST AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT ("**Agreement**") is approved by the City Council for the City of Kingsburg on March 2, 2016, to be effective on January 13, 2016, by and between the CITY OF KINGSBURG, a California municipal corporation and charter city ("**CITY**") and ALEXANDER J. HENDERSON, an individual ("**HENDERSON**").

RECITALS

A. CITY desires to employ HENDERSON as the City Manager of the CITY to provide full-time professional City Manager services to the CITY.

B. HENDERSON represents to the CITY that he is qualified and possesses the executive and administrative knowledge, skill, ability and experience to hold the position of City Manager and perform the City Manager services in accordance with the provisions of this Agreement.

C. On November 6, 2013, CITY and HENDERSON entered into that certain City Manager Employment Agreement ("**Employment Agreement**") wherein the CITY employed HENDERSON as the City Manager for the CITY. As a result of conducting HENDERSON's annual evaluation process, the CITY and HENDERSON desire to amend and restate the Employment Agreement in accordance with the provisions of this Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the CITY and HENDERSON agree as follows:

1. **Term of Agreement.** This Agreement shall commence on January 13, 2014 and remain in full force in effect until terminated as set forth in this Agreement. HENDERSON shall serve as City Manager at the pleasure of the City Council.

2. **Duties and Authority.** HENDERSON shall perform all the lawful and proper duties and functions of City Manager for the CITY in accordance with CITY's Charter, municipal code, ordinances, resolutions, rules, regulations, policies and procedures, the directions of the City Council and in accordance with the International City/County Management Association ("**ICMA**") Code of Ethics and Guidelines, a copy of which is attached hereto and made a part hereof and identified as Exhibit "A", and any subsequent amendments, modifications, additions or deletions thereto; and shall also perform such other lawful, proper and related duties as may be required by law or by the City Council, such performance to be consistent with the highest standards of the California City Manager profession and in accordance with all legal requirements.

3. **Compensation.**

A. For the period commencing January 13, 2016 and continuing until June 30, 2016, CITY agrees to pay HENDERSON an annual base salary ("**Base Salary**") of One Hundred Thirty-Four Thousand Dollars (\$134,000.00). Commencing July 1, 2016, CITY agrees to pay HENDERSON Base Salary in the amount of One Hundred Thirty-Eight Thousand Dollars

(\$138,000.00). HENDERSON's Base Salary shall be payable in monthly installments on the same day(s) of each month as other department head/management employees are paid. HENDERSON's Base Salary is paid in consideration of all time worked in the performance of his duties and responsibilities as City Manager regardless of the number of hours worked per day or per week. HENDERSON shall not be entitled to accrue or receive any compensatory time off or any in lieu compensation or overtime for hours worked in excess of a particular number of hours worked per day, per week, per month or per year.

B. This Agreement will be amended to reflect any adjustments to Henderson's Base Salary and Employment Benefits (as that term is defined below) resulting from adjustments approved by the City Council, from time to time, to salary and employee benefits provided to non-represented department head/management employees of the CITY.

4. Benefits, Vacation and Leaves of Absence.

A. CITY agrees to provide HENDERSON with health insurance, dental insurance, life insurance, leaves of absence, sick leave, vacation and holiday pay, worker's compensation benefits, and California Public Employees Retirement System benefit (collectively, "**Employment Benefits**") at the same benefit levels as provided, from time to time, to unrepresented CITY department head/management employees. The current Employment Benefits are identified on Exhibit "B" which is attached hereto and made a part hereof. HENDERSON acknowledges and agrees the Employment Benefits identified on Exhibit "B" do not represent a minimal level of benefits or that any Employment Benefit identified on Exhibit "B" will continue to be provided in the future.

B. Exhibit "B" is amended as follows: (i) the death benefit for the life insurance policy provided to Henderson by the City shall increase to Two Hundred Fifty Thousand Dollars (\$250,000.00); (ii) the City will make an annual lump sum contribution of Five Thousand Dollar (\$5,000.00) to Henderson's 457 Deferred Compensation Plan; and (iii) Henderson's vacation days will increase to fifteen (15) days per year.

C. Upon termination of HENDERSON's employment for whatever reason, HENDERSON or his estate shall be compensated for all accrued, but unused vacation time, sick leave, paid holidays, or other benefits as required by California law and CITY policy.

5. Monthly Vehicle Allowance. CITY agrees to pay to HENDERSON, during the term of this Agreement and in addition to Base Salary and Employment Benefits, a vehicle allowance in the sum of Six Thousand Dollars (\$6,000.00) per year, payable in equal monthly installments. The vehicle allowance shall be used by HENDERSON to purchase, lease, own, operate, repair and maintain HENDERSON's personal vehicle. HENDERSON shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle. HENDERSON shall at all times keep his personal vehicle insured and shall notify his insurance carrier(s) in writing that his vehicle is used for City business as well as personal use. The insurance for HENDERSON's vehicle shall be issued by carrier(s) and in amount(s) acceptable to CITY with written proof thereof kept on file with CITY. The insurance policy shall require the carrier be provided CITY with at least ten (10) days prior written notification of any modification, suspension, cancellation or termination of coverage. CITY and its officials, officers and employees shall be named as additional insureds under the insurance policy. The CITY will reimburse HENDERSON at the IRS standard mileage rate for any City business use of HENDERSON's vehicle for travel beyond a fifty (50) mile radius of City Hall.

6. General Business Expenses. If funds are available and at the sole discretion of the City Council, the CITY may elect to:

A. Budget for and to pay for professional dues and subscriptions for HENDERSON necessary for continuation and full participation in the League of California Cities, ICMA, and other similar national, regional, state, and local associations, and organizations necessary and desirable for HENDERSON's continued professional participation, growth, and advancement.

B. Pay for travel and subsistence expenses of HENDERSON for professional and official travel, meetings, and occasions to adequately continue the professional development of HENDERSON and to pursue necessary official functions for CITY, including to the League of California Cities Annual Meeting, the ICMA Annual Conference and such other national, regional, state and local governmental groups and committees in which HENDERSON serves as a member.

C. Reimburse certain expenses of a non-personal, but job related nature incurred by HENDERSON. Upon receipt of duly executed expense vouchers, receipts, statements and other documents required under the CITY's expense reimbursement policy and with the approval of a majority of members of the City Finance Committee (excluding HENDERSON), the CITY will reimburse such expenses to HENDERSON.

D. CITY shall provide HENDERSON with a cell phone and pay the monthly service charges. HENDERSON will use the cell phone in accordance with CITY policies.

7. Involuntary Termination. For the purpose of this Agreement, involuntary termination of HENDERSON's employment shall occur:

A. Upon the death or continued inability of HENDERSON to perform the essential functions and duties of City Manager for a period greater than ninety (90) continuous days in any twelve(12)-month period, whether such inability results from HENDERSON's physical or mental disability, a serious health condition or other cause.

B. Following a vote by a majority of the City Council to terminate HENDERSON or suspend HENDERSON without pay for a period of greater than thirty (30) days, which vote occurs at a duly convened meeting of the City Council.

C. If any provisions of the CITY Charter are amended to eliminate the position of City Manager or eliminate the predominant portion of the City Manager's duties and responsibilities or re-assigns such duties or responsibilities to other job positions, termination shall be deemed to occur upon the effective date of such Charter amendment.

D. If HENDERSON resigns following an offer made by a majority vote of the City Council to accept HENDERSON's resignation.

8. Severance.

A. If HENDERSON's employment under this Agreement is involuntarily terminated as defined in Section 7 above, for reasons other than death or disability as provided in Section 7.A. and for reasons that do not constitute "Cause" as defined below, provided that HENDERSON executes a release of claims for the benefit of CITY, and its officials, officers,

employees, agents and representatives in a form acceptable to the CITY, CITY shall pay HENDERSON (in addition to any other amounts that may be due to HENDERSON for Base Salary earned as of the date of termination, and accrued, but unused Employment Benefits identified in Section 4.B. of this Agreement), a lump sum cash payment as severance ("**Severance Payment**") in an amount equal to nine (9) months Base Salary in effect on the date of termination if such involuntary termination occurs within the first three (3) years of employment. Commencing with the fourth year of employment, the Severance Payment will be six (6) months Base Salary in effect on the date of termination. At HENDERSON's option, payment of the Severance Payment may be made: (i) by lump sum payment within ten (10) days after HENDERSON executes the release of claims; (ii) by lump sum payment on the fifth (5th) business day of January of the year following the year of HENDERSON's termination; or (iii) in equal monthly installments starting the last day of the month after HENDERSON executes the release of claims.

B. If HENDERSON is involuntarily terminated as defined in Section 7 for reasons constituting "Cause", CITY is not obligated to pay any Severance Payment under this Section. "Cause" constitutes the conviction (including entry of guilty plea or plea of nolo contendere) of any criminal act committed in the course of employment, a crime of moral turpitude, or crime which resulted in personal gain to HENDERSON; violation of any provision of the CITY's municipal code, any CITY policy, rule or regulation; neglect or willful failure to perform the duties of the City Manager.

C. HENDERSON agrees that the Severance Payment shall constitute his sole remedy for any claim based upon the termination of his employment with CITY.

9. Resignation. In the event HENDERSON voluntarily resigns his position as City Manager, he shall provide CITY with a minimum of ninety (90) days prior written notice unless the CITY agrees otherwise. In the event of resignation, CITY shall owe HENDERSON nothing other than amounts that may be due to HENDERSON for Base Salary earned as of the date his resignation becomes effective, and accrued, but unused Employment Benefits identified in Section 4.B. of this Agreement. Upon receipt of notice of HENDERSON's resignation, CITY shall have the option of relieving HENDERSON of his duties and responsibilities prior to the effective date of his resignation, provided that CITY continues to pay all amounts due to HENDERSON for Base Salary and Employment Benefits through and including the effective date of his resignation.

10. Performance Evaluation. The City Council shall provide a written performance evaluation to HENDERSON not less than annually. The City Council shall establish HENDERSON's performance criteria and evaluation process with input from HENDERSON. Performance criteria may be added, modified or deleted by the City Council with input from HENDERSON. The evaluation process shall include the opportunity for the City Council to: (1) prepare a written evaluation; (2) meet and discuss the evaluation with HENDERSON; and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to HENDERSON and placed in his City personnel file within thirty (30) days after the evaluation meeting.

If upon completion of the first year evaluation, the City Council determines, in its sole discretion, HENDERSON's performance during his first year of employment was satisfactory, HENDERSON shall receive a one-time base salary increase of Four Thousand Dollars (\$4,000.00). Following each subsequent year's evaluation, the City Council may elect to provide HENDERSON with other incentive's that may include a contribution to HENDERSON's personal 457 retirement plan, merit increases, or other forms of incentives that are mutually acceptable to the City Council and HENDERSON.

11. **Outside Activities.** The employment provided for by this Agreement shall be HENDERSON's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to HENDERSON and the CITY, HENDERSON may, subject to prior approval by the City Council, accept limited teaching opportunities which do not interfere with or create a conflict of interest (or the appearance of a conflict of interest) with the performance of HENDERSON's duties or obligations under this Agreement, or place the CITY, the City Council or HENDERSON in an unfavorable light.

12. **Henderson Residence.**

HENDERSON shall establish residence within reasonable proximity of the corporate boundaries of the CITY upon commencing employment, and thereafter shall maintain residence within a reasonable proximity to the corporate boundaries of the CITY during the entire term of his employment. The City Council, in its reasonable discretion, shall determine whether the residence selected by HENDERSON is within reasonable proximity to the corporate boundaries of the CITY.

13. **Indemnification.**

A. CITY shall, in accordance with the applicable provisions of the California Government Code, defend and indemnify HENDERSON against any and all losses, damages, judgments, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees incurred by, imposed upon, or suffered by HENDERSON in connection with or resulting from any civil claim, action, suit, or proceeding solely arising out of or in connection with the performance of his duties and responsibilities as City Manager. Any settlement or compromise of any claim against HENDERSON can only be made with prior approval of CITY in order for indemnification, as provided in this Section, to be available.

B. CITY's responsibility to defend or indemnify HENDERSON is contingent upon HENDERSON's full, open and honest cooperation with defense counsel for CITY and HENDERSON.

C. CITY may elect, at its expense, to obtain insurance coverage for liabilities that are the subject to the foregoing indemnification and defense provisions.

D. HENDERSON shall defend and indemnify the CITY and its officials, officers, employees (other than HENDERSON) and representatives (collectively, "City Parties") against any and all losses, damages, judgments, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees incurred by, imposed upon or suffered by the City Parties in connection with or resulting from any claim, action, suit or proceeding arising out of or in connection with any act or omission to act by HENDERSON which is not within the scope of his employment with the CITY, any act or omission to act resulting from actual fraud, corruption or actual malice by HENDERSON, any criminal act of HENDERSON, any act or omission to act which is a cause for termination under Section 8.B. of this Agreement or any other unlawful act or omission to act by HENDERSON.

E. The provisions of this Section 13 shall survive the termination of HENDERSON's employment and termination of this Agreement.

14. **Bonding.** CITY shall bear the full cost of any fidelity or other bonds required of HENDERSON under any applicable law or ordinance or by the CITY Charter.

15. **Notices.** Any notice, consent, authorization, or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is verified, one (1) business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three (3) business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

CITY: City of Kingsburg
1401 Draper Street
Kingsburg, CA 93631
Attn: Mayor
Telephone: (559) 897-5821
Fax: (559) 897-5568
E-mail: bblaney@kingsburgins.com

HENDERSON: Alexander J. Henderson
1401 Draper Street
Kingsburg, CA 93631
Telephone: (559) 897-5821
Fax: (559) 897-5568
E-mail: ajh412@gmail.com

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

16. **General Provisions.**

A. This Agreement constitutes the entire agreement between the CITY and HENDERSON and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and neither party hereto shall be bound by nor charged with any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement or the exhibits hereto.

B. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

C. This Agreement shall bind and inure to the benefit of all heirs, successors, and assigns of the parties hereto. No right, obligation or responsibility of CITY or HENDERSON under this Agreement may be assigned to any other person or entity.

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

E. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue, in the County of Fresno, State of California for any proceeding arising hereunder.

F. This Agreement was the subject of negotiation in which each party was advised by professional advisors of its own choosing. Accordingly, any presumption that any provision of this Agreement should be construed for or against one party or the other is expressly

disclaimed.

G. This Agreement is entered into and shall be governed by the laws of the State of California.

CITY:

HENDERSON:

CITY OF KINGSBURG,
a California municipal corporation and
charter city

By:

BRUCE BLANEY, Mayor

ALEXANDER J. HENDERSON, an individual

EXHIBIT "A"

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION CODE OF ETHICS WITH GUIDELINES

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1995. The guidelines adopted by the Executive Board in 1972 were most recently revised in May 1995.

The purposes of ICMA are to enhance the quality of local government and to support and assist professional local administrators in the United States and other countries. To further these objectives, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE:

Advice to Officials of Other local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

GUIDELINES:

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a bona fide offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

4. Recognize that the chief function of local government at all times is to serve the best interests of all the people.

GUIDELINE:

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE:

Conflicting Roles. Members who serve multiple roles—working as both city attorney and city manager for the same community, for example—should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

7. Refrain from participation in the election of the members of the employing legislative body, and from all partisan political activities which would impair performance as a professional administrator.

GUIDELINES:

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not engage in active participation in the election campaign on behalf or in opposition to candidates for the governing body.

Elections of Elected Executives. Members should not engage in the election campaign of any candidate for mayor or elected county executive.

Other Elections. Members share with their fellow citizens the right and responsibility to exercise their franchise and voice their opinion on public issues. However, in order not to impair their effectiveness on behalf of the local government they serve, they should not participate in election campaigns for representatives from their areas to local government, school, state, and federal offices.

Elections on the Council-Manager Plan. Members may assist in preparing and presenting materials that explain the council-manager form of government to the public prior to an election on the use of the plan. If assistance is required by another community, members may respond. All activities regarding ballot issues should be conducted within local regulations and in a professional manner.

Presentation of Issues. Members may assist the governing body in presenting issues involved in referenda such as bond issues, annexations, and similar matters.

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

GUIDELINES:

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

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

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

GUIDELINE:

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

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

GUIDELINE:

Equal Opportunity. Members should develop a positive program that will ensure meaningful employment opportunities for all segments of the community. All programs, practices, and operations should: (1) provide equality of opportunity in employment for all persons; (2) prohibit

discrimination because of race, color, religion, sex, national origin, political affiliation, physical handicaps, age, or marital status; and (3) promote continuing programs of affirmative action at every level within the organization.

It should be the members' personal and professional responsibility to actively recruit and hire minorities and women to serve on professional staffs throughout their organizations.

12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

GUIDELINES:

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part. It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In de minimis situations such as tobacco and meal checks, for example, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see guideline on *Confidential Information*).

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Members should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

EXHIBIT "B"

EMPLOYMENT BENEFITS

For the period of January 1, 2013 – December 31, 2014, unrepresented City department head/management employees receive the same applicable Employment Benefits as the City employees who are members of the Kingsburg Public Service Employees Association ("**Association**") as set forth in the current Memorandum of Understanding ("**MOU**") between the CITY and the Association, except as modified herein. The applicable provisions of the MOU are incorporated herein by this reference and made a part of this Exhibit "A". The Employment Benefits identified in the MOU which are applicable to HENDERSON are as follows:

1. **Retirement:** The City of Kingsburg is a member of the California Public Employees Retirement System ("**PERS**") and provides "Miscellaneous Employees" hired after January 1, 2013 with a two percent (2%) per year PERS membership at age 62. The CITY pays the employer contributions while employees are responsible to pay one hundred percent (100%) of the employee's contribution required to participate in PERS.
2. **Insurance:** Regular full-time employees are eligible for family health insurance coverage which includes medical, dental, vision care and a \$15,000 life insurance policy, for the employee and eligible dependents. The employee's premium of \$50/pay period is automatically payroll deducted, pre-tax, on a bi-weekly basis. Monthly cash incentives are available to those who opt out of medical insurance for themselves and/or dependents. A supplemental life insurance policy for employees and dependents may be purchased through payroll deductions.
3. **Holidays:** Regular full-time employees receive 13 ½ paid holidays and 1 paid birthday per year.
4. **Executive Leave:** 40 hours per year.
5. **Vacation:** 96 vacation hours per year for years 1-5. Years 6-12 accrue additional 8 hours per year. Years 13-20, accrue 160 hours per year. At year 20, accrues 200 hours per year. Vacation accrual has a maximum cap of 240 hours.
6. **Sick Leave:** 120 sick hours per year at the rate of ten (10) hours per month. Sick leave accruals has a maximum cap of 400 hours. Commencing with the first day of employment, HENDERSON shall be deemed to have accrued forty (40) hours of sick leave.
7. **Long Term Disability:** Regular full-time employees are eligible for disability insurance in the event they are disabled, at their own expense.
8. **Other Benefits:** Employees may elect to participate in: (i) a deferred compensation program offered by the CITY through its payroll system or to the ICMA-RC 457 program; (ii) Employee Assistance Program; and (iii) Education Assistance Program. The CITY also participates in the: (i) Social Security Retirement System ("**FICA**"). CITY pays the employer's FICA contribution; and (ii) State unemployment insurance program ("**SUI**"). Eligible employees shall pay for and be covered by and receive State Disability Insurance ("**SDI**") in accordance with applicable law.

POLICE SERVICES TECHNICIAN

DEFINITION

To perform a variety of administrative and technical duties related to police records, evidence, and police operations under general supervision. Assignments could include: multi-tasking with heavy public contact, record keeping, document processing, performing functions that involve the public, courts, various City departments, and other law enforcement agencies and related work as required.

DISTINGUISHING CHARACTERISTICS

Under the direct supervision of the Records Supervisor or general supervision from supervisory personnel, incumbents perform a full range of duties independently, with occasional instruction or assistance; unusual or unique situations arise and the incumbent must be fully aware of the operating procedures and policies within the work unit.

TYPICAL DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Maintains and monitors complex, specialized, technical, and sensitive police records, evidence, custody documents, chain of custody documents, property receipts, and filing systems requiring considerable knowledge of the subject.
2. Maintains, processes, and keeps custody of property and evidence including firearms, money, and drugs according to agency policy, industry standards, and best practices.
3. Collects appropriate fees; accounts for all monies received; provides information about services, permits, release of records, etc. to the public; assists with registering and processing sex/narcotic/arson offenders; processes restraining orders as required by law; performs validation of records entered in the NCIC system.
4. Types and edits complex, technical and specialized reports, letters, memos, statistical information, legal documents, charts, and forms from typed and handwritten rough drafts, written copy, and verbal instruction using data retrieved from the records; initiates, recommends, revises, and implements procedural changes to records.
5. Receives and screens visitors and calls and provides information requiring technical knowledge of department operations and procedures; receives and responds to inquiries requesting information and copies of reports; maintains moderately complex operating and activity records.
6. Assists in training and orientation of new employees.
7. Arranges for or transports evidence to crime lab for analysis.
8. Testify in court, as required.
9. Maintains training room schedule.
10. Other duties as assigned.

MINIMUM QUALIFICATIONS

Education: High school graduation or GED equivalent.

Experience: Any combination of experience and training which demonstrates the ability to perform the duties of the position. A typical way to obtain the knowledge, skills, and abilities:

- Three years of increasingly responsible office and/or clerical work within a Police Department.
- Must be 18 years of age at the time of appointment.
- Valid California's Driver's License.

Knowledge of:

- English, spelling, grammar, punctuation, arithmetic, and vocabulary.
- Modern office practices, procedures, filing systems and equipment.
- Organization, structure, and operation of a law enforcement department.
- Relevant Federal, State and local regulations, laws, and ordinances pertaining to law enforcement records including the State Penal Code, Vehicle Code, and federal laws related to police records operations.
- Knowledge of Microsoft Office 2013 including Word, Excel, Outlook, PowerPoint, and Publisher.

Ability to:

Ability to work nights, weekends, and holidays.

Review and analyze documents related to department operations.

Observe, identify, and problem solve office operations and procedures.

Understand, interpret, and explain department policies and procedures.

Explain and problem solves office issues for the public and with staff.

Understand and follow complex written and oral instructions.

Perform basic arithmetic computations with speed and accuracy.

Operate and use modern office equipment including a computer and various software packages.

Type and enter data at a speed necessary for successful job performance.

Maintain sensitive information on a confidential basis.

Perform office/clerical duties with many interruptions. Ability to multitask.

Maintain moderately complex, technical, and sensitive police records as well as office, clerical, and fiscal records, assemble and organize data and prepare reports from such records.

Train new employees in the basics of records management.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with Police Department personnel, City personnel, other agencies, and the general public.



Meeting Date: 03/02/2016
Agenda Item: IV 5

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Blaney & City Council

REPORT FROM: Christina Windover, Management Assistant

REVIEWED BY:

AGENDA ITEM: Wage Schedule

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

As required by City Ordinance, the Council will from time to time approve wage schedules. Included in your packet is a summary of adjustments and revised January 1, 2016, and July 1, 2016 step levels for each position in the City. These figures are based upon agreements reached for each respective bargaining unit.

RECOMMENDED ACTION BY CITY COUNCIL

1. Approve the proposed wage schedule.

POLICY ALTERNATIVE(S)

1. NA

REASON FOR RECOMMENDATION/KEY METRIC

1. The Council has oversight on all wages associated with City positions. This is part of our fiscal stability initiative.

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes
3. If Budgeted, Which Line? Varies

PRIOR ACTION/REVIEW

Council approves wage schedules as amended.

BACKGROUND INFORMATION

See Executive Summary.

ATTACHED INFORMATION

1. Proposed Wage Schedules
2. Clean proposed Wage Schedules

CITY OF KINGSBURG SALARY CHART

EFFECTIVE January 1, 2016

Revised 3/2/2016 (W/DELETIONS)

POSITION

SALARY STEPS-PAID MONTHLY UNLESS NOTED

-----		A	B	C	D	E
Building Department						
BUILDING OFFICIAL		4646	4878	5121	5376	5646
BUILDING INSPECTOR II/CODE ENFORCEMENT		3664	3847	4040	4243	4455
BUILDING INSPECTOR I/CODE ENFORCEMENT		3055	3208	3367	3536	3712
City Hall						
CITY MANAGER						11167
CITY CLERK/ASSISTANT CITY MANAGER/EXECUTIVE SECRETARY		5529	5768	6019	6282	6559
---*\$750 above City Clerk						
FINANCE DIRECTOR-TREASURER		6775	7115	7470	7844	8235
PLANNING DIRECTOR		7193	7552	7931	8328	8744
CITY CLERK		4779	5018	5269	5532	5809
MANAGEMENT ASSISTANT		3380	3550	3727	3913	4110
COMMUNITY SERVICES COORDINATOR		3119	3275	3438	3610	3790
COUNCILMEMBER-MAYOR STIPEND						300
COUNCILMEMBER STIPEND						250
PARTTIME CITY HALL CLERK		12.19/HR				
Fire Department						
FIRE CHIEF		6838	7180	7540	7916	8313
FIRE CAPTAIN/EMT	REGULAR	4103	4308	4525	4750	4989
	HOLIDAY	238	249	261	274	288
FIRE CAPTAIN/PARAMEDIC	REGULAR	4401	4622	4852	5095	5348
(w/o incentive)	HOLIDAY	253	266	279	293	309
FIRE CAPTAIN/PARAMEDIC	REGULAR	4511	4737	4974	5223	5483
(with 2.5% incentive)	HOLIDAY	260	273	287	302	317
FIRE CAPTAIN/PARAMEDIC	REGULAR	4622	4852	5095	5348	5615
(with 5.0% incentive)	HOLIDAY	266	279	293	309	323
FIREFIGHTER/PARAMEDIC	REGULAR	3723	3908	4101	4311	4526
(w/o incentive)	HOLIDAY	214	224	237	250	260
FIREFIGHTER/PARAMEDIC	REGULAR	3817	4007	4204	4420	4639
(with 2.5% incentive)	HOLIDAY	219	232	244	256	266
FIREFIGHTER/PARAMEDIC	REGULAR	3908	4101	4311	4526	4753
(with 5.0% incentive)	HOLIDAY	224	237	250	260	273
FIREFIGHTER/EMT	REGULAR	3478	3652	3835	4025	4228
(w/o incentive)	HOLIDAY	201	210	220	232	246
FIREFIGHTER/EMT	REGULAR	3564	3744	3928	4124	4330
(with 2.5% incentive)	HOLIDAY	206	217	226	239	250
FIREFIGHTER/EMT	REGULAR	3652	3835	4025	4228	4438

(with 5.0% incentive)	HOLIDAY	210	220	232	246	256
FIREFIGHTER/PARAMEDIC	REGULAR MON-FRI	2789	2926	3074	3226	3387
PARAMEDIC	REGULAR MON-FRI	2721	2857	3001	3151	3311
PARAMEDIC	SHIFT SCHEDULE	3698	3883	4078	4282	4496
(w/o incentive)	HOLIDAY	214	222	237	248	260
PCF STIPEND (WITH CONDITIONS)		75				
PCF EMERGENCY RATE		12.50/HR				
PCF NIGHT CREW		45.00/NIGHT				
PER DIEM DISPATCH		16.00/HR				
Police Department						
CHIEF OF POLICE		7498	7872	8267	8680	9114
POLICE LIEUTENANT		5960	6258	6570	6899	7245
POLICE SERGEANT		5352	5619	5899	6195	6505
POLICE SERGEANT (Hired 1/1/15 or after)		5248	5510	5784	6073	6378
PATROLMAN / OFFICER		4302	4517	4742	4979	5230
PATROLMAN/OFFICER (Hired 1/1/15 or after)		4218	4429	4649	4881	5127
RECORDS SUPERVISOR		3564	3743	3931	4128	4334
POLICE DEPT. ADMINISTRATIVE ASSISTANT		3577	3756	3943	4141	4348
PUBLIC SAFETY DISPATCH		2996	3145	3303	3469	3644
CONTRACT PUBLIC SAFETY DISPATCHER		48.00/HR				
POLICE RESERVE-LEVEL 1		20.00/HR				
POLICE RESERVE-LEVEL 2		15.00/HR				
COMMUNITY SERVICES OFFICER-PART TIME/BASED ON ASSIGNMENT		12.00/HR				
Public Works Department						
PUBLIC WORKS DIRECTOR		6896	7240	7602	7983	8392
ASSISTANT PUBLIC WORKS DIRECTOR		5747	6035	6336	6653	6986
PUBLIC WORKS SUPERINTENDENT		4529	4756	4994	5244	5506
MAINTENANCE WORKER I		2784	2922	3068	3221	3382
MAINTENANCE WORKER II/Mech/Pool		2910	3055	3208	3367	3536
MAINTENANCE WORKER III		3447	3620	3802	3991	4191
WATER OPERATOR I		3036	3188	3347	3515	3689
WATER OPERATOR II		3587	3766	3955	4153	4360
WATER OPERATOR III		4351	4569	4797	5038	5290
PART TIME PUBLIC WORKS CLERK		11.39/HR				

PART TIME METER READER	10.00/HR				
Senior Center SENIOR CITIZEN COORDINATOR	2408	2528	2655	2789	2927
NUTRITION COORDINATOR	11.00/HR				
Miscellaneous DEPARTMENT SECRETARY I	2866	3009	3160	3318	3483
DEPARTMENT SECRETARY I W/PLANNING COMMISSION MEETINGS	3010	3161	3318	3485	3659
DEPARTMENT SECRETARY II	3147	3304	3469	3642	3824
DEPARTMENT SECRETARY II W/PLANNING COMMISSION MEETINGS	3304	3469	3642	3824	4015
ADMINISTRATIVE ASSISTANT	2163	2272	2385	2504	2630
ACCOUNT CLERK I	2678	2812	2953	3101	3255
ACCOUNT CLERK II W/ACCOUNTS PAYABLE	3081	3235	3398	3568	3745
ACCOUNT CLERK II	2936	3082	3236	3399	3569
ACCOUNT CLERK III	3228	3389	3560	3737	3924
RECREATION SITE SUPERVISOR	10.75/HR				
RECREATION LEADER	10.00/HR				
LIFEGUARD	10.00/HR				
LIFEGUARD/LEAD GUARD	10.00/HR				
LEAD GUARD	10.50/HR				
POOL CASHIER	10.00/HR				
POOL MANAGER	10.75/HR				
AQUA AEROBICS INSTRUCTOR	15.00/HR				
LEAD AQUA AEROBICS INSTRUCTOR	16.50/HR				

*KPOA 1% MOU Raise Effective 1/1/16

CITY OF KINGSBURG SALARY CHART
 EFFECTIVE January 1, 2016
 Revised 3/2/2016
 POSITION

SALARY STEPS-PAID MONTHLY UNLESS NOTED

POSITION	A	B	C	D	E	
Building Department BUILDING OFFICIAL	4646	4878	5121	5376	5646	
BUILDING INSPECTOR II/CODE ENFORCEMENT	3664	3847	4040	4243	4455	
BUILDING INSPECTOR I/CODE ENFORCEMENT	3055	3208	3367	3536	3712	
City Hall CITY MANAGER					11167	
FINANCE DIRECTOR-TREASURER	6775	7115	7470	7844	8235	
PLANNING DIRECTOR	7193	7552	7931	8328	8744	
CITY CLERK	4779	5018	5269	5532	5809	
MANAGEMENT ASSISTANT	3380	3550	3727	3913	4110	
COMMUNITY SERVICES COORDINATOR	3119	3275	3438	3610	3790	
COUNCILMEMBER-MAYOR STIPEND					300	
COUNCILMEMBER STIPEND					250	
PARTTIME CITY HALL CLERK	12.19/HR					
Fire Department FIRE CHIEF	6838	7180	7540	7916	8313	
FIRE CAPTAIN/EMT	4103	4308	4525	4750	4989	
	REGULAR					
	HOLIDAY	238	249	261	274	288
FIRE CAPTAIN/PARAMEDIC (w/o incentive)	4401	4622	4852	5095	5348	
	REGULAR					
	HOLIDAY	253	266	279	293	309
FIRE CAPTAIN/PARAMEDIC (with 2.5% incentive)	4511	4737	4974	5223	5483	
	REGULAR					
	HOLIDAY	260	273	287	302	317
FIRE CAPTAIN/PARAMEDIC (with 5.0% incentive)	4622	4852	5095	5348	5615	
	REGULAR					
	HOLIDAY	266	279	293	309	323
FIREFIGHTER/PARAMEDIC (w/o incentive)	3723	3908	4101	4311	4526	
	REGULAR					
	HOLIDAY	214	224	237	250	260
FIREFIGHTER/PARAMEDIC (with 2.5% incentive)	3817	4007	4204	4420	4639	
	REGULAR					
	HOLIDAY	219	232	244	256	266
FIREFIGHTER/PARAMEDIC (with 5.0% incentive)	3908	4101	4311	4526	4753	
	REGULAR					
	HOLIDAY	224	237	250	260	273
FIREFIGHTER/EMT (w/o incentive)	3478	3652	3835	4025	4228	
	REGULAR					
	HOLIDAY	201	210	220	232	246
FIREFIGHTER/EMT (with 2.5% incentive)	3564	3744	3928	4124	4330	
	REGULAR					
	HOLIDAY	206	217	226	239	250
FIREFIGHTER/EMT (with 5.0% incentive)	3652	3835	4025	4228	4438	
	REGULAR					
	HOLIDAY	210	220	232	246	256

FIREFIGHTER/PARAMEDIC	REGULAR MON-FRI	2789	2926	3074	3226	3387
PARAMEDIC	REGULAR MON-FRI	2721	2857	3001	3151	3311
PARAMEDIC (w/o incentive)	SHIFT SCHEDULE	3698	3883	4078	4282	4496
	HOLIDAY	214	222	237	248	260
PCF EMERGENCY RATE		12.50/HR				
RESERVE-LEVEL I		10/HR				
RESERVE-LEVEL II		11/HR				
RESERVE-LEVEL III		12/HR				
PER DIEM PARAMEDIC		16.00/HR				
Police Department CHIEF OF POLICE		7498	7872	8267	8680	9114
POLICE LIEUTENANT		5960	6258	6570	6899	7245
POLICE SERGEANT		5352	5619	5899	6195	6505
POLICE SERGEANT (Hired 1/1/15 or after)		5248	5510	5784	6073	6378
PATROLMAN / OFFICER		4302	4517	4742	4979	5230
PATROLMAN/OFFICER (Hired 1/1/15 or after)		4218	4429	4649	4881	5127
RECORDS SUPERVISOR		3564	3743	3931	4128	4334
POLICE DEPT. ADMINISTRATIVE ASSISTANT		3577	3756	3943	4141	4348
POLICE SERVICES TECHNICIAN		2996	3145	3303	3469	3641
POLICE RESERVE-LEVEL 1		20.00/HR				
POLICE RESERVE-LEVEL 2		15.00/HR				
COMMUNITY SERVICES OFFICER-PART TIME/BASED ON ASSIGNMENT		12.00/HR				
Public Works Department PUBLIC WORKS DIRECTOR		6896	7240	7602	7983	8392
ASSISTANT PUBLIC WORKS DIRECTOR		5747	6035	6336	6653	6986
PUBLIC WORKS SUPERINTENDENT		4529	4756	4994	5244	5506
MAINTENANCE WORKER I		2784	2922	3068	3221	3382
MAINTENANCE WORKER II/Mech/Pool		2910	3055	3208	3367	3536
MAINTENANCE WORKER III		3447	3620	3802	3991	4191
WATER OPERATOR I		3036	3188	3347	3515	3689
WATER OPERATOR II		3587	3766	3955	4153	4360
WATER OPERATOR III		4351	4569	4797	5038	5290
PART TIME PUBLIC WORKS CLERK		11.39/HR				
PART TIME METER READER		10.00/HR				

Senior Center SENIOR CITIZEN COORDINATOR	2408	2528	2655	2789	2927
NUTRITION COORDINATOR	11.00/HR				
Miscellaneous DEPARTMENT SECRETARY I	2866	3009	3160	3318	3483
DEPARTMENT SECRETARY I W/PLANNING COMMISSION MEETINGS	3010	3161	3318	3485	3659
DEPARTMENT SECRETARY II	3147	3304	3469	3642	3824
DEPARTMENT SECRETARY II W/PLANNING COMMISSION MEETINGS	3304	3469	3642	3824	4015
ADMINISTRATIVE ASSISTANT	2163	2272	2385	2504	2630
ACCOUNT CLERK I	2678	2812	2953	3101	3255
ACCOUNT CLERK II W/ACCOUNTS PAYABLE	3081	3235	3398	3568	3745
ACCOUNT CLERK II	2936	3082	3236	3399	3569
ACCOUNT CLERK III	3228	3389	3560	3737	3924
RECREATION SITE SUPERVISOR	10.75/HR				
RECREATION LEADER	10.00/HR				
LIFEGUARD	10.00/HR				
LIFEGUARD/LEAD GUARD	10.00/HR				
LEAD GUARD	10.50/HR				
POOL CASHIER	10.00/HR				
POOL MANAGER	10.75/HR				
AQUA AEROBICS INSTRUCTOR	15.00/HR				
LEAD AQUA AEROBICS INSTRUCTOR	16.50/HR				

*KPOA 1% MOU Raise Effective 1/1/16

CITY OF KINGSBURG SALARY CHART
 EFFECTIVE July 1, 2016
 Revised 3/2/2016 (W/DELETIONS)
 POSITION

SALARY STEPS-PAID MONTHLY UNLESS NOTED
 A B C D E

Building Department BUILDING OFFICIAL		4646	4878	5121	5376	5646
BUILDING INSPECTOR II/CODE ENFORCEMENT		3664	3847	4040	4243	4455
BUILDING INSPECTOR I/CODE ENFORCEMENT		3055	3208	3367	3536	3712
City Hall CITY MANAGER						11500
CITY CLERK/ASSISTANT CITY MANAGER/EXECUTIVE SECRETARY —*\$750 above City Clerk		5529	5768	6049	6282	6559
FINANCE DIRECTOR-TREASURER		6775	7115	7470	7844	8235
PLANNING DIRECTOR		7193	7552	7931	8328	8744
CITY CLERK		4779	5018	5269	5532	5809
MANAGEMENT ASSISTANT		3380	3550	3727	3913	4110
COMMUNITY SERVICES COORDINATOR		3119	3275	3438	3610	3790
COUNCILMEMBER-MAYOR STIPEND						300
COUNCILMEMBER STIPEND						250
PARTTIME CITY HALL CLERK		12.19/HR				
Fire Department FIRE CHIEF		6838	7180	7540	7916	8313
FIRE CAPTAIN/EMT	REGULAR	4144	4351	4570	4798	5039
	HOLIDAY	240	251	264	277	291
FIRE CAPTAIN/PARAMEDIC (w/o incentive)	REGULAR	4445	4668	4901	5146	5401
	HOLIDAY	256	269	282	296	312
FIRE CAPTAIN/PARAMEDIC (with 2.5% incentive)	REGULAR	4556	4784	5024	5275	5538
	HOLIDAY	263	276	290	305	3210
FIRE CAPTAIN/PARAMEDIC (with 5.0% incentive)	REGULAR	4668	4901	5146	5401	5671
	HOLIDAY	269	282	296	312	326
FIREFIGHTER/PARAMEDIC (w/o incentive)	REGULAR	3760	3947	4142	4354	4571
	HOLIDAY	216	226	239	253	263
FIREFIGHTER/PARAMEDIC (with 2.5% incentive)	REGULAR	3855	4047	4246	4464	4685
	HOLIDAY	221	234	246	259	269
FIREFIGHTER/PARAMEDIC (with 5.0% incentive)	REGULAR	3947	4142	4354	4571	4801
	HOLIDAY	226	239	253	263	276
FIREFIGHTER/EMT (w/o incentive)	REGULAR	3513	3689	3873	4065	4270
	HOLIDAY	203	212	222	234	248
FIREFIGHTER/EMT (with 2.5% incentive)	REGULAR	3600	3781	3967	4165	4373
	HOLIDAY	208	219	228	241	253
FIREFIGHTER/EMT	REGULAR	3689	3873	4065	4270	4482

(with 5.0% incentive)	HOLIDAY	212	222	234	248	259
FIREFIGHTER/PARAMEDIC	REGULAR MON-FRI	2817	2955	3105	3258	3421
PARAMEDIC	REGULAR MON-FRI	2748	2886	3031	3183	3344
PARAMEDIC	SHIFT SCHEDULE	3735	3922	4119	4325	4541
(w/o incentive)	HOLIDAY	216	224	239	250	263
PCF STIPEND (WITH CONDITIONS)		75				
PCF EMERGENCY RATE		12.50/HR				
PCF NIGHT CREW		15.00/NIGHT				
PER DIEM PARAMEDIC		16.00/HR				
Police Department						
CHIEF OF POLICE		7498	7872	8267	8680	9114
POLICE LIEUTENANT		5960	6258	6570	6899	7245
POLICE SERGEANT		5406	5675	5958	6257	6570
POLICE SERGEANT (Hired 1/1/15 or after)		5300	5565	5842	6134	6442
PATROLMAN / OFFICER		4345	4562	4789	5029	5282
PATROLMAN/OFFICER (Hired 1/1/15 or after)		4260	4473	4695	4930	5178
RECORDS SUPERVISOR		3600	3780	3970	4169	4377
POLICE DEPT. ADMINISTRATIVE ASSISTANT		3577	3756	3943	4141	4348
PUBLIC SAFETY DISPATCHER		3026	3176	3336	3504	3677
CONTRACT PUBLIC SAFETY DISPATCHER		18.00/HR				
POLICE RESERVE-LEVEL 1		20.00/HR				
POLICE RESERVE-LEVEL 2		15.00/HR				
COMMUNITY SERVICES OFFICER-PART TIME/BASED ON ASSIGNMENT		12.00/HR				
Public Works Department						
PUBLIC WORKS DIRECTOR		6896	7240	7602	7983	8392
ASSISTANT PUBLIC WORKS DIRECTOR		5747	6035	6336	6653	6986
PUBLIC WORKS SUPERINTENDENT		4529	4756	4994	5244	5506
MAINTENANCE WORKER I		2784	2922	3068	3221	3382
MAINTENANCE WORKER II/Mech/Pool		2910	3055	3208	3367	3536
MAINTENANCE WORKER III		3447	3620	3802	3991	4191
WATER OPERATOR I		3036	3188	3347	3515	3689
WATER OPERATOR II		3587	3766	3955	4153	4360
WATER OPERATOR III		4351	4569	4797	5038	5290
PART TIME PUBLIC WORKS CLERK		11.39/HR				

PART TIME METER READER	10.00/HR				
Senior Center SENIOR CITIZEN COORDINATOR	2408	2528	2655	2789	2927
NUTRITION COORDINATOR	11.00/HR				
Miscellaneous DEPARTMENT SECRETARY I	2866	3009	3160	3318	3483
DEPARTMENT SECRETARY I W/PLANNING COMMISSION MEETINGS	3010	3161	3318	3485	3659
DEPARTMENT SECRETARY II	3147	3304	3469	3642	3824
DEPARTMENT SECRETARY II W/PLANNING COMMISSION MEETINGS	3304	3469	3642	3824	4015
ADMINISTRATIVE ASSISTANT	2163	2272	2385	2504	2630
ACCOUNT CLERK I	2678	2812	2953	3101	3255
ACCOUNT CLERK II W/ACCOUNTS PAYABLE	3081	3235	3398	3568	3745
ACCOUNT CLERK II	2936	3082	3236	3399	3569
ACCOUNT CLERK III	3228	3389	3560	3737	3924
RECREATION SITE SUPERVISOR	10.75/HR				
RECREATION LEADER	10.00/HR				
LIFEGUARD	10.00/HR				
LIFEGUARD/LEAD GUARD	10.00/HR				
LEAD GUARD	10.50/HR				
POOL CASHIER	10.00/HR				
POOL MANAGER	10.75/HR				
AQUA AEROBICS INSTRUCTOR	15.00/HR				
LEAD AQUA AEROBICS INSTRUCTOR	16.50/HR				

*KPOA/KPFA 1% MOU Raises Effective 7/1/16

CITY OF KINGSBURG SALARY CHART
 EFFECTIVE July 1, 2016
 Revised 3/2/2016
 POSITION

SALARY STEPS-PAID MONTHLY UNLESS NOTED

-----		A	B	C	D	E
Building Department						
BUILDING OFFICIAL		4646	4878	5121	5376	5646
BUILDING INSPECTOR II/CODE ENFORCEMENT		3664	3847	4040	4243	4455
BUILDING INSPECTOR I/CODE ENFORCEMENT		3055	3208	3367	3536	3712
City Hall						
CITY MANAGER						11500
FINANCE DIRECTOR-TREASURER		6775	7115	7470	7844	8235
PLANNING DIRECTOR		7193	7552	7931	8328	8744
CITY CLERK		4779	5018	5269	5532	5809
MANAGEMENT ASSISTANT		3380	3550	3727	3913	4110
COMMUNITY SERVICES COORDINATOR		3119	3275	3438	3610	3790
COUNCILMEMBER-MAYOR STIPEND						300
COUNCILMEMBER STIPEND						250
PARTTIME CITY HALL CLERK		12.19/HR				
Fire Department						
FIRE CHIEF		6838	7180	7540	7916	8313
FIRE CAPTAIN/EMT	REGULAR	4144	4351	4570	4798	5039
	HOLIDAY	240	251	264	277	291
FIRE CAPTAIN/PARAMEDIC	REGULAR	4445	4668	4901	5146	5401
(w/o incentive)	HOLIDAY	256	269	282	296	312
FIRE CAPTAIN/PARAMEDIC	REGULAR	4556	4784	5024	5275	5538
(with 2.5% incentive)	HOLIDAY	263	276	290	305	3210
FIRE CAPTAIN/PARAMEDIC	REGULAR	4668	4901	5146	5401	5671
(with 5.0% incentive)	HOLIDAY	269	282	296	312	326
FIREFIGHTER/PARAMEDIC	REGULAR	3760	3947	4142	4354	4571
(w/o incentive)	HOLIDAY	216	226	239	253	263
FIREFIGHTER/PARAMEDIC	REGULAR	3855	4047	4246	4464	4685
(with 2.5% incentive)	HOLIDAY	221	234	246	259	269
FIREFIGHTER/PARAMEDIC	REGULAR	3947	4142	4354	4571	4801
(with 5.0% incentive)	HOLIDAY	226	239	253	263	276
FIREFIGHTER/EMT	REGULAR	3513	3689	3873	4065	4270
(w/o incentive)	HOLIDAY	203	212	222	234	248
FIREFIGHTER/EMT	REGULAR	3600	3781	3967	4165	4373
(with 2.5% incentive)	HOLIDAY	208	219	228	241	253
FIREFIGHTER/EMT	REGULAR	3689	3873	4065	4270	4482
(with 5.0% incentive)	HOLIDAY	212	222	234	248	259
FIREFIGHTER/PARAMEDIC	REGULAR MON-FRI	2817	2955	3105	3258	3421
PARAMEDIC	REGULAR MON-FRI	2748	2886	3031	3183	3344
PARAMEDIC	SHIFT SCHEDULE	3735	3922	4119	4325	4541

(w/o incentive)	HOLIDAY	216	224	239	250	263
PCF EMERGENCY RATE		12.50/HR				
RESERVE-LEVEL I		10/HR				
RESERVE-LEVEL II		11/HR				
RESERVE-LEVEL III		12/HR				
PER DIEM PARAMEDIC		16.00/HR				
Police Department						
CHIEF OF POLICE		7498	7872	8267	8680	9114
POLICE LIEUTENANT		5960	6258	6570	6899	7245
POLICE SERGEANT		5406	5675	5958	6257	6570
POLICE SERGEANT (Hired 1/1/15 or after)		5300	5565	5842	6134	6442
PATROLMAN / OFFICER		4345	4562	4789	5029	5282
PATROLMAN/OFFICER (Hired 1/1/15 or after)		4260	4473	4695	4930	5178
RECORDS SUPERVISOR		3600	3780	3970	4169	4377
POLICE DEPT. ADMINISTRATIVE ASSISTANT		3577	3756	3943	4141	4348
POLICE SERVICES TECHNICIAN		3026	3176	3336	3504	3677
POLICE RESERVE-LEVEL 1		20.00/HR				
POLICE RESERVE-LEVEL 2		15.00/HR				
COMMUNITY SERVICES OFFICER-PART TIME/BASED ON ASSIGNMENT		12.00/HR				
Public Works Department						
PUBLIC WORKS DIRECTOR		6896	7240	7602	7983	8392
ASSISTANT PUBLIC WORKS DIRECTOR		5747	6035	6336	6653	6986
PUBLIC WORKS SUPERINTENDENT		4529	4756	4994	5244	5506
MAINTENANCE WORKER I		2784	2922	3068	3221	3382
MAINTENANCE WORKER II/Mech/Pool		2910	3055	3208	3367	3536
MAINTENANCE WORKER III		3447	3620	3802	3991	4191
WATER OPERATOR I		3036	3188	3347	3515	3689
WATER OPERATOR II		3587	3766	3955	4153	4360
WATER OPERATOR III		4351	4569	4797	5038	5290
PART TIME PUBLIC WORKS CLERK		11.39/HR				
PART TIME METER READER		10.00/HR				
Senior Center						
SENIOR CITIZEN COORDINATOR		2408	2528	2655	2789	2927
NUTRITION COORDINATOR		11.00/HR				
Miscellaneous						
DEPARTMENT SECRETARY I		2866	3009	3160	3318	3483
DEPARTMENT SECRETARY I W/PLANNING COMMISSION MEETINGS		3010	3161	3318	3485	3659

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LIFEGUARD	10.00/HR				
LIFEGUARD/LEAD GUARD	10.00/HR				
LEAD GUARD	10.50/HR				
POOL CASHIER	10.00/HR				
POOL MANAGER	10.75/HR				
AQUA AEROBICS INSTRUCTOR	15.00/HR				
LEAD AQUA AEROBICS INSTRUCTOR	16.50/HR				

*KPOA/KPFA 1% MOU Raises Effective 7/1/16

HOUSEHOLD TANK PROGRAM AGREEMENT
BETWEEN THE CITY OF KINGSBURG AND
SELF HELP ENTERPRISES

This Household Tank Program Agreement (“**Agreement**”) is made this ____ day of _____ 2016 (“**Effective Date**”) by and between the CITY OF KINGSBURG, a charter city (“**CITY**”), and SELF HELP ENTERPRISES, a California corporation (“**SELF HELP**”).

RECITALS

WHEREAS, the purpose of this Agreement is to supply water on a temporary basis when drought conditions exist to residents of Kings County, California (“**KINGS COUNTY**”);

WHEREAS, SELF HELP and the CITY both were duly formed and operate under the laws of the State of California and are empowered to enter into this Agreement;

WHEREAS, KINGS COUNTY has retained the services of SELF HELP to assist KINGS COUNTY in providing its residents with sufficient alternative water sources solely for use during drought or other emergency conditions;

WHEREAS, CITY has water available and, in order to assist KINGS COUNTY and its drought relief efforts within the service area described hereafter, is agreeable to selling some of such water, on a temporary basis, to SELF HELP pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, CITY desires to require SELF HELP use the water to assist only residents within the area of KINGS COUNTY, as identified in Exhibit “A”;

WHEREAS, CITY and SELF HELP acknowledge that CITY’s sale of water to SELF HELP as provided in this Agreement in no way contemplates the transfer, in any way or in any manner, of any of CITY’s entitlement(s) or rights, whether contractual or otherwise, to any water right(s) or water supply that CITY holds as of the date of this Agreement or thereafter acquires and that neither SELF HELP nor KINGS COUNTY is not acquiring any present or future right or entitlement, of any kind or character, to receive water from CITY’s sources of water.

AGREEMENT

1. Recitals. The recitals and facts set forth above are true and correct and are incorporated by reference.

2. Term. This Agreement shall terminate at 11:59:59 P.M. local time on March 2, 2017, unless mutually extended in writing by the parties; provided that each party hereto shall have the right to terminate this Agreement without cause upon providing written notice to the other party at least fifteen (15) days prior to the effective date of termination.

3. Delivery and Cost of Water to SELF HELP.

a. CITY will make available to SELF HELP up to Three Hundred Twenty-Five Thousand Eight Hundred Fifty-One (325,851) gallons (one (1) acre foot) of water per month of water for delivery after the Effective Date of this Agreement, through March 2, 2017 pursuant to a written schedule mutually approved by the parties managerial staff.

b. SELF HELP shall be responsible for the safe transportation of all water acquired under this Agreement, which may occur through an appropriate vehicle such as a tanker truck. The point of delivery of water to SELF HELP shall be a water meter located at the fire hydrant assigned by CITY staff, where the water shall be loaded by SELF HELP onto its transport vehicle(s). Transfer of ownership of all water to the SELF HELP and SELF HELP's sole responsibility for the water shall occur upon exit of the water from said water meter. CITY may and SELF HELP shall monitor the amount of water delivered to SELF HELP during the term of this Agreement in order to ensure continued compliance with the requirements of this Agreement.

c. Not less than five (5) business days prior to the first transfer of water from CITY to SELF HELP, SELF HELP shall contact CITY and the parties must develop a mutually agreeable schedule for water deliveries, which must occur only during CITY's non-peak water-use hours and, in particular, such transfers must occur between 8:00 A.M. and 12:00 noon on weekdays.

d. Once water is delivered as indicated above, SELF HELP shall become the owner of said water and shall be solely responsible for ensuring the water reaches its ultimate destination and shall be solely responsible for the quality and potability of said water. The City does not warrant, represent or guaranty the quality of the water available for transfer and delivery to the SELF HELP.

e. SELF HELP shall compensate CITY for the actual metered amount of water provided at the rate of Five Dollars (\$5.00) for each One Thousand (1,000) gallons of water delivered which shall be due for each calendar month when this Agreement is in effect. The parties agree that CITY's actual cost for the delivered water may vary and, accordingly, may be adjusted upon prior written notice from CITY at least ten (10) business days before the effective date of the rate increase, especially if unanticipated expenses are incurred by CITY.

f. Notwithstanding any other provision within this Agreement, CITY shall not be obligated under this Agreement to supply any water to SELF HELP or KINGS COUNTY six months after the effective date of this Agreement, unless this Agreement is extended in writing signed by both parties. No notice shall be required from CITY prior to discontinuing supplying water under the terms of this Agreement.

g. No later than the fifth (5th) business day of each calendar month, CITY shall provide SELF HELP with a an accounting which shall include the total amount of water delivered in the preceding month, the rate per cubic foot and a total amount due.

h. SELF HELP shall compensate CITY for the total amount due as identified in the City accounting within twenty (20) days after the date of the accounting provided by CITY.

i. Notwithstanding any other provision in this Agreement, CITY management may, at any time, immediately suspend the transfer and sale of water under this Agreement if in the sole discretion of management it is believed that water which would otherwise be transferred and sold should be preserved for use by customers of CITY.

4. Approvals.

a. SELF HELP shall be responsible for the cost of obtaining any and all approvals legally required for purchase, sell, transfer and delivery of water under this Agreement.

b. The performance by both parties to this Agreement is contingent upon approval of the governing body of CITY and the board of directors of SELF HELP and any State or Federal agency from which approval is required prior to the sale and transfer of water.

c. Both parties shall cooperate in securing any and all necessary approvals. Obtaining such approvals shall be at the sole cost of SELF HELP.

5. Miscellaneous.

a. Warranty. Each party warrants that the foregoing recitals are true and correct, that each signatory to this Agreement has authority to enter into this Agreement on behalf their respective party.

b. Notices. Any notice to be given hereunder to either party shall be in writing and shall be given either by personal delivery (including express or courier service), telecopier transmission, or by registered or certified mail, with return receipt requested, postage prepaid and addressed as follows:

To SELF HELP:
Self Help Enterprises
8445 W. Elowin Ct.
Visalia, California 93291
Facsimile: 559-_____

To CITY:
Alex Henderson
1401 Draper Street
Kingsburg, California
Facsimile: 559-897-5568

c. Indemnification. SELF HELP shall protect, defend, indemnify and hold harmless CITY, its officials, officers, agents, servants, employees and consultants from and against any and all loses, claims, liens, demands and causes of action of every kind and character on account of personal injuries, death or damage to property and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by SELF HELP hereunder or arising directly or indirectly from or in any way related to the water provided by the City to SELF HELP or KINGS COUNTY, including, without limitation,

arising, in any way from the quality of water provided by CITY hereunder. This indemnification obligation of SELF HELP includes any action by any person or governmental agency against CITY, whether for damages, civil penalties, equitable and/or declaratory relief, concerning any alleged harm to the claimant(s) or the claimant(s)' water rights, a misappropriation of water or violation of any law or regulation arising from or pertaining to a declared drought, allegedly arising to any degree from CITY's delivery of surplus water to SELF HELP under this Agreement. This indemnification obligation shall continue beyond and shall survive the termination of this Agreement for any reason, including, without limitation, as to any acts or omissions occurring under this Agreement, water supplied hereunder or any extension of this Agreement.

d. Successors and Assigns. The terms and provisions of this Agreement shall bind and shall inure to the benefit of the successors and assigns of the respective parties thereto. Except that, City will have no obligation to provide water under this Agreement to any person or entity other than SELF HELP.

e. Amendments. Amendments to this Agreement shall be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.

f. Force Majeure. Except as otherwise provided herein, all obligations of the parties hereto shall be suspended so long as, and to the extent that, the performance thereof shall be prevented by earthquakes, fires, tornadoes, facility failure, floods, drowning, strikes, drought or other casualties or acts of God, orders of any court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto.

g. Contentions. Consistent with the provisions of Water Code §§ 475 and 1244, parties agree that neither the transfer of water under this Agreement nor this Agreement is evidence of the availability of additional water beyond the terms of this Agreement or lack of beneficial use by CITY of the water transferred under this Agreement, and neither party shall contend otherwise.

h. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

i. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent allowed by law.

j. No Warranty or Guaranty of Water Quality. The parties further agree that CITY cannot and does not guaranty or warranty any minimum water quality and that the water sold to SELF HELP under to this Agreement is sold as-is and with all faults, if any. Any

minimum water quality obligations existing between SELF HELP and its end-users shall remain the ultimate and sole responsibility of SELF HELP.

k. No Third-Party Beneficiaries Intended. The parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

l. Entire Agreement Represented. This Agreement represents the entire Agreement between CITY and SELF HELP as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

m. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

n. Construction. This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

o. Waivers. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

p. Exhibits And Recitals. The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

IN WITNESS THEREOF, the parties execute this Agreement on the Effective Date first written above.

CITY OF KINGSBURG

By: _____
ALEX HENDERSON, City Manager

SELF HELP ENTERPRISES,
a California corporation

By: _____
TIMOTHY COLLISHAW, President

By: _____
_____, Secretary



Meeting Date: 03/02/2016
Agenda Item: V1

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor and Kingsburg City Council

REPORT FROM: Ashlee Winslow - Schmal
Community Services and Senior Citizens Coordinator

REVIEWED BY:

AP

AGENDA ITEM: Commission Funds - Expenditure Request

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

For the 2015/2016 budget year, the City Council Awarded the Community Services Commission \$45,000.00 to spend on projects they felt needed attention. The caveat was that they needed to request permission from the City Council prior to actual use of funds.

The Commission is recommending the expenditure of the following items:

1. **Swedish Festival Pop Up Skate Park - \$7,000.00:** The Commission has been working to try to find a way to rally support for a skate park, with no luck in finding a permanent location, the Commission has been working with Keen Ramps out of Long Beach. They provide a pop-up skate park options for areas with no skate park. Keen Ramps has agreed to come up and help host a pop-up skate park during Swedish Festival.

The cost includes: one day of open skate, a competition, promotional items, along with a variety of other items that will host create a positive skateboarding environment.

2. **Dog Park Shade Structure - \$2,500.00:** To continue in the development of the Dog Park, the Commission has approved to purchase a shade structure from Wildwood Curtain Sides.

The cost includes: design, fabrication and installation of the structure.

3. **Painting of the Memorial Park Stage and Restrooms - \$8,200.00:** This project will be a joint venture with the Beautification Committee and they will be sharing the costs for the project. The goal is to try to have this project completed before Swedish Festival.

The cost includes: cleaning, sanding, repairs and painting to the exterior and the restrooms. It has been noted that he will not touch the mural paintings on the exterior.

RECOMMENDED ACTION BY CITY COUNCIL

1. Approve the expenditure requests and direct staff to move forward with these projects.

POLICY ALTERNATIVE(S)

1. The Council can deny the continuation of these projects and direct the staff and commission in a direction to better direct the commission with how they should be spending the funds.

REASON FOR RECOMMENDATION/KEY METRIC

1. The Commission wants to utilize the funds they have been given by Council in the most productive way possible. At the next Commission Meeting, the Commissioners will be looking at the remainder of their funds and how they are going to spend them and providing the Council with a more formal timeline of expenditure of the remaining funds.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|--------------------|
| 1. Is There A Fiscal Impact? | Yes |
| 2. Is it Currently Budgeted? | Yes |
| 3. If Budgeted, Which Line? | 001-2800-529.57-01 |

PRIOR ACTION/REVIEW

None.

BACKGROUND INFORMATION

None.

ATTACHED INFORMATION

1. Cost and Information from Keen Ramps.
2. Estimate and design from Wildwood Curtain Sides.
3. Proposal from Bryan's Classic Colors.

From Cory Keen:

I've attached are a couple of renderings of what I think would work best for your pop-up skatepark event. Also for your reference, I've attached some pictures of similar courses we've created for demo and contest purposes. Costs for the setup in the renderings breaks down as follows:

- (2) 3'x6' Quarter Pipes: \$478
- (2) 3'x8' Quarter Pipes: \$598
- large contest scale A-frame: \$499
- 14"x6' wedge: \$139
- Ramp to Rail: \$189
- (2) 32"x10" wedges: \$138
- (2) 1'x2' kicker ramps: \$118
- 6' plaza pad grind box: \$149
- 7' adjustable round rail: \$75
- Fuel: \$390 (520 miles roundtrip @ .75/ mile)
- Setup labor: \$195
- Strike/ loud out labor: \$195

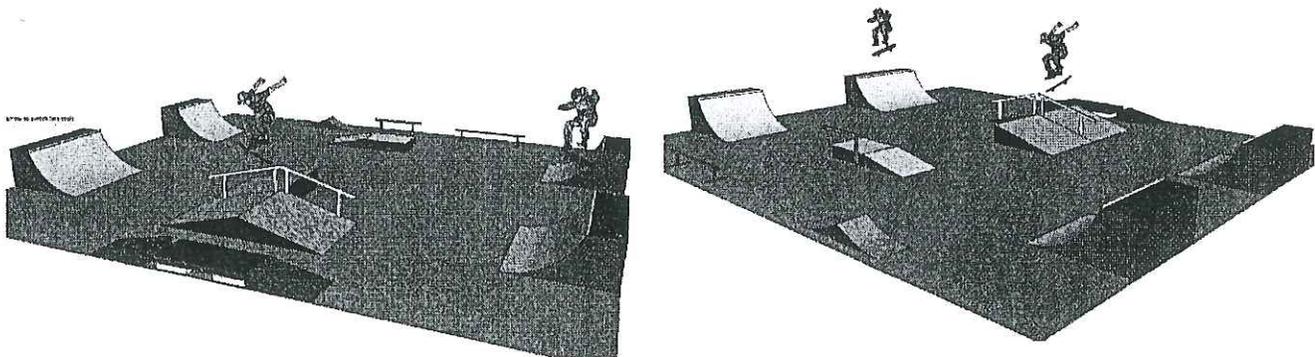
total: \$3,163

bulk discount (no fuel charge): \$390

TOTAL: \$2,773

We can scale the course down some get you closer to the \$1,500 range if you'd like. Also if you want to go bigger, we can accommodate you as well (i.e. something similar to some of the attached photos). I know you mentioned that you might want to have this happen multiple times... in that scenario we would of course work with you even more on price.

I also want to mention that often times we have provided demo and/or contest coordination/ logistic services in which we provide an announcer, giveaways and prize packages for winners, judges, professional guest skaters, etc. Let me know if that's something you might be interested in and I'll put together some separate figures.



Skate Park Subcommittee Report
12/28/15

The subcommittee did not meet this month. We will try to get together in early January.

Findings:

1. Called City of Parlier to find out where their skate park is and how big it is. Austin Bratton indicated that their park is very nice and a good size. Spoke with Shun Patlan, Director of Community Development for City of Parlier. They had a skate park and it was well used for several years. In the past 2-3 years, it became a problem. The equipment was failing and people started to vandalize the park. The Parlier City Council decided to remove the skate park and is currently developing the area as basketball courts. Shun indicated that even though their skate park was located right by the Parlier police department it didn't stop the problems. The City of Parlier is currently developing a new, large park. Their plan is to have a "skate plaza" *within* the new park.
2. Called Orchard Church to speak with the pastor who had previously explored the idea of a skate park in town. Was informed by secretary that that pastor is no longer there. They did not have any information on vendors they used to have a skate day in their parking lot in 2009.
3. There are some companies that rent our ramps for Pop-Up Skate Park Events. An idea would be to rent out the ramps on 3 different Saturdays in March, April, and May. Ramps would be located in various church parking lots in town. Per Ashlee, liability would be covered by the City of Kingsburg. Cost per event \$1500+ depending on number of ramps we choose.

Benefits of creating a pop-up skate park:

- Have ramps available to kids this year, rather than waiting for a permanent park
- Find out who is interested in helping to develop a permanent skate park
- Build the skate community in town to create a base of support for permanent park

Contacted Keen Ramps in Long Beach, CA. They rent out their ramps for "pop-up skatepark" events and would be willing to drive to Kingsburg. Cory Keen sent information about the costs and possibilities (see below).

-Catherine Hambleton

surfacing
skaters at one-time
space needed for a
park
#Days time

2. Option 2: "Interactive Contest" - \$3,985*

- Staffing
 - i. Contest Coordinator
 - Park Supervision, check-in, waiver dist., maintenance station, judging assistance
 - a. 12 hours @ \$40/hr: \$480
 - b. Travel expenses (2 day per diem): \$120
 - ii. Logistics Coordinator
 - Signing up contestants, assigning numbers, logging scores, judging,
 - a. 12 hours @ \$40/hr: \$480
 - b. Travel expenses (2 day per diem): \$120
 - iii. M.C.
 - Announcer and hype-man extraordinaire: (Aaron "Ajax" Johnson)
 - a. (5 and 3 hour sessions (8 hrs) @ \$75/ hour): \$600
 - b. Travel expenses (2 day per diem): \$120
 - iv. DJ
 - Will hire local DJ – 6 hours between 2 days @ \$75/ hr: \$450
- Equipment
 - i. PA system and speakers - \$189
 - ii. Generator - \$60
 - iii. Table, chairs, canopy, etc. – no charge
- Promotion
 - i. Design unique promotional flyer for event (will provide client with high res. pdf as well as jpeg versions)
 - a. 4 hours graphic design \$80/ hr: \$320
- Product and Giveaways
 - i. Customized Contest Medals
 - a. 1st, 2nd, 3rd for 2 age groups - \$76
 - ii. Prize packages
 - (3) 1st place prize packs with \$150 retail value in skate goods
 - (3) 2nd place prize packs with \$100 retail value in skate goods
 - (3) 3rd place prize packs with \$50 retail value in skate goods
 - a. Approx. half of goods will be purchased and the other approx. half to be provided by sponsoring skate companies
 - b. \$450
 - iii. skateboard decks for "Worst Board" giveaway
 - a. 2 x \$55 = \$110
 - iv. Etnies online gift certificates for free pair of shoes
 - a. 2 x \$65 = \$130
 - v. Sponsorship coordination
 - Minimum of 6 skate industry sponsors to provide t-shirts, stickers, hats, and/or other promotional giveaway items
 - a. 7 hours @ \$40/hr of coordination/ product retrieval: \$280





Keen Ramps
3914 Cherry Ave.
Long Beach, CA 90807
(562) 715-8643
info@keenramps.com

RENTAL AGREEMENT

Keen Ramps rents to RENTER signing this agreement skate ramp obstacles specified above subject to all the terms and conditions set forth in this Rental Agreement and RENTER agrees:

1. The skate ramp obstacles are the property of Keen Ramps and are in good condition. RENTER will return the skate ramp obstacles in a slightly more used condition than when originally rented. Keen Ramps may repossess the skate ramp obstacles without demand at any time if it is used in violation of the terms of this agreement.
2. RENTER may cancel this order within 24 hours prior pickup at no cost to the RENTER. In the event RENTER cancels this order within 24 hours; RENTER will be charged a cancellation fee equal to a rental day.
3. Keen Ramps shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by RENTER, its agents, or employees, or any other person on the skate ramps, either before or after the return thereof Keen Ramps. RENTER assumes all risk of such loss or damage and waives all claims against Keen Ramps by reason thereof and RENTER agrees to hold Keen Ramps harmless from and to defend and indemnify Keen Ramps against all claims based upon or arising out of such loss or damage.
4. RENTER assumes all risk and liability for any loss, damage or injury, including death, to persons or property of RENTER or others arising out of use.
5. The additional conditions outlined above have been reviewed and accepted as part of this agreement.
6. RENTER is responsible for the skate ramp obstacles and will reimburse Keen Ramps for the resale cost of any skate ramp that may go missing. The RENTER understands and authorizes that Keen Ramps will charge the credit card for any costs or the replacement costs of the skate ramps.
7. The following restrictions are cumulative and each shall apply to every use of the skate ramps. Under no circumstances shall the skate ramp obstacles be used by any person: a) under the age of 18 (unless parent or guardian is present upon time of use and assumes full responsibility for injury if anything should happen); or b) while under the influence of intoxicants; or c) in an unsafe manner.
8. RENTER shall defend, identify and hold harmless Keen Ramps, all of their agents, employees, or affiliates from and against any and all losses, liability claims, damages, injuries, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by persons that may arise from the use of the skate ramp obstacles, provided that such loss or damage was not caused by the fault or gross negligence and willful misconduct of Keen Ramps or its employees.
9. RENTER assumes all costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use of the skate ramp obstacles.
10. Keen Ramps assumes no liability or responsibility for any acts or omissions of RENTER or of RENTER'S agents, employees, or affiliates.

11. RENTER shall notify Keen Ramps immediately of any and all accidents and damage resulting from the use of the skate ramp obstacles.
12. RENTER shall require all skateboard participants use reasonable care/ diligence and comply with the terms of this agreement.
13. RENTER agrees to pay all costs, expenses, and attorney's fees incurred by Keen Ramps in collecting sums due or in regaining possession of skate ramp obstacles or in enforcing or recovering any damage, losses or claims against RENTER.
14. RENTER or the skateboard participant shall in no event be deemed the agent or employee of Keen Ramps any manner or for any purpose whatsoever.
15. Any individual executing this Agreement as RENTER in a representative capacity shall be bound personally, jointly and severally, with such fiduciary, corporation or other entity as to all obligations, expressed or implied, arising hereunder.
16. This Agreement shall be binding upon the distributees, heirs, next of kin, executors, administrators and personal representatives of the undersigned RENTER.
17. If any provisions hereof or the application of any provisions to any person or circumstance is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

I have read the rental agreement below and understand and agree to the charges being made to my credit card.

Signature _____

Date: _____

Wildwood Curtain Sides, Inc.

P.O. BOX 464
KINGSBURG, CA 93631 US
(559) 897-2597
tjohnson@wildwoodcurtainsides.com

Estimate

ADDRESS
CITY HALL OF KINGSBURG
CITY OF KINGSBURG
1401 DRAPER STREET
KINGSBURG, CA 93631

ESTIMATE #	DATE
1438	02/16/2016

ACTIVITY	QTY	RATE	AMOUNT
SHADE STRUCTURE Cantilever Shade Structure 16' * 10' * 8'. Installed. Painted White with Green Shading (90%).	1	2,500.00	2,500.00T

\$ 2,300

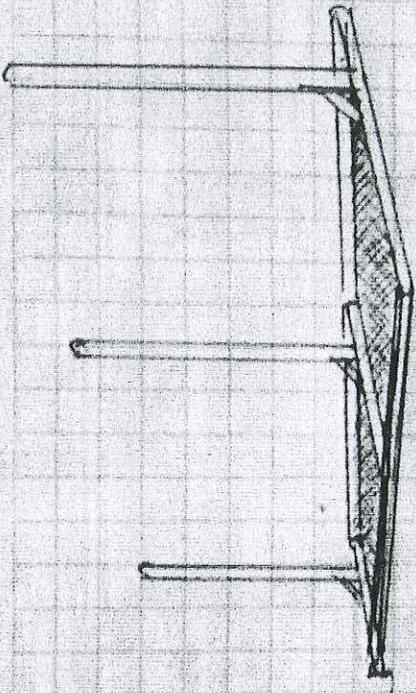
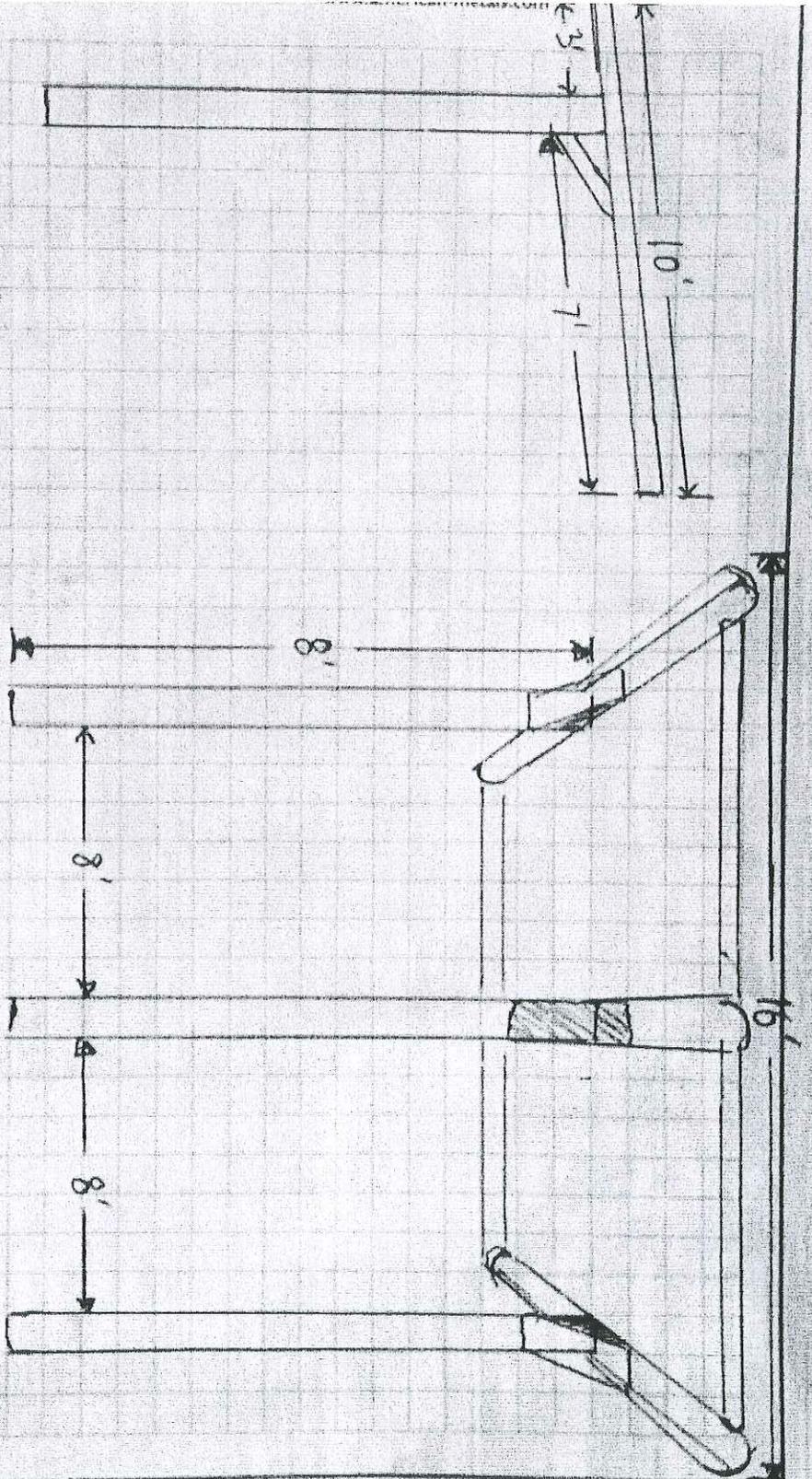
SUBTOTAL ~~2,500.00~~
TAX (8.225%) 205.63
TOTAL ~~\$2,705.63~~

Per Melissa

\$ 200.00 = 2489.

Accepted By

Accepted Date



DOG PARK
SHADE
COVER

WILDWOOD

WEST SIDE

Lic. #715611

Bryan Davis
Owner

Bryan's Classic Colors

Interior & Exterior
Residential • Commercial



2370 Harold St.
Kingsburg, CA 93631
Ph: (559) 897-3321
Cell: (559) 916-0650
bryankngsbrg@aol.com
www.bryanspainting.com

n's Classic Colors

2370 Harold St.
Kingsburg, Ca. 93631
(559) 897-3321
Lic. # 715611
www.bryanspainting.com

Proposal

Date: 11/04/15

To: Attn: Ashlee Schmal
City of Kingsburg
1401 Draper St.
Kingsburg, Ca. 93631

559 897-6549

Re: Painting Estimate
Memorial Park Concert Hall
Kingsburg, Ca.

Description of Worked Proposed

Concert Hall:

- * Pressure wash building to remove dust and loose paint in preparation for painting.
- * Repair stucco damage to base of exterior walls. Typical of entire perimeter.
- * Mask all adjacent surfaces as required to prevent over spray damage. Including murals.
- * Spray an exterior latex low-sheen finish on all walls and overhangs. Exact color pending.
- * Sand all wood trim as required and paint two coats of an exterior low-sheen finish. Exact Color pending.
- * Sand all metal doors and paint with an exterior semi-gloss oil-based finish. Typical of 3.
- * Sand all handrails and paint with an oil-based finish. Total of approx. 80 lineal ft.
- * Sand metal support columns and paint with an exterior sem-gloss oil-based finish. Typical of 2.
- * Prepare as required and paint decorative eyebrows located on roof. Typical of 2.
- * Paint safety stripes on the edge of all access steps to stage with a non-slip safety yellow paint.
- * Paint all metal security window screens with an exterior oil-based finish.

Restrooms:

- Clean surfaces as required and paint walls and ceilings with an exterior latex semi-gloss finish.
- Paint metal security screen doors and metal storage room doors with an exterior oil-based finish.
- Clean metal privacy screens as required and paint with an oil-based finish.

Notes:

- Existing murals are not to be painted over and will be cut in by hand with new finish.
- All metal substrates shall have a rust-inhibitive oil-based finish.
- Premium Dunn-Edwards finishes are specified for this project.
- Certificates of worker's compensation insurance and liability insurance are available upon request.
- Estimated time to complete work as mentioned above - 3 weeks.

Estimated Total Labor and Material: \$8,200.00

X

Date:

Signature of acceptance required and 20% down, remainder due upon completion.

Thank You

HD Custom Painting

License # 981939

OWNER INFORMATION

Name: City of Kingsburg
Address: Memorial Park
City, State ZIP: Kingsburg, CA 93631
Phone: 897-5621
Email:

CONTRACTOR INFORMATION

Company: HD Custom Painting
Name: Ryan Hoenig
Address: P.O. Box 704
City, State ZIP: Kingsburg CA 93631
Phone: 559-305-1157
Email: Hoenigdennis@yahoo.com

Project name: Painting the Memorial Park stage and Bathrooms.

SCOPE OF WORK

Pressure wash all exterior of stage and inside bathrooms to knock off dirt. Scrape all loose paint off of fascia board, handrails, loose stucco that is bad, and anything else on exterior that is loose or peeling. Sand all surfaces being scraped except the stucco. Mask and drop off all surfaces and other things that are not being so that paint will not proceed to get on them. Use Weld Crete adhesive on stage ceiling and around base of stage for bonding of stucco to fix the cracks on the ceiling and to fix the peeling stucco on the base of stage. Paint all stucco with 2 coats of Kelly Moore professional exterior flat paint to seal stucco surface. Paint all fascia board with 2 coats of Kelly Moore professional satin paint to help preserve all wood trim and doors. Paint all the handrails with a red oxide primer to hold out the rust and then paint with 2 coats of Kelly Moore DTM (Direct to Metal) gloss finish for a nice shine and good hand feel. Paint doors on stage with 2 coats of paint to match the stucco. Paint metal gridded windows for bathrooms with 2 coats of black DTM. Paint interior of both bathrooms ceilings and walls and storage closet doors with 2 coats of Kelly Moore professional semi-gloss to help make it easier to keep clean. Paint both bathroom gate doors with 2 coats DTM. All colors for project to be determined.

COMPANY PROPOSAL

All materials needed for completion of the job will be furnished by HD Custom Painting and are included in the price. Total cost for job is \$13,850 Down payment of 20% due upon starting of job.

Ryan Hoenig

Submitted by (Company Representative)

11/14/2015

Date

OWNER ACCEPTANCE

I, _____, do accept the above scope of work, proposed on 11/14/2015 for the amount of \$13,850.00

Submitted by (home owner or authorized representative)

Date



Meeting Date: 03/02/2016
Agenda Item: V 2

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Blayney & City Council

REPORT FROM: Alexander J. Henderson, City Manager

REVIEWED BY:



AGENDA ITEM: 2016 Water Conservation Update

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

City Council has discussed the ongoing drought and mandated water conservation measures for well over one year. Over this time, Council has enacted several regulations to curb usage (see Prior Action below). In early February, the State Water Resources Control Board announced they will continue with conservation efforts through October, 2016. While the majority of their language remains the same, the conservation efforts come with some adjustments to the guidelines that were in place in 2015:

1. A conservation adjustment (credit) based upon local climate and evapotranspiration
2. Consideration of significant growth, new permanent water connections (credit)
3. Recognizing drought resilient sources of potable water supply (water banking)

The City qualifies for item #1 above, meaning we will receive a 2% credit for conservation efforts due to our location and climate. This means our mandated reduction will be 34%, as compared to 36% last year. Given these standards, we would have met or exceeded our requirement in every month (June – January) since the original EO was enacted in 2015. It should be noted that the baseline will remain usage from 2013.

Given the success over the past three months (November – January) in meeting an exceeding our mandate, staff is recommending to continue with the new regulations that promote whole community conservation. We will continue to evaluate our progress on a monthly basis to provide opportunity for public input and options for improving the program.

RECOMMENDED ACTION BY CITY COUNCIL

1. Continue with the current conservation program and evaluate progress monthly.

POLICY ALTERNATIVE(S)

1. Council could choose to modify the existing program.

REASON FOR RECOMMENDATION/KEY METRIC

1. To promote the conservation of water resources in light of an exceptional drought.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>YES</u> |
| 2. Is it Currently Budgeted? | <u>N/A</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

PRIOR ACTION/REVIEW

The City Council has discussed water conservation measures consistently over the past year (since the Governor's EO was issued). Council has taken action on the following:

1. Reduction of outdoor watering days from three (3) to two (2).
2. Prohibition of outdoor watering between 6:00am-8:00pm.
3. Public/Partnership incentive programs to allow residents to purchase water timing devices. Funds to support this incentive would be provided through a portion of the penalty charges accumulated from water sales, as well as any fines collected from water abuse citations. Initial funding to be capped at \$10,000 with a potential to be expanded depending upon program success.
4. Additional funding for increased enforcement during non-business hours. Additional funding for enforcement to be capped at \$5,000. To date, 46 citations for watering infractions have been issued.
5. Public/private "best idea" program. Those with water saving ideas were entered into a raffle for a gift card to a local business.
6. Maximum residential usage (monthly basis) allotments accompanied by a \$45.00 overuse fine.

After four months of data and experience with the penalty system, Council adopted new guidelines for water conservation. Under the new guidelines, all residents are encouraged to reduce usage. If the City meets the mandate for the month, no fines are issued to anyone. If we do not meet our mandate, the highest 5% of users are fined \$75. This involves penalizing 162 (5%) of our residential users each month. The change was in response to several concerns relayed about the ability to meet the previously adopted maximum use mandates in the low use winter months. In addition, the Council wanted to find a balance for those homes who have more occupants but are still working to conserve. This particular revision promotes conservation across the board. If we all do our part to conserve, then no fines are issued.

BACKGROUND INFORMATION

On July 15, 2014, the California State Water Resources Control Board adopted Emergency Regulations to promote the conservation of water resources in response to the Governor Brown's proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions throughout the State of California. On April 1, 2015, Governor Brown issued an Executive Order B-29-15 (EO) requiring further mandatory cutbacks. Some highlights of the EO include:

1. Mandatory 25% aggregate State-wide water reductions
2. Replace 50 million square feet of lawns throughout the state with drought tolerant landscaping in partnership with local governments;
3. Direct the creation of a temporary, statewide consumer rebate program to replace old appliances with more water and energy efficient models;
4. Require campuses, golf courses, cemeteries and other large landscapes to make significant cuts in water use; and
5. Prohibit new homes and developments from irrigating with potable water unless water-efficient drip irrigation systems are used, and ban watering of ornamental grass on public street medians.

6. The Governor's order calls on local water agencies to adjust their rate structures to implement conservation pricing, recognized as an effective way to realize water reductions and discourage water waste.
7. Incentivizing promising new technology that will make California more water efficient through a new program administered by the California Energy Commission.

On May 21, 2015, City Council adopted the following maximum monthly allotments:

Month	Maximum Allotment
June	27,000.00
July	27,000.00
August	27,000.00
September	27,000.00
October	16,000.00
November	12,000.00
December	11,000.00
January, 2016	11,000.00
February, 2016	11,000.00

To provide some background on how these restrictions affect regular indoor water use, the State Water Resources Board has indicated that "every person should be able to keep indoor water use to no more than 55 gallons per day." Using a 30-day period, that would equal the following:

1. Two person household: 3,300 gallons
2. Three person household: 4,950 gallons
3. Four person household: 6,600 gallons
4. Five person household: 8,250 gallons
5. Six person household: 9,900 gallons

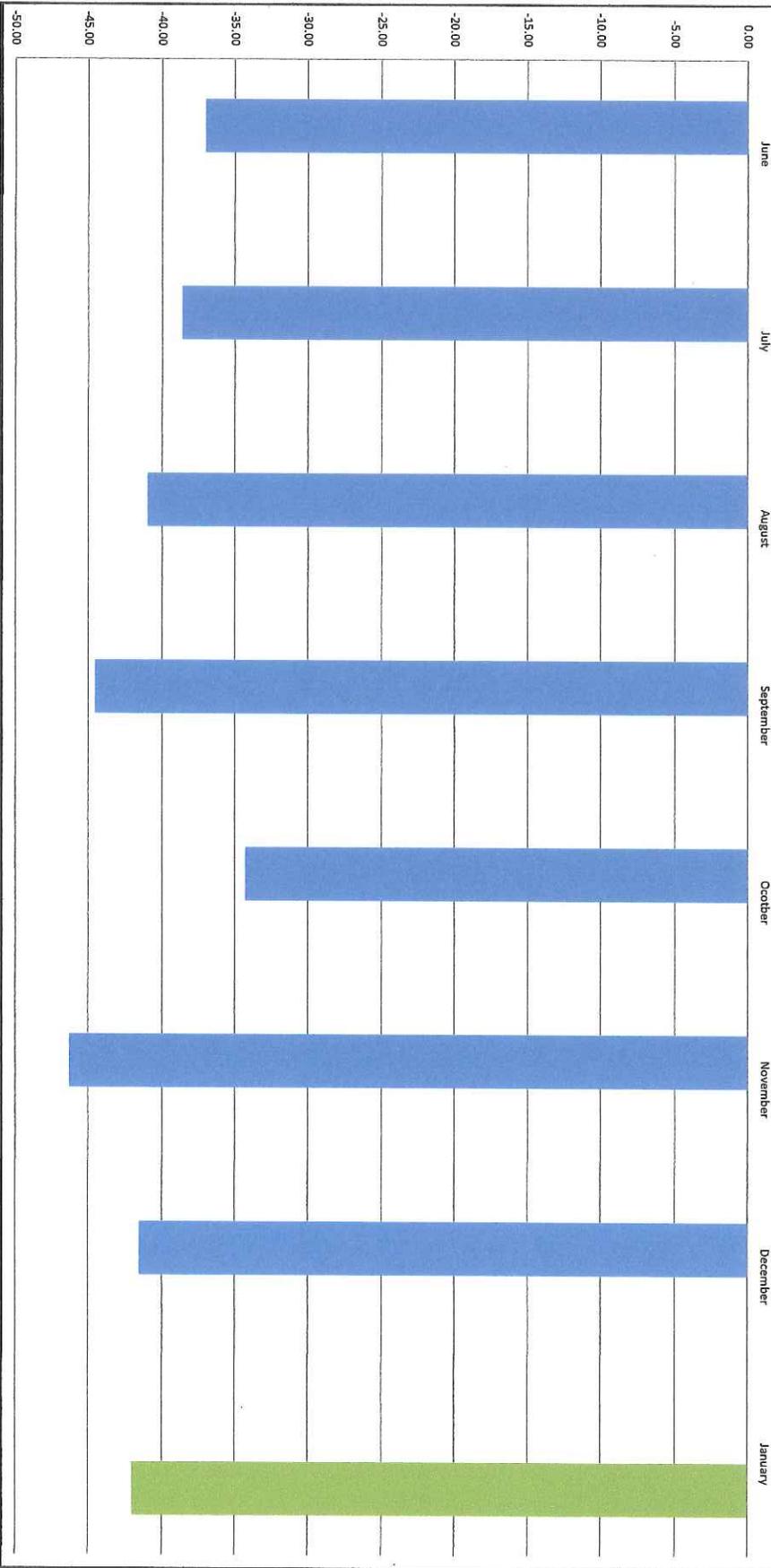
During the October 21, 2015 meeting, Council voted to amend these requirements to help reflect lower usage winter months and in response to concerns raised by those with larger households, as well as a way to incentivize all residents to lower their consumption. This action removed the previously adopted allotments for the months of November – February.

ATTACHED INFORMATION

1. Kingsburg Usage Spreadsheet & Graph
2. SWRCB Conservation Standard & Methodology
3. SWRCB Extension Fact Sheet

Kingsburg Water Production Totals Reported in Million Gallons									
	2013	2014	2015	2016	% Change from 2014-2015	% Change from 2013-2015	% Change from 2013-2016	Average Gallons Per Capita 2015 (Not in million gallon usage)	Avg. Month
January	49.9	62.6	45.3	28.922	-27.64%	-9.22%	-42.04%	123,980	48.62
February	50	49.2	39.9		-18.90%	-20.20%		137,539	45.68
March	87.2	69.2	67.1		-3.03%	-23.05%		216,655	69.63
April	117.1	88.3	78,789		-10.77%	-32.72%		195,757	89.88
May	143.6	119.6	86.8		-27.42%	-39.55%		208,472	113
June	161.8	136.3	101.9		-25.24%	-37.02%		253,178	143.25
July	170.1	141.6	104.39		-26.28%	-38.63%		259,365	163.14
August	162.4	131.4	96.86		-27.05%	-40.97%		238,171	158.74
September	140.9	118.2	78,172		-33.86%	-44.52%		194,224	138.56
October	119.6	107	78.6		-26.54%	-34.28%		195,288	113.22
November	79.2	61.1	42,554		-30.35%	-46.27%		105.73	69.22
December	62.6	45	36.6		-18.67%	-41.53%		90.94	52.34
Year Total	1344,40	1129,50	855,97	28,92	-22.98%	-34.00%	-97.85%		
					TOTAL SINCE JUNE	-40.46%			

Kingsburg Water Production Totals Reported in Million Gallons -% of Change from 2013-2015 (for January 2013-2016)



DRAFT Urban Water Supplier Conservation Standard for Extended Emergency Regulation Rulemaking - 2016
 Supplier Conservation Standards

Supplier Name	Original Conservation Standard (Released 7/17/15)	DRAFT Adjusted Conservation Standard ¹
Hi-Desert Water District	16%	13%
Hillsborough Town of	36%	36%
Hollister City of	20%	20%
Humboldt Bay Municipal Water District	4%	4%
Humboldt Community Service District	24%	12%
Huntington Beach City of	20%	20%
Huntington Park City of	8%	8%
Imperial, City of	24%	20%
Indian Wells Valley Water District	36%	32%
Indio City of	32%	28%
Inglewood City of	12%	12%
Irvine Ranch Water District	16%	16%
Joshua Basin Water District	28%	20%
Jurupa Community Service District	28%	28%
Kerman, City of	32%	29%
Kingsburg, City of	36%	34%
La Habra City of Public Works	28%	28%
La Palma City of	20%	20%
La Verne City of	32%	32%
Laguna Beach County Water District	24%	24%
Lake Arrowhead Community Services District	16%	13%
Lake Hemet Municipal Water District	28%	28%
Lakeside Water District	20%	20%
Lakewood City of	20%	20%
Lamont Public Utility District	28%	25%
Las Virgenes Municipal Water District	36%	36%
Lathrop, City of	20%	18%
Lee Lake Water District	32%	32%
Lemoore City of	32%	28%
Lincoln City of	32%	29%
Lincoln Avenue Water Company	28%	28%
Linda County Water District	32%	29%
Livermore City of Division of Water Resources	20%	17%
Livingston City of	32%	29%
Lodi City of Public Works Department	32%	30%
Loma Linda City of	32%	32%
Lomita City of	20%	20%
Lompoc City of	12%	12%
Long Beach City of	16%	12%
Los Angeles County Public Works Waterworks District 29	36%	36%
Los Angeles County Public Works Waterworks District 40	32%	28%
Los Angeles Department of Water and Power	16%	16%

¹ Based on REVISED R-GPCD (as reported by 1/1/16) and Climate Adjustment
 For more information see Adjustments to Supplier Conservation Standards table

Supplier Name	REVISED Jul-Sep 2014 R-GPCD (as reported by 1/1/16)	Climate Adjustment				DRAFT Adjusted Conservation Standard ¹
		Supplier CIMIS ETo Zone ²	Supplier Average ETo Jul-Sep (inches/month)	% Deviation from Statewide Average ETo Jul-Sep (6.34 in/month)	Climate Adjustment ³	
Kerman, City of	192.7	15	7.38	16%	3%	29%
Kingsburg, City of	332.7	12	6.86	8%	2%	34%
La Habra City of Public Works	137.5	6	5.84	-8%	0%	28%
La Palma City of	96.1	3	5.02	-21%	0%	20%
La Verne City of	176.5	9	6.65	5%	0%	32%
Laguna Beach County Water District	121.0	3	5.02	-21%	0%	24%
Lake Arrowhead Community Services District	81.5	14	7.38	16%	3%	13%
Lake Hemet Municipal Water District	150.5	9	6.65	5%	0%	28%
Lakeside Water District	109.2	9	6.65	5%	0%	20%
Lakewood City of	105.0	3	5.02	-21%	0%	20%
Lamont Public Utility District	163.9	15	7.38	16%	3%	25%
Las Virgenes Municipal Water District	318.4	3	5.02	-21%	0%	36%
Lathrop, City of	100.5	12	6.86	8%	2%	18%
Lee Lake Water District	173.0	6	5.84	-8%	0%	32%
Lemoore City of	198.9	16	7.99	26%	4%	28%
Lincoln City of	193.4	14	7.38	16%	3%	29%
Lincoln Avenue Water Company	137.2	9	6.65	5%	0%	28%
Linda County Water District	211.0	14	7.38	16%	3%	29%
Livermore City of Division of Water Resources	100.0	14	7.38	16%	3%	17%
Livingston City of	204.2	15	7.38	16%	3%	29%
Lodi City of Public Works Department	210.3	12	6.86	8%	2%	30%
Loma Linda City of	173.2	9	6.65	5%	0%	32%
Lomita City of	98.3	3	5.02	-21%	0%	20%
Lompoc City of	76.6	3	5.02	-21%	0%	12%
Long Beach City of	79.6	3	5.02	-21%	0%	12%
Los Angeles County Public Works Waterworks District 29	325.2	3	5.02	-21%	0%	36%

¹ Based on REVISED R-GPCD and Climate Adjustment

² Zone Map - http://www.cimis.water.ca.gov/App_Themes/images/etozonemap.jpg

³ "n/a" if supplier conservation standard cannot drop below 8% or is in 4% tier



Fact Sheet

Extending the Emergency Water Conservation Regulation

New Regulatory Changes to Achieve Statewide Reductions in Urban Potable Water Usage

On November 13, 2015, Governor Edmund G. Brown Jr. issued Executive Order B-36-15 calling for an extension of urban water use restrictions until October 31, 2016, should drought conditions persist. Given the severity of the water deficits over the past four years many of California's reservoirs and groundwater basins remain depleted and the need for continued water conservation persists. The November executive order directs the State Water Resources Control Board (State Water Board) to consider modifying the restrictions on water use and incorporate insights gained from the existing restrictions.

The State Water Board's adoption of Resolution No. 2015-0032 and its May 2015 Emergency Regulation addressed specific provisions of Executive Order B-29-15, including mandating a 25 percent statewide reduction in potable urban water use between June 2015 and February 2016. To reach the statewide 25 percent reduction mandate and consistent with Executive Order B-29-15, the Emergency Regulation identified a conservation tier for each urban water supplier, between four percent and 36 percent, based on residential per capita water use for the months of July - September 2014. As directed under Resolution No. 2015-0032, State Water Board staff worked with stakeholders to develop and consider a range of factors that contribute to water use, including climate, growth and investment in drought-resilient supplies, to devise options for refining the new extended emergency regulation.

The new Emergency Regulation extends the requirements of the May 2015 Emergency Regulation and offers modest adjustments to help to respond to some of the reasonable concerns suppliers have raised to the State Water Board since it first considered the May 2015 Emergency Regulation.

What's Next

Executive Order B-36-15 directs the State Water Board to extend restrictions to achieve a statewide reduction in urban potable water usage through October 2016, based on drought conditions known through January 2016. A significant portion of the state's rainfall and snowpack occurs in February and March. The State Water Board directed staff to monitor

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY



STATE WATER RESOURCES CONTROL BOARD
1001 I Street, Sacramento, CA 95814 • 916-341-5254 • Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 • www.waterboards.ca.gov



and evaluate available data on precipitation, snowpack, reservoir storage levels, and other factors and report back to the Board in March and April, 2016 and, if conditions warrant, promptly bring a proposal before the State Water Board to adjust or eliminate the Emergency Regulation, no later than the second regularly-scheduled May 2016 Board meeting.

Staff will also engage with the Department of Water Resources and other stakeholders to develop a proposed framework for enhanced urban water conservation, efficiency and resilience and report back to the Board on options for transitioning to a more resilience-based approach for the future by May 1, 2016.

If snowpack, reservoir and other water supply conditions don't warrant any modifications to the emergency regulation when staff reports back to the Board, the State Water Board expects suppliers and their customers will save more than one million acre-feet of water, or about as much water as is currently in Lake Oroville, in response to the regulation. This savings will be in addition to the 1.2 million acre-feet the State is on track to have saved from June 2015 through February 2016.

Information on the February 2, 2016 Emergency Regulation is on the State Water Board's [webpage](#).

New Emergency Regulation - Key Provisions

The February 2016 Emergency Regulation essentially extends the existing May 2015 Emergency Regulation and maintains many of the same requirements.

Changes to the May 2015 Emergency Regulation Include:

- Credits and adjustments to urban water suppliers' conservation standards that consider the differences in climate affecting different parts of the state; growth experienced by urban areas; and significant investments that have been made to create new, local, drought-resilient sources of potable water supply;
- Penalties for homeowners' associations or community service organizations impeding homeowners from reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in existing Civil Code provisions; and
- Updates to compliance and reporting timelines.

Conservation Standard for Urban Water Suppliers

As statewide drought conditions persist, all water suppliers need to continue to meet their individual conservation standards. Since June 2015, cumulative statewide conservation has eclipsed the 25 percent target. Everyone must continue to conserve, especially if the need for conservation continues through the warmer months when outdoor landscape irrigation typically increases. Often, but not always, water suppliers with higher per capita users are located in areas where the majority of water use is directed to outdoor irrigation due to lot size, climate and other factors; thus outdoor irrigation continues to present the greatest opportunity for the highest reductions. The new Emergency Regulation maintains the current

tiers of required water reductions, though with additional adjustments in response to stakeholders' equity concerns.

Overview of Conservation Tiers

The conservation standards for all large urban water suppliers continue to be based on increasing levels of residential gallons per capita per day (R-GPCD) water use. This approach considers the relative per capita water usage of each water suppliers' service area and requires that those areas with high per capita use achieve proportionally greater reductions than those with low use, while lessening the disparities in reduction requirements between agencies that have similar levels of water consumption but fall on different sides of dividing lines between tiers. Suppliers have been assigned a revised conservation standard that ranges between eight percent and 36 percent based on their R-GPCD for the months of July - September, 2014. These three months reflect the amount of water used for summer outdoor irrigation, which provides the greatest opportunity for conservation savings. The new Emergency Regulation also continues the reserved four percent conservation tier for those suppliers meeting specific criteria relating to not experiencing drought conditions.

Urban water suppliers (serving more than 3,000 customers or delivering more than 3,000 acre feet of water per year), which account for more than 90 percent of urban water use, have previously been assigned a conservation standard, as shown in the following table:

How to Submit a Conservation Standard Adjustment

Submittals for adjustments to an urban water supplier's conservation standard may be submitted through the new on-line reporting tool at the [DRINC Portal](#). The tool will be available the week of February 8, 2016 and will remain open through March 15, 2016. Submissions received after March 15, 2016 will not be reviewed. Please review the Fact Sheet on Adjustments and Credits [\[Link\]](#) on submission deadlines and effective dates for adjustments and credits.

Tier	July-Sept. 2014 R-GPCD		# of Suppliers in Range	Conservation Standard
	From	To		
1	reserved		4	4%
2	0	64.9	27	8%
3	65	79.9	22	12%
4	80	94.9	42	16%
5	95	109.9	61	20%
6	110	129.9	45	24%
7	130	169.9	81	28%
8	170	214.9	62	32%
9	215	612.0	67	36%

Adjustments to the Conservation Standards

The new Emergency Regulation allows urban water suppliers to update their conservation standards under certain situations, as explained below.

1. Climate Adjustment

The new Emergency Regulation allows a climate adjustment that, where applicable, reduces a water supplier's conservation standard by up to four percentage points for those water suppliers located in the warmer regions of the State. The climate adjustment is based on each urban water supplier's average service area evapotranspiration (ET_o) for the months of July through September, as compared to the statewide average for the same months. Statewide average ET_o is calculated by the State Water Board as the arithmetic mean of all statewide ET_o data for those months. The adjustment ranges from a two to four percentage point decrease in an urban water supplier's conservation standard as follows:

Deviation of Urban Water Supplier Service Area's ET _o from the Statewide Average ET _o	Reduction in Conservation Standard
>20%	4%
10 to 20%	3%
5 to <10%	2%

The State Water Board has calculated default climate adjustments for all suppliers, which are available on this [draft list](#). The default climate adjustments use the average service area average July - September ET_o, as determined by the California Irrigation Management Information System (CIMIS) [Mapped ET_o Zone](#) for which the supplier's service area has the greatest overlap. If a supplier chooses to use the default climate adjustment, no further action is needed.

In lieu of using the default service area ET_o, each urban water supplier has the opportunity to refine its service area ET_o by using data from CIMIS stations within its service area, or, if no CIMIS station exists within the supplier's service area, a weather station of comparable accuracy, meeting the period of record requirements noted below.

To qualify for the in-lieu climate adjustment the supplier shall submit the following data to the Board by March 15, 2016, but may submit it by February 22, 2016 for potential application to the supplier's March 2016 conservation standard: for each station: station ID; station location; and monthly average evapotranspiration, in inches per month, for July, August, and September for either the most recent five-year period of record or the most recent three-year continuous period of record. The table below provides an example of the climate adjustment calculation, using the default service area average ET_o.

Example Calculation of In-Lieu Climate Adjustment	
Original Conservation Standard	36 %
Supplier Reports:	
Service Area Average ETo July	9.92 inches
Service Area Average ETo Aug.	8.68 inches
Service Area Average ETo Sept.	6.6 inches
State Water Board Provided Value:	
Statewide Average ETo July-Sept.	6.34 inches
Calculated by State Water Board:	
Service Area Average ETo July-Sept. = $(9.92 + 8.68 + 6.6) / 3$	8.4 inches
Service Area % Deviation from Average ETo = $(8.4 - 6.34) / 6.34$	0.32 or 32 %
Climate Adjustment	- 4 %
Adjusted Conservation Standard	32 %

2. Growth Adjustment

The new Emergency Regulation provides a mechanism to adjust urban water supplier conservation standards to account for water efficient growth since 2013. The adjustment is calculated as the product of the supplier's conservation standard and the supplier's reasonable percentage change in total potable water production since 2013, using a specific formula to calculate the percentage change, rounded to the nearest whole percentage point.

To qualify for the growth adjustment a supplier has to provide, at a minimum, the following data to the State Water Board by March 15, 2016, but may submit it by February 22, 2016 for potential application to a the supplier's March 2016 conservation standard: the number of new permanent residents added since January 1, 2013; and the number of new commercial, industrial and institutional (CII) connections added since January 1, 2013; and the average volume of water served to each CII account from February 1, 2015 to October 31, 2015.

The volume of water added due to growth is calculated as the sum of:

1. Number of new permanent residents added since 2013 multiplied by the average residential water use per person during February through October 2015. and
3. Number of new CII connections added since 2013 multiplied by the average CII water use per connection during February through October 2015.

The table that follows provides an example of the growth adjustment calculation.

Example Calculation of Growth Adjustment	
Original Conservation Standard	36 %
Supplier Reports:	
Number of New Permanent Residents Added since Jan. 1, 2013	6,000 people
Number of New CII Connections Added since Jan. 1, 2013	700 connections
Average CII Water Use per CII Connection Feb. - Oct. 2015	900,000 gallons/connection
Pulled from Feb. - Oct. 2015 Reports, as Submitted by Jan. 1, 2016 (by State Water Board):	
Residential Gallons per Capita per Day (R-GPCD) Feb. - Oct. 2015	100 gallons/people-day
Baseline Total Water Production Feb. - Oct. 2013	16,000,000,000 gallons
Calculated by State Water Board:	
Volume of Water Attributed to New Permanent Residents = [6,000 people] * [100 gallons/people-day] * [270 days]	162,000,000 gallons
Volume of Water Attributed to New CII Connections = [700 connections] * [900,000 gallons/connection]	630,000,000 gallons
Total Volume of Water Attributed to Growth since 2013 = [162,000,000 gallons] + [630,000,000 gallons]	792,000,000 gallons
Percent Change in Potable Water Production Due to Growth since 2013 = [792,000,000 gallons] / [16,000,000,000 gallons]	0.05 or 5 %
Adjusted Conservation Standard = 36% * [1 - 0.05]	34 %

3. New Local Drought-Resilient Supply Credit

Under the new Emergency Regulation, any urban water supplier that obtains at least one percent of its total potable water production from a qualifying new local, drought-resilient water supply, or contracts for, or otherwise financially invests in, water from a new local, drought-resilient source of supply, developed since 2013 is eligible for up to an eight percentage point reduction to its conservation standard. Urban water suppliers are eligible for a one percentage point reduction to their conservation standard, up to an eight percentage point maximum reduction, for each percent of the urban water supplier's total potable water production that comes from a qualifying new local, drought-resilient water supply. Where a supplier financially invests in a shared new, local, drought-resilient source of supply but does not actually receive water from that source--instead freeing that water up for another supplier to use--the agency that does not actually receive the water may also be eligible for this credit. In no case will the total amount of credits exceed what would have been available had all suppliers received credit only for water actually received.



To qualify for the drought-resilient source credit a supplier needs to submit its certification to the State Water Board by March 15, 2016. This credit will be applied to a supplier's March 2016 conservation standard. The table below provides an example of the local drought-resilient supply credit calculation.

Example Calculation of New, Local, Drought-Resilient Water Supply Credit	
Original Conservation Standard	36 %
Supplier Reports:	
Total Annual Potable Water Production from a Drought Resilient-Source of Supply (Developed after Jan. 1, 2013)	1,120,000,000 gallons
Pulled from Jan. - Dec. 2015 Reports, as Submitted by Jan. 15, 2016 (by State Water Board):	
Baseline Total Water Production Jan. - Dec. 2013	16,000,000,000 gallons
Calculated by State Water Board:	
% Total Potable Water Production from a Drought-Resilient Source of Supply = [1,120,000,000 gallons] / [16,000,000,000 gallons]	0.07 or 7 %
Adjusted Conservation Standard = 36% - 7%	29 %

The maximum reduction in a water supplier's conservation standard through combined climate, growth and new resilient drought supplies adjustments described above is capped at an eight percentage point reduction from any one supplier's otherwise applicable conservation standard, with no suppliers dropping below an eight percent conservation standard.

The default adjustment for climate will take effect for any qualifying supplier March 1, 2016. Other climate adjustments and growth adjustments may also take effect March 1, 2016 if a supplier has provided all supporting documentation and calculations by February 22, 2016 and State Water Board staff does not require additional information. Submissions for adjustments and credit received by March 15, 2016 will be applied to a supplier's March 2016 conservation standard in April.

Total monthly water production and specific reporting on residential use and enforcement as laid out in the May 2015 Emergency Regulation remains in effect. Performance will be compared to the new adjusted conservation standard, when applicable.

Commercial Agriculture Exclusion

The new Emergency Regulation continues to allow urban water suppliers to subtract water delivered for commercial agriculture from total potable water production if the supplier meets certain conditions and submits the agricultural water use certification to the State Water Board.

Self-Supplied Commercial, Industrial and Institutional (CII) Users

The new Emergency Regulation continues to require self-supplied CII users to either reduce their usage by 25 percent or restrict outdoor irrigation to no more than two days per week. CII facilities with an independent source of supply (i.e., not served by a water supplier) are still not required to submit a report. However, these facilities should be prepared to demonstrate their compliance with the two day per week watering restriction, or the 25 percent reduction in water use if requested to do so by the State Water Board.

Conservation Standard for All Other Water Suppliers

The new Emergency Regulation continues to require small water suppliers (serving 3,000 or fewer customers) to either achieve a 25 percent conservation standard, or restrict outdoor irrigation to no more than two days per week through October 2016. These suppliers are required to submit a small water supplier report that either (a) identifies total potable water production, by month, from December 2015 through August 2016, or (b) confirms compliance with the maximum two day per week outdoor irrigation restriction. The small water supplier report will be due to the State Water Board by September 15, 2016.

End-User Requirements

The new Emergency Regulation maintains the current prohibitions on water use. These include:

- Irrigation with potable water of ornamental turf on public street medians is prohibited; and
- Irrigation with potable water outside of newly-constructed homes and buildings not in accordance with emergency regulations or other requirements established in the California Building Standards Code is prohibited.
- Using potable water to wash sidewalks and driveways;
- Allowing runoff when irrigating with potable water;
- Using hoses with no shutoff nozzles to wash cars;
- Using potable water in decorative water features that do not recirculate the water;
- Irrigating outdoors during and within 48 hours following measureable rainfall; and
- Restaurants from serving water to their customers unless the customer requests it.

Additionally, hotels and motels must offer their guests the option to not have their linens and towels laundered daily, and prominently display this option in each guest room.

It continues to be very important that while these provisions are in effect existing trees remain healthy and do not present a public safety hazard. Trees and other non-turf vegetation within street medians may continue to be watered. Information on how to maintain trees while reducing outdoor water use is available at: www.saveourwater.com/trees.

Compliance Assessment

The State Water Board continues to assess compliance on a cumulative basis, using suppliers' monthly reported data. Each month, State Water Board staff reassess compliance based on the supplier's cumulative savings since June 2015. Cumulative tracking means that

conservation savings are be added together from one month to the next and compared to the amount of water used during the same months in 2013.

The State Water Board continues to use informational orders to request information from suppliers not meeting their conservation standards and, as appropriate, conservation orders that direct specific actions to correct non-compliance. Both tools are tailored to the emergency circumstances that the State finds itself in as a result of continuing drought conditions. Violation of an informational order or conservation order carries a penalty of up to \$500 per day. Existing orders issued pursuant to or in response to violations of the May 2015 emergency regulation remain in effect.

The State Water Board continues to work with water suppliers that are not meeting their targets to implement actions to get them back on track. These actions could include changes to rates and pricing, restrictions on outdoor irrigation, public outreach, rebates and audit programs, leak detection and repair and other measures. The State Water Board may use its enforcement tools to ensure that water suppliers are on track to meet their conservation standards at any point during the 270 days that the emergency regulation is in effect.

The alternative compliance process the State Water Board identified in Resolution No. 2015-0032 will continue.

Conclusion

No one knows how the future will unfold. While the State may return to “normal,” or even to above average hydrologic water conditions in 2016 or 2017, such an outcome is far from certain, nor is it certain that one year of average or above-average water conditions will relieve the State from these historic drought conditions. Continued water conservation is imperative. Moving forward, the State Water Board is committed to working with water suppliers on implementing the Emergency Regulation, assessing water conditions throughout the spring, and adapting requirements as appropriate based on water supply conditions.

The State is meeting the Governor’s 25 percent cumulative statewide conservation goal because Californians have risen to the occasion. As the State Water Board acts on the Governor’s Executive Order B-36-15, it will consider the lessons learned from the implementation of the current executive order and make adjustments to the Emergency Regulation as needed. The State Water Board will also begin to work with other agencies and stakeholders to develop longer term measures to ensure water continues to be conserved and used efficiently.

(This fact sheet was last updated on February 9, 2016)



Meeting Date: 03/02/2016
Agenda Item: V 3

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Blaney and City Council Members

REPORT FROM: Neil Dadian, Chief of Police

REVIEWED BY:

AGENDA ITEM: Kingsburg Police Department Lobby Hours

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

The purpose of this report is to continue discussions for Kingsburg Police Department lobby hours. On February 3, 2016, Kingsburg City Council voted to transfer police dispatch operation to Fresno County Sheriff. During the meeting, the council recommended to continue the item of lobby hours for further discussion. All lobby services currently provided to our residents would remain the same. The only change would be established hours for handling routine matters such as obtaining copies of reports, parking licenses, etc. In the near future, we hope to accommodate a number of services via online access with the rollout of the City's new website.

Suggested lobby hours reflect the Police Services Technician covering the lobby as part of their duties. One half-hour before lobby opening and one half hour before lobby closing were allotted to prepare and complete any work. The Records Supervisor will be covering Monday shift to accommodate the Police Services Technician days off. This will allow the Records Supervisor to plan her meetings and other duties and responsibilities accordingly.

RECOMMENDED ACTION BY CITY COUNCIL

1. Provide guidance on lobby hour preferences.

POLICY ALTERNATIVE(S)

1. N/A

REASON FOR RECOMMENDATION/KEY METRIC

1. To maximize customer service.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|-----|
| 1. Is There A Fiscal Impact? | NO |
| 2. Is it Currently Budgeted? | N/A |
| 3. If Budgeted, Which Line? | N/A |

PRIOR ACTION/REVIEW

N/A

BACKGROUND INFORMATION

N/A

ATTACHED INFORMATION

1. Optional lobby hours

Kingsburg Police Department Lobby Hours Option

Lobby Option 1

M, T, Th, F from 9 am – 4 pm

W- extended hours 11 am – 6 pm

1st Sat. of the month from 9 am – 4 pm

Police Services Technician: Off Sunday/Monday

M, T, Th, F = 8:30 am to 4:30 pm = 8 hours

W = 10:30 am – 6 30 pm = 8 hours

1st Sat. of the month 8:30 to 4:30 pm = 8 hours

Records Supervisor will cover lobby every Monday.

Lobby Option 2

M-F from 11 am-6 pm

1st Sat. of the month from 9 am – 4 pm

Police Services Technician: Off Sunday/Monday

M-F 10 30 am – 6 30 pm = 8 hours

1st Sat. of the month 830 am to 430 pm = 8 hours

Records Supervisor will cover lobby every Monday.

Lobby Option 3

M, T, F from 9 am – 4 pm

W, Th – 11 am to 6 pm

1st Sat. of the Month from 9 am – 4 pm

Police Services Technician Off Sunday/Monday

M, T, F = 830 am – 4 30pm = 8 hours

W, T = 10 30am – 630 pm = 8 hours

1st Sat. of the month 830 am to 430pm

Records Supervisor will cover lobby every Monday.

Records Supervisor = Monday cover lobby

T-F = 9am to 5pm

San Joaquin Valley Citizens for a Healthy Environment
P.O. Box 1042, Kingsburg, CA 93631

February 12, 2016

City of Kingsburg
Attn: Alex Henderson, City Manager
1401 Draper Street
Kingsburg, CA 93631

Dear Alex,

It is my pleasure to notify you that at the Board Meeting of February 11, 2016, it was decided to approve the award to the City of Kingsburg for the \$10,000 Community Gardens project presented by Ashlee Winslow-Schmal.

Funds are disbursed on a reimbursement basis. Upon receipt of documentation evidencing expenditure of the funds for the approved projects, a check will be issued to you within 30 days.

Please contact me if you have any questions.

Sincerely,



Bruce A. Blayney
Secretary-Chief Financial Officer