



# City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908  
(559)897-5821 (559)897-5568

Bruce Blayney  
Mayor

Michelle Roman  
Mayor Pro Tem

COUNCIL MEMBERS  
Ben Creighton  
Staci Smith  
Sherman Dix

Alexander J. Henderson  
City Manager

**WEDNESDAY**  
**September 7, 2016**

**6:00 P. M.**

**KINGSBURG CITY COUNCIL CHAMBER**  
**1401 DRAPER STREET**

## AGENDA

### KINGSBURG CITY COUNCIL REGULAR MEETING

Invocation to be given by Pastor Jim Collins of First Baptist, 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.
- 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 August 16, 2016 Joint Workshop and the August 17, 2016 City Council Meeting as prepared by City Clerk Abigail Palsgaard.
  - 2. Check Register**– Ratify/approve payment of bills listed on the check register for the period July 28, 2016 through August 31, 2016 as prepared by Accounts Payable Clerk Grace Reyna.
  - 3. Treasurer's Report**– Approve the Treasurer's Report as of July 31, 2016 as prepared by Finance Director Maggie Moreno.

4. **Labor Management Workers' Compensation Alternative Dispute Resolution Agreement Between the City of Kingsburg and the Kingsburg Police Officer's Association-** Staff Report prepared by City Manager Alex Henderson.
5. **Labor Management Workers' Compensation Alternative Dispute Resolution Agreement Between the City of Kingsburg and the Kingsburg Firefighter's Association-** Staff Report prepared by City Manager Alex Henderson.
6. **Award Sierra Street Reconstruction & 6th Avenue Drive Rehabilitation – Federal Project No. STPL 5170 (043) & (049).** Staff Report prepared by Dave Peters.
7. **Claim Rejection-** Reject Claim No. FR96909 submitted by Kristin Perez on August 11, 2016. Staff Report prepared by City Clerk Abigail Palsgaard.

b. **Pulled Consent Calendar Items:**

V. **REGULAR CALENDAR**

1. **Introduction of Ryan Boyd, Todd Walters and Rick Gordon- New Public Works Employees-** Presentation by Darren Hays, Public Works Director
2. **PUBLIC HEARING – Adopt Resolution 2016-048 adding the approved changes to the City of Kingsburg Capital Facilities Fees/Development Impact Fees, set at the February 17, 2016 Public Hearing, to the Master Fee Schedule.** Staff Report prepared by City Manager Alex Henderson

Possible Action(s):

- a. Open Public Hearing
- b. Presentation by City Manager Alex Henderson
- c. Council Discussion
- d. Open Public Comment
- e. Close Public Comment
- f. Continued Council Discussion
- g. Close Public Hearing
- h. Adopt Resolution 2016-048 adding the approved changes to the City of Kingsburg Capital Facilities Fees/Development Impact Fees, set at the February 17, 2016 Public Hearing, to the Master Fee Schedule.

3. **PUBLIC HEARING – Ordinance Amending Section 6.04 of Title 6 of the Kingsburg Municipal Code Regarding Dogs and Other Animals.** Staff Report prepared by Community Services and Senior Citizens Coordinator Ashlee Winslow-Schmal

Possible Action(s):

- a. Open Public Hearing

- b. Presentation by Community Services and Senior Citizens Coordinator Ashlee Winslow-Schmal
- c. Council Discussion
- d. Open Public Comment
- e. Close Public Comment
- f. Continued Council Discussion
- g. Close Public Hearing
- h. Waive the first reading and introduce Ordinance No. 2016-004 Deleting Section 6.04.050 And Adding Section 6.04.170 To Chapter 6.04 Of Title 6 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 6.04 TO TITLE 6 OF  
THE KINGSBURG MUNICIPAL CODE”

**4. Southeast Regional Disposal Site Financial Forecast.** Staff Report prepared by City Manager Alex Henderson

Possible Action(s):

- a. Presentation by City Manager Alex Henderson
- b. Discussion by City Council
- c. Direction by Council to Staff regarding the Southeast Regional Disposal Site Financial Forecast

**5. 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 –  
-Introduction of Volunteer Davit Jintcharadze

**6. Other Business as May Properly Come Before the City Council**

**7. Adjourn Regular Kingsburg City Council 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 and PLANNING COMMISSION  
JOINT WORKSHOP  
AUGUST 16, 2016**

**6:00 P.M. KINGSBURG CITY COUNCIL AND PLANNING COMMISSION WORKSHOP**

**Call to order:** Mayor Blayney called the Joint Workshop to order at 6:05pm.

**Council Members present:** Ben Creighton, Staci Smith, Michelle Roman, Sherman Dix and Mayor Bruce Blayney.

**Council Members absent:** None.

**Commissioners present:** Kinney, Roundtree, Poynor, Kruper and Cozeby.

**Commissioners absent:** Johnson and Chairman Henslee.

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

**Public Comments:** None.

**Landscaped Pedestrian Corridors for New Developments and Design Standards for Small Lot Developments**

Commissioner Kruper discussed landscaped pedestrian corridors which are described as dedicated pedestrian areas going north, east, west, and south, interlaced within the neighborhood. He presented about unfriendly designs for pedestrians along with photos. He said sidewalks set back are safer for kids and families. Shade is important to encourage walking. Buffer green strips between the traffic and the walk ways is important. Commissioner Kruper presented ideas from Florence, Italy and Woodward Park in Fresno. He said it is important to have the walkways that are safe and can be patrolled by the police. He presented Tulare's Rail to Trails walkway as a good example. Commissioner Kruper said that we should ensure developers understand what is expected; the fence not being right on the side walk, green strip barriers, trees, pedestrian lighting and eight foot sidewalks.

Staff discussed the already planned pedestrian corridors in the North Kingsburg Specific Plan.

Commissioner Kruper asked for more tracts be added to the plan so they are interconnected. The

Commission and Council discussed small lots, landscaping and architecture. Commissioner Kruper suggested garages in the back of the property and/or alleyways to help beautify the development.

### **North Kingsburg Specific Plan Standards**

City Manager Henderson spoke about meeting tonight to collaborate on specific standards for the North Kingsburg Specific Plan. He asked what are the important issues for this group.

Mayor Blayney said he would like to come to a consensus and and be able to tell the developers what the City would like to see done.

The Council, Commission, and Staff discussed at length multifamily housing, alleyways, green space, road width and pedestrian corridors. The Council and the Commission gave direction to staff to draft an ordinance regarding alleyways and they decided on holding developers to adding green space. They also decided on allowing the negotiation of road width.

### **Adjourn Kingsburg City Council and the Planning Commission Joint Workshop**

Mayor Blayney adjourned the Joint Workshop at 7:57pm.

**KINGSBURG CITY COUNCIL  
REGULAR MEETING  
August 17, 2016**

**5:30 P.M. CLOSED SESSION**

**Called to order:** Mayor Blayney called the Closed Session to order at 5:42pm.

**Council Members present:** Staci Smith, Michelle Roman, Sherman Dix (arrived at 5:55pm) and Mayor Bruce Blayney.

**Council Members absent:** Ben Creighton (excused).

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

Items discussed:

**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

**Initiation of litigation pursuant to subdivision (c) California Government Code Section 54956.9  
(One potential case)**

Closed session was adjourned at 6:00pm.

Invocation was given by Minister Johnie Thomsen of Young Life, followed by the Pledge of Allegiance led by Mayor Bruce Blayney.

**6:00 P.M. REGULAR MEETING**

**Called to order:** Mayor Blayney called the Regular Meeting to order at 6:06pm.

**Council Members present:** Staci Smith, Michelle Roman, Sherman Dix and Mayor Bruce Blayney.

**Council Members absent:** Ben Creighton (excused).

**City Staff present:** City Manager Alex Henderson, City Attorney Michael Noland Police Chief Neil Dadian, City Engineer representative Will Washburn, Community Services and Senior Citizens Coordinator Ashlee Winslow-Schmal and City Clerk Abigail Palsgaard.

**Public Comments:**

Retired Sherriff John Anderson, representing Senator Anthony Cannella, said the Senator has been appointed to senate rules committee and his office is looking for someone from the Central Valley to be appointed to the Transportation Commission.

**Approve Agenda:** A motion was made by Council Member Roman, seconded by Council Member Dix, to approve the agenda as published. The motion carried by unanimous voice vote.

**Consent Calendar:** A motion was made by Council Member Roman, seconded by Council Member Smith, to approve the amended Consent Calendar with Item No. 3 being pulled as requested by Council Member Dix. The motion carried by unanimous voice vote.

1. **Approval of City Council Minutes** – Approve the minutes from the Joint Workshop held on July 27, 2016 and the August 3, 2016 City Council Meeting as prepared by City Clerk Abigail Palsgaard.
2. **Schuil Property Parcel Map 73-** Adopt Resolution No. 2016-046 approving Parcel Map 73 proposing to split a 0.87 acre parcel into 2 parcels. Staff Report prepared by City Engineer Dave Peters.
3. **PULLED**

**Pulled Consent Calendar Items:**

**Item 3. Opposing The Adult Use Of Marijuana Initiative – Commercial Sales of Non-Medical Marijuana Ballot Measure-** Adopt Resolution No. 2016-047 opposing The Adult Use of Marijuana Initiative – Commercial Sales Of Non-Medical Marijuana Ballot Measure.

Council Member Dix asked for Item No. 3 to be pulled. He reported information from Tulare County. Council Member Dix said that the medical marijuana cooperatives have joined law enforcement with opposing this ballot measure.

A motion was made by Council Member Dix, seconded by Council Member Smith, to approve consent Item No. 3. The motion carried by unanimous voice vote.

**REGULAR CALENDAR**

**Mid Valley 1<sup>st</sup> and 2<sup>nd</sup> Quarter Newsletters**

Mid Valley Representative Bella Lopez said they kicked off Earth Day at Washington Elementary School. She said it was great to be there and see the kids' projects. Mid Valley was also at the Car Show and brought Reggie the Monkey. This helped with the outreach to kids. Ms. Lopez said Kings Liquor is doing great. Men Ed's and Ace Hardware are also doing well at recycling. She said Mid Valley is looking into household paint drop offs.

She said Mid Valley participated in the Swedish Festival. They had a booth with recycling information where they targeted about 250 adults. They are also working on organics implementation with the schools, Lincoln was the first one to want to implement it. Ms. Lopez said Ramos Torres Winery and Don's Body and Paint Shop did well during the 2<sup>nd</sup> Quarter.

City Council discussed how kids from Lincoln will learn about organics and then be able to do it a Reagan and then at Rafer Johnson. Ms. Lopez said there is a lot of support from Kingsburg Unified. Council thanked Mid Valley for spring cleanup, and the donated bark for the planters.

**Crime Statistics report for the Month of June and July 2016**

Chief of Police Neil Dadian reported on the spikes of vehicle theft, ID theft and mail theft. He shared the information he receives weekly from the South West Crime Analyst including the crime prediction map. He said it a useful tool, and the police department uses it to ensure a strong presences in these areas by officers and volunteers.

Chief Dadian said overall crime is edging down which is unusual in summer time. He reported on the Department's common training days and the Reserve Officer recruitment. He said they received approval to have an AB109 ACT Officer which will be fully funded. Chief Dadian reported they are attending classes for social media training and public accessibility. The Police Department has taught elementary teachers Seconds to Survive and plan on presenting to the high school and staff later on.

Chief Dadian reminded that crime information can be found at [crimereports.com](http://crimereports.com).

**Proposed Ordinance Amending Section 6.04 of Title 6 of the Kingsburg Municipal Code Regarding Dogs and Other Animals-Staff Report prepared by Community Services and Senior Citizens Coordinator Ashlee Winslow-Schmal.**

Community Services and Senior Citizens Coordinator Ashlee Winslow-Schmal said the City is seeing a trend of irresponsible animal owners, which has caused a push for a more in-depth ordinance when it comes to animals. Most animals that are running at large do not have a City license, tags or rabies shots. Ms. Winslow-Schmal said our ordinance didn't have enough regulations to ensure that vicious or unkempt dogs are kept off our streets.

She said somethings added to the ordinance are the dedication of animal control officers, procedures for animal bites, potentially dangerous or vicious dog hearings, limits on dogs, running at large regulations and breeder's permits.

Mayor Blayney said he commends Ms. Winslow-Schmal, it has been an issue for a long time. Kingsburg is known as being a good, clean safe town.

There was a discussion about fees regarding the hearing, the kenneling, citations, impound fees. There was a clarification that the City will not be charging twice, just capturing all of the costs.

This sets the guidelines for the procedures.

Discussion about what would make a dog potentially dangerous and/or vicious. How an animal can be removed from the owner if they continue to let the dogs be at large. What the new procedure would be for dogs at large.

Council Member Roman said she wants to make sure the Police Department and City Hall are on the same page. City Attorney Noland said it does make it unlawful to have a dog at large.

Council gave direction to keep the number of dogs at 4.

### **Council Reports and Staff Communications**

#### Community Services Commission

Council Member Roman said the Skate Park Sub-Committee met last week at Athwal Park in regards to a permanent skate park.

#### Public Safety Committee

City Manager Henderson reported they have not met yet.

#### Chamber of Commerce

Mayor Blayney reported that he attended on behalf of Council Member Smith. The information is included in the packet.

#### Economic Development

City Manager Henderson reported they have not met. He said he will be meeting with property owners in town about potential upper floor residential spaces. Mr. Henderson said there are some light manufacturing companies inquiring.

#### Finance Committee

Mayor Blayney reported they will be meeting August 23, 2016 at 6pm.

#### Planning Commission

Mayor Blayney reported they met with Council during a Joint Workshop. They discussed the North Kingsburg Specific Plan and gave direction to staff in regards to alleys, setbacks, park and pedestrian corridors.

#### City Manager's Report

City Manager Henderson said he is going to be meeting with the property owner who owns part of the alley way between the fire department and jail in regards to repairing the road.

### **Other Business as May Properly Come Before the City Council**

Council Member Dix said he would like an analysis done from Staff of what the financial impact would be if the department store in town closes since they provided a significant amount of sales tax.

### **Adjourn Regular Kingsburg City Council Meeting**

Mayor Blayney adjourned the Kingsbug City Council Meeting at 7:16pm.

## Accounts Payable

## Checks by Date - Summary by Check Date

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 Printed: 9/1/2016 10:19 AM



City of Kingsburg  
 1401 Draper Street  
 Kingsburg, CA 93631-1908  
 (559)897-5821

Check No	Vendor No	Vendor Name	Check Date	Check Amount
70703	3005	AFLAC	07/29/2016	1,390.72
70704	3006	AIRGAS NCN	07/29/2016	101.06
70705	3016	AMERITAS LIFE INSURANCE CORP.	07/29/2016	3,515.04
70706	3585	ARGUELLO CONCRETE CONSTR., INC	07/29/2016	23,935.69
70707	3536	ARROWHEAD EMBLEMS	07/29/2016	216.45
70708	3035	BAUER COMPRESSORS, INC.	07/29/2016	1,115.00
70709	3038	BENETRAC	07/29/2016	425.00
70710	3042	BEST UNIFORMS	07/29/2016	239.16
70711	3044	LARRY BIERMAN	07/29/2016	3,243.30
70712	3449	BLUE SHIELD OF CALIFORNIA	07/29/2016	39,133.41
70713	3054	BSK ASSOCIATES	07/29/2016	210.00
70714	3067	CARDMEMBER SERVICE	07/29/2016	7,242.98
70715	3073	CDW GOVERNMENT, INC.	07/29/2016	1,488.03
70716	3106	KEVIN CLARK	07/29/2016	65.00
70717	3111	COLLINS & SCHOETTLER	07/29/2016	2,790.00
70718	3113	COMCAST	07/29/2016	141.08
70719	3114	COMCAST	07/29/2016	151.08
70720	3116	COMCAST	07/29/2016	131.08
70721	3117	COMCAST	07/29/2016	222.16
70722	3576	DAN'S MASONRY	07/29/2016	156.00
70723	3141	DEARBORN NATIONAL	07/29/2016	979.00
70724	3148	DON BERRY CONSTRUCTION	07/29/2016	12,170.43
70725	3153	EAST BAY TIRE CO.	07/29/2016	3,250.42
70726	3158	ENER POWER	07/29/2016	2,232.00
70727	3577	FAMILY HEALING CENTER	07/29/2016	1,000.00
70728	3170	FERGUSON ENTERPRISES, INC	07/29/2016	824.60
70729	3172	FIDELITY SECURITY LIFE	07/29/2016	2,965.27
70730	3188	FRESNO COUNTY SHERIFF	07/29/2016	71.82
70731	3194	FRESNO LOCAL AGENCY FORM COM	07/29/2016	5,145.00
70732	3198	FRESNO TRUCK CENTER	07/29/2016	523.13
70733	3211	GRAINGER	07/29/2016	216.45
70734	3220	HEERA SINGH SANDHU	07/29/2016	50.00
70735	3222	HENRY SCHEIN, INC.	07/29/2016	468.02
70737	3250	KELLER FORD LINCOLN	07/29/2016	3,839.10
70738	3253	KINGSBURG CHAMBER OF COMMER	07/29/2016	2,500.00
70739	3257	KINGSBURG SEAWOLVES	07/29/2016	200.00
70740	3261	KINGSBURG WATER POLO CLUB	07/29/2016	200.00
70741	3263	KMART	07/29/2016	578.75
70742	3265	KRAHN'S HEATING & AIR INC	07/29/2016	225.00
70743	3586	KEN LEE	07/29/2016	500.00
70744	3275	LIEBERT, CASSIDY, WHITMORE	07/29/2016	1,657.50
70745	3277	LINCOLN AQUATICS	07/29/2016	69.57
70746	3297	MORGAN'S VILLAGE FLOORING	07/29/2016	25.41
70747	3466	NAPA AUTO PARTS	07/29/2016	486.31
70748	3307	NELSON'S ACE HARDWARE	07/29/2016	511.51
70749	3308	NELSON'S POWER CENTER	07/29/2016	40.18
70750	3567	NVB EQUIPMENT, INC.	07/29/2016	749.88

Check No	Vendor No	Vendor Name	Check Date	Check Amount
70751	3315	P G & E	07/29/2016	8,286.56
70752	3450	ABIGAIL PALSGAARD	07/29/2016	35.00
70753	3320	PEPSI COLA	07/29/2016	289.71
70754	3327	PITNEY BOWES GLOBAL FINANCIAL	07/29/2016	167.11
70755	3329	POLYACK MARKETING	07/29/2016	2,500.00
70756	3334	PROFESSIONAL PRINT & MAIL, INC	07/29/2016	1,126.16
70757	3343	R & B COMPANY	07/29/2016	102.81
70758	3350	RICOH USA, INC.	07/29/2016	41.92
70759	3579	SELMA FIRE DEPT	07/29/2016	150.00
70760	3371	SIMPLOT GROWER SOLUTIONS	07/29/2016	1,022.73
70761	3381	STATE OF CALIFORNIA-D O T	07/29/2016	5,802.03
70762	3582	KARRAH SULLIVAN	07/29/2016	80.00
70763	3506	TOSHIBA FINANCIAL SERVICES	07/29/2016	775.69
70764	3410	UNDERGROUND SERVICE ALERT	07/29/2016	293.88
70765	3416	VERIZONWIRELESS	07/29/2016	388.49
70766	3419	VIKING CLEANING SERVICE	07/29/2016	3,016.02
70767	3493	VILLAGE TIRE SALES	07/29/2016	246.20
70768	3423	VISION SERVICE PLAN	07/29/2016	589.19
70769	3430	WONG, ANDY & BETTY	07/29/2016	2,292.78
Total for 7/29/2016:				154,597.87
ACH	3470	Internal Revenue Service	08/05/2016	35,411.46
ACH	3471	Employment Development Department	08/05/2016	4,922.73
ACH	3472	Public Employees Retirement System	08/05/2016	22,144.72
ACH	3526	Public Employees Retirement System 457 I	08/05/2016	310.00
ACH	3470	Internal Revenue Service	08/05/2016	16.66
ACH	3471	Employment Development Department	08/05/2016	0.98
70770	3475	Great West Annuity	08/05/2016	1,490.00
70771	3231	ICMA RETIREMENT CORPORATION	08/05/2016	400.00
70772	3476	State Disbursement Unit	08/05/2016	92.76
Total for 8/5/2016:				64,789.31
70773	3427	WESTAMERICA BANK	08/12/2016	4,369.75
Total for 8/12/2016:				4,369.75
70774	3001	A T & T CALNET 2	08/15/2016	3,450.63
70775	3006	AIRGAS NCN	08/15/2016	317.66
70776	3585	ARGUELLO CONCRETE CONSTR., INC	08/15/2016	1,259.77
70777	3027	AT & T	08/15/2016	70.00
70778	3494	AT & T	08/15/2016	38.25
70779	3029	AT&T CALNET 2	08/15/2016	1,673.30
70780	3030	AT&T MOBILITY	08/15/2016	541.82
70781	3446	AOS AUTOMATED OFFICE SYSTEMS	08/15/2016	175.85
70782	3533	BATTERY SYSTEMS, INC.	08/15/2016	760.06
70783	3038	BENETRAC	08/15/2016	425.00
70784	3051	BRANDON INDUSTRIES, INC.	08/15/2016	402.00
70785	3054	BSK ASSOCIATES	08/15/2016	210.00
70786	3056	CAL STATE TERMITE AND PEST	08/15/2016	460.00
70787	3590	PBM#157 CAPRCBM	08/15/2016	225.00
70788	3068	BARBARA CARPENTER	08/15/2016	1,080.00
70789	3073	CDW GOVERNMENT, INC.	08/15/2016	274.02
70790	3074	CENTRAL SANITARY SUPPLY	08/15/2016	60.26
70791	3079	CENTRAL VALLEY SWEEPING, INC.	08/15/2016	9,996.64

Check No	Vendor No	Vendor Name	Check Date	Check Amount
70792	3080	CHADS AUTO GLASS	08/15/2016	194.87
70793	3095	CITY OF KINGSBURG-POLICE DEPT.	08/15/2016	235.67
70794	3111	COLLINS & SCHOETTLER	08/15/2016	2,857.50
70795	3115	COMCAST	08/15/2016	141.08
70796	3116	COMCAST	08/15/2016	84.52
70797	3137	NEIL DADIAN	08/15/2016	120.00
70798	3154	EH NATIONAL BANK	08/15/2016	142,838.83
70799	3199	FMAAAA	08/15/2016	132.10
70800	3188	FRESNO COUNTY SHERIFF	08/15/2016	14,892.56
70801	3197	FRESNO POLICE DEPARTMENT	08/15/2016	344.00
70802	3203	G & K SERVICES	08/15/2016	207.40
70803	3219	HEALTHWISE SERVICES	08/15/2016	175.00
70804	3221	ALEX HENDERSON	08/15/2016	563.87
70805	3224	HI-TECH EMERGENCY VEHICLE SVC	08/15/2016	1,446.86
70806	3237	JC'S LAWN SERVICE	08/15/2016	4,003.00
70807	3244	JORGENSEN & CO.	08/15/2016	48.00
70808	3248	KAHN, SOARES & CONWAY, LLP	08/15/2016	9,268.50
70809	3249	KAISER FOUNDATION HEALTH PLAN	08/15/2016	11,327.88
70810	3250	KELLER FORD LINCOLN	08/15/2016	182.78
70811	3259	KINGSBURG SUPERMARKET, INC.	08/15/2016	54.06
70812	3267	KULOW BROS.	08/15/2016	4,525.09
70813	3272	LEE CENTRAL CALIFORNIA NEWSPAI	08/15/2016	331.00
70815	3277	LINCOLN AQUATICS	08/15/2016	3,741.23
70816	3280	LOSS PROTECTION & INVESTIGATI	08/15/2016	35.00
70817	3578	MAC GENERAL ENGINEERING	08/15/2016	117,060.43
70818	3288	MCCLASKY, INC.	08/15/2016	1,800.00
70819	3293	MID VALLEY DISPOPSAL	08/15/2016	95,242.22
70820	3297	MORGAN'S VILLAGE FLOORING	08/15/2016	627.03
70821	3309	NEWMAN TRAFFIC SIGNS	08/15/2016	1,075.25
70822	3310	NEXTIVA	08/15/2016	1,890.20
70823	3311	NOVATO FIRE DISTRICT	08/15/2016	2,451.37
70824	3312	O'REILLY AUTO PARTS	08/15/2016	500.12
70825	3315	P G & E	08/15/2016	41,162.11
70826	3592	PARKINK	08/15/2016	459.41
70827	3588	NATHAN PAXTON	08/15/2016	255.00
70828	3320	PEPSI COLA	08/15/2016	124.24
70829	3328	PITNEY BOWES-RESERVE ACCOUNT	08/15/2016	1,000.00
70830	3517	POWER DESIGN ELECTRIC, INC.	08/15/2016	37,222.98
70831	3333	PRICE, PAIGE & COMPANY	08/15/2016	6,900.00
70832	3334	PROFESSIONAL PRINT & MAIL, INC	08/15/2016	1,183.62
70833	3335	PROFORCE LAW ENFORCEMENT	08/15/2016	2,856.81
70834	3350	RICOH USA, INC.	08/15/2016	443.31
70835	3355	ROHL IN POOL SERVICE & REPAIR	08/15/2016	2,590.00
70836	3358	S & S WORLDWIDE, INC.	08/15/2016	1,171.43
70837	3361	SAN JOAQUIN VALLEY AIR	08/15/2016	1,056.00
70838	3363	SAVE MART SUPERMARKETS	08/15/2016	668.17
70839	3365	SCP POOL DISTRIBUTORS, LLC	08/15/2016	44.10
70840	3369	SILVAS OIL COMPANY, INC.	08/15/2016	5,662.76
70841	3374	SMART & FINAL	08/15/2016	1,662.40
70842	3378	STAPLES ADVANTAGE	08/15/2016	2,211.45
70843	3380	STATE OF CALIFORNIA-D O J	08/15/2016	664.00
70844	3484	SWANK MOTION PICTURE, INC.	08/15/2016	750.00
70845	UB*00014	TACO BELL #22812	08/15/2016	326.71
70846	3393	TCM INVESTMENTS, LP	08/15/2016	526.83
70847	3401	THE UPS STORE	08/15/2016	19.22
70848	3403	TODD COMPANIES	08/15/2016	1,470.37
70849	UB*00015	DOROTHY M VAUGHAN	08/15/2016	22.84

Check No	Vendor No	Vendor Name	Check Date	Check Amount
70850	3416	VERIZONWIRELESS	08/15/2016	222.57
70851	3591	NALLELI VILLANUEVA	08/15/2016	100.00
70852	3421	VINCENT COMMUNICATIONS, INC.	08/15/2016	429.41
70853	3423	VISION SERVICE PLAN	08/15/2016	587.95
70854	3587	WATTS & ASSOCIATES	08/15/2016	1,062.50
70855	3469	WECO SUPPLY CO., INC.	08/15/2016	27.90
70856	3428	WESTERN LIGHTSOURCE	08/15/2016	61.33
70857	3429	WILLDAN FINANCIAL SERVICES	08/15/2016	8,520.19
Total for 8/15/2016:				561,283.29
ACH	3470	Internal Revenue Service	08/19/2016	33,181.41
ACH	3471	Employment Development Department	08/19/2016	4,529.80
ACH	3472	Public Employees Retirement System	08/19/2016	22,008.35
ACH	3526	Public Employees Retirement System 457 I	08/19/2016	310.00
70858	3475	Great West Annuity	08/19/2016	1,490.00
70859	3231	ICMA RETIREMENT CORPORATION	08/19/2016	400.00
70860	3476	State Disbursement Unit	08/19/2016	92.76
Total for 8/19/2016:				62,012.32
70862	3403	TODD COMPANIES	08/31/2016	35,854.17
70863	3188	FRESNO COUNTY SHERIFF	08/31/2016	21,387.21
70864	3005	AFLAC	08/31/2016	649.06
70865	3006	AIRGAS NCN	08/31/2016	234.11
70866	3007	ALERT-O-LITE, INC.	08/31/2016	54.11
70867	3016	AMERITAS LIFE INSURANCE CORP.	08/31/2016	4,201.52
70868	3027	AT & T	08/31/2016	60.00
70869	3494	AT & T	08/31/2016	38.25
70870	3449	BLUE SHIELD OF CALIFORNIA	08/31/2016	21,310.14
70871	3054	BSK ASSOCIATES	08/31/2016	630.00
70872	3600	CALIFORNIA ROOFS	08/31/2016	300.00
70873	3067	CARDMEMBER SERVICE	08/31/2016	3,396.13
70874	3074	CENTRAL SANITARY SUPPLY	08/31/2016	428.93
70875	3551	CENTRAL VALLEY TOXICOLOGY	08/31/2016	142.00
70876	3101	CITY OF SANGER	08/31/2016	1,732.50
70877	3111	COLLINS & SCHOETTLER	08/31/2016	4,455.00
70878	3113	COMCAST	08/31/2016	141.08
70879	3114	COMCAST	08/31/2016	151.08
70880	3116	COMCAST	08/31/2016	131.08
70881	3117	COMCAST	08/31/2016	231.66
70882	3604	DAN'S MASONRY	08/31/2016	156.00
70883	3141	DEARBORN NATIONAL	08/31/2016	489.50
70884	3603	DECKER PATIO & AWNING	08/31/2016	45.00
70885	3152	E C N POLYGRAPH & INVEST	08/31/2016	450.00
70886	3158	ENER POWER	08/31/2016	5,781.00
70887	3601	TODD ESAJIAN	08/31/2016	3,356.05
70888	3447	FERRARA FIRE APPARATUS, INC.	08/31/2016	91.55
70889	3172	FIDELITY SECURITY LIFE	08/31/2016	2,851.80
70890	3199	FMAAA	08/31/2016	245.88
70891	3190	FRESNO COUNTY TREASURER	08/31/2016	31.07
70892	3599	FRIENDS OF THE HISTORIC KINGSBU	08/31/2016	2,845.00
70893	3200	DANIEL FRIES	08/31/2016	748.00
70894	3595	GLEIM-CROWN PUMP	08/31/2016	3,252.70
70895	3561	GRAYBAR	08/31/2016	781.82
70896	3216	HANFORD SENTINEL, INC.	08/31/2016	469.73
70897	3524	HEALTH NET	08/31/2016	137.92

Check No	Vendor No	Vendor Name	Check Date	Check Amount
70898	3221	ALEX HENDERSON	08/31/2016	41.50
70899	3225	HOME DEPOT CREDIT SERVICES	08/31/2016	117.18
70900	3594	HUMANA HELATH CARE PLAN	08/31/2016	125.00
70901	3231	ICMA RETIREMENT CORPORATION	08/31/2016	1,144.00
70902	3244	JORGENSEN & CO.	08/31/2016	190.00
70903	3260	KINGSBURG VETERINARY CLINIC	08/31/2016	25.00
70904	3263	KMART	08/31/2016	74.12
70905	3598	KUSTOM SIGNALS, INC	08/31/2016	208.32
70906	3269	LAW & ASSOCIATES	08/31/2016	1,200.00
70907	3272	LEE CENTRAL CALIFORNIA NEWSPAI	08/31/2016	326.81
70908	3275	LIEBERT, CASSIDY, WHITMORE	08/31/2016	2,557.00
70909	3277	LINCOLN AQUATICS	08/31/2016	2,435.90
70910	3288	MCCLASKY, INC.	08/31/2016	2,675.00
70911	3300	MUNISERVICES, LLC	08/31/2016	1,470.82
70912	3302	NATIONAL ASSOCIATION OF	08/31/2016	60.00
70913	3308	NELSON'S POWER CENTER	08/31/2016	1,252.12
70914	3313	WAYNE OSBORNE	08/31/2016	80.00
70915	3315	P G & E	08/31/2016	8,286.40
70916	3450	ABIGAIL PALSGAARD	08/31/2016	35.00
70917	3321	PETERS ENGINEERING GROUP	08/31/2016	19,488.91
70918	3329	POLYACK MARKETING	08/31/2016	2,500.00
70919	3335	PROFORCE LAW ENFORCEMENT	08/31/2016	428.18
70920	3339	PUB AND SUB SMOKEHOUSE	08/31/2016	440.00
70921	3343	R & B COMPANY	08/31/2016	1,808.38
70922	3350	RICOH USA, INC.	08/31/2016	8.59
70923	3353	RMS	08/31/2016	221.76
70924	3597	CURTIS RUSKO	08/31/2016	150.00
70925	3358	S & S WORLDWIDE, INC.	08/31/2016	709.44
70927	UB*00016	ELAINE SAMUELSON	08/31/2016	45.76
70928	3605	STACKED BAR & GRILL	08/31/2016	112.50
70929	3380	STATE OF CALIFORNIA-D O J	08/31/2016	35.00
70930	3602	SUN TIME ENERGY	08/31/2016	101.00
70931	3397	THE GAS COMPANY	08/31/2016	2,304.31
70932	3506	TOSHIBA FINANCIAL SERVICES	08/31/2016	775.69
70933	3406	TRANSACT TECHNOLOGIES INC.	08/31/2016	106.35
70934	3415	VERIZON	08/31/2016	251.95
70935	3416	VERIZONWIRELESS	08/31/2016	393.22
70936	3419	VIKING CLEANING SERVICE	08/31/2016	3,016.02
70937	3493	VILLAGE TIRE SALES	08/31/2016	173.95
70938	3421	VINCENT COMMUNICATIONS, INC.	08/31/2016	81.52
70939	3430	WONG, ANDY & BETTY	08/31/2016	2,292.78
70940	3505	ZOOM IMAGING SOLUTIONS, INC.	08/31/2016	10.99
70941	3253	KINGSBURG CHAMBER OF COMMERC	08/31/2016	2,500.00

Total for 8/31/2016: 177,521.52

Report Total (245 checks): 1,024,574.06

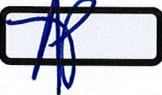


Meeting Date: 09/07/2016  
Agenda Item: IV a. 3

**CITY COUNCIL MEETING STAFF REPORT**

**REPORT TO:** Mayor Blayney & City Council

**REPORT FROM:** Maggie Moreno, Finance Director

**REVIEWED BY:** 

**AGENDA ITEM:** Treasurer's Report

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

The monthly financial summaries provide a detail report of cash and investments. The cash balances of the City of Kingsburg are invested in Local Area Investment Fund (LAIF) pooled investment and WestAmerica Bank. The current earnings rate of LAIF is .588%. The amount held at WestAmerica Bank receives .35% earnings credit to offset the majority of what the City incurs for banking charges.

**RECOMMENDED ACTION BY CITY COUNCIL**

- 1. City Council accept the Treasurer's Report as of July 31, 2016.

**POLICY ALTERNATIVE(S)**

- 1. N/A

**REASON FOR RECOMMENDATION/KEY METRIC**

- 1. A responsibility of the City Council is to monitor the financial transactions and cash management. Acceptance of the monthly summary indicates that the council is aware of financial status of the city.

**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>

**ATTACHED INFORMATION**

- 1. Treasurer's Report

**City of Kingsburg Treasurer's Report  
Pooled Cash Investments and Cash  
Period Ending July 31, 2016**

**Pooled Investments**

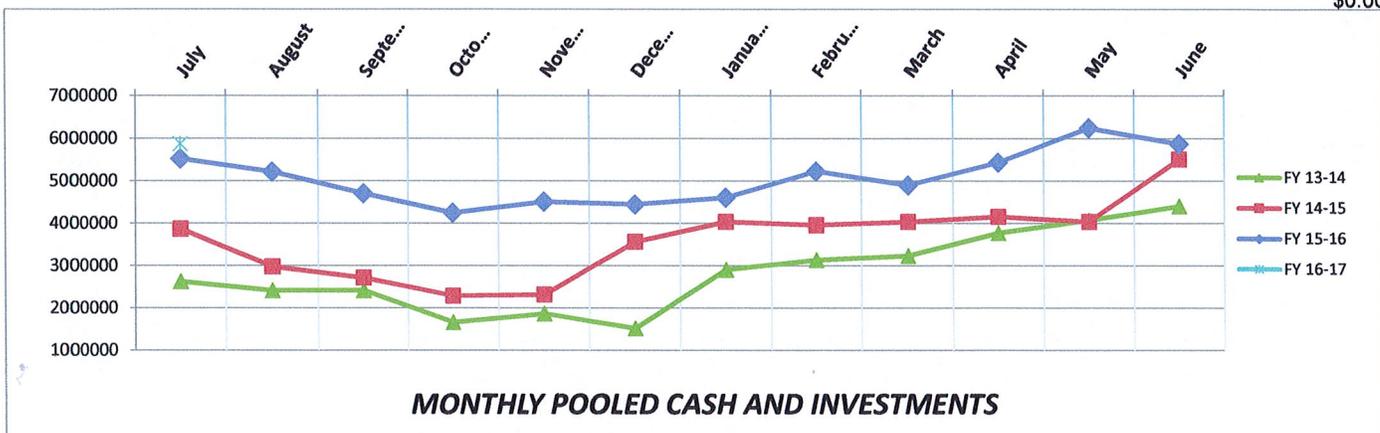
Petty Cash/Change Fund  
WestAmerica Payroll A/C  
WestAmerica Bank General Operating  
WestAmerica Finance Authority A/C  
Local Agency Investment Fund-City

**Interest Rate**

N/A	\$1,450.00
N/A	\$9,783.37
N/A	\$2,444,226.73
N/A	\$573,721.70
0.588%	\$2,843,492.03
<b>Total</b>	<b>\$5,872,673.83</b>

**Funds**

General Fund	\$2,321,470.10
Pool	-\$80,654.91
Senior Center	-\$21,702.58
CDBG	-\$5,379.36
COPS	\$0.00
CML Grants***	\$0.00
Sierra St Signal Synchro***	-\$191,797.00
Sierra St Trnsit Stop***	-\$650.90
14th Ave Bikelines***	\$0.00
Sierra St Side Linc to El***	\$0.00
Lincoln St Reconstruct***	\$0.00
Sierra St Recon Raf to 99***	-\$1,211.11
10th and Union Lighted Cr***	-\$326.60
Sierra St Lighted Crosswalk***	-\$9,847.25
Earl St Reconstruct***	\$0.00
Sierra St Sidewalk 16-18***	\$0.00
6th St Reconstruct***	-\$329.07
Historic Depot Project***	-\$257,633.49
18th ave sidewalk	\$10,597.72
10TH Ave Reconstruction***	-\$287,020.45
18/Kern Lighted Crosswalk	-\$684.44
Gas Tax	\$388,937.27
LTF 3	\$48,403.36
LTF 8	\$1,642,663.99
Measure C	\$578,424.35
Abandoned Vehicle	\$16,626.40
Capital Facilites	\$724,122.33
Sewer	\$975,364.37
Storm Drain	\$22,247.30
Par & Rec	\$181,527.50
Traffic Impact	\$13,403.06
Equipment Reserve	\$25,431.30
Water	\$2,240,962.67
Solid Waste	-\$167,665.09
Ambulance	-\$1,886,151.96
RDA Cap Proj Successor Agency	\$99,586.02
RDA Low/Mod Successor Agency	-\$81,134.39
Finance Authority	-\$594,012.45
Spec Assess 91-1 Agency	-\$73,347.31
Spec Assess 91-1 Supp Agency	\$5,890.12
Spec Assess 92-1 Agency	\$125,054.67
Spec Assess 92-2 Agency	\$101,331.92
Landscaping & Lighting	\$7,521.57
	\$2,656.17
<b>Total</b>	<b>\$5,872,673.83</b>
	\$0.00





Meeting Date: 09/07/2016  
Agenda Item: IV a. 4

## CITY COUNCIL STAFF REPORT

**REPORT TO:** Mayor Blayney & City Council  
**REPORT FROM:** Alexander J. Henderson, City Manager  
**AGENDA ITEM:** Alternative Dispute Resolution - WC

**REVIEWED BY:**

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

### EXECUTIVE SUMMARY

Each year during the budgeting process, City Council and staff discuss the overall effects of worker's compensation claims and their impact financially. All Cities in California have long struggled with an adequate way to efficiently administer WC claims. The default process is often onerous, causes delays, and leaves both injured workers and employers frustrated. In an effort to combat this trend, the City's pooled risk group (Central San Joaquin Valley Risk Management Association) offered to fund a pilot program that offered the opportunity to negotiate and Alternative Dispute Resolution, or Carve-out, program.

Carve-outs provide an alternative to the dispute resolution procedures in the state workers' compensation system. Carve-outs were developed to provide the opportunity to establish an improved benefit-delivery system for injured workers and to encourage labor and management to collaborate toward this end. A carve-out offers more efficient responses to safety, dispute rates, and costs. These are benefits for all participants in the workers' compensation system - unions, employers, workers, and workers' compensation administration.

For Kingsburg, cost savings is an attractive reason to implement a carve out program, but not the driving force. Given the size of our individual departments, an employee out on a long-term injury causes significant stress on our ability to meet the needs of the community. Getting employees treatment and back to work serves as our main goal.

Both Kingsburg Fire and Police Associations have been an integral part of this program development. Association leaders recognize the need to find a more reliable, cost efficient manner of getting employees healthy and back to work. The benefit of a negotiated ADR program is that the Associations and City have agreed upon medical providers, so it eliminates any delays related to disputes that may normally occur regarding which evaluator, doctor or specialist the employee should visit.

It should be noted that the ADR program is separate from the maim MOUs with our bargaining group. Each of the ADR MOUs have been voted on and approved by their respective Associations. With Council approval, we expect to roll out the program in full by November, 2016.

### RECOMMENDED ACTION BY

1. Approve the proposed MOU for Police and Fire as presented.

### POLICY ALTERNATIVE(S)

1. Council could decide not to implement the new program and continue to utilize the default state WC model.

**REASON FOR RECOMMENDATION/KEY METRIC**

1. A responsible effort to make sure employees receive expedited medical care and are able to return to work after an on-the-job injury.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

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

**BACKGROUND INFORMATION**

**What is a carve-out?**

A carve-out is an alternative to the dispute resolution procedures in the state workers' compensation system. A carve-out is created through a collective bargaining agreement.

The goals of a carve-out may include:

- Improve safety programs and have fewer injury and illness claims.
- Increase access to quality medical providers and medical evaluators.
- Lower costs of medical care.
- Reduce disputes.
- Improve collaboration between unions and employers.
- Increase satisfaction of all parties.
- Provide the opportunity for continuous improvement by renegotiating the terms of the carve-out on an as-needed basis.

**What are the potential benefits of a carve-out?**

The following benefits have been identified as potential results from a carve-out:

- Reduction in injuries and claims as labor and management negotiate over effective safety programs.
- Effective medical delivery as the quality of medical care may improve due to various factors, including an agreed selection of quality providers willing to provide care and effective case management to improve the continuity of care.
- The right to negotiate any aspect of the delivery of medical benefits and the delivery of disability compensation to the employees who are eligible for health care coverage for non-occupational injuries and illnesses through their employer.
- Alternative dispute resolution process responding to employees' needs without litigation.
- Cost savings for unions, employers, and workers through fewer claims, fewer disputes, and discounts from insurers.
- Satisfaction by unions, employers, and workers.

**ATTACHED INFORMATION**

1. MOU – Kingsburg Police Officers Association

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE  
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF  
KINGSBURG AND THE KINGSBURG POLICE OFFICER'S ASSOCIATION**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Kingsburg (City) and the Kingsburg Police Officer's Association. This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and POA negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the POA by the City Administrator and two (2) POA representatives to be determined and designated in writing to the City by the POA President. The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list

of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

**Article 1: Purpose**

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code (“Workers’ Compensation Law”) with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees’ prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers’ compensation;
- 1.3 To provide workers’ compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

## **Article 2: Term of Agreement**

The City and POA enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's

self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

### **Article 3: Scope of Agreement**

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further

disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie solely with the City. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse

case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

#### **Article 4. Initial Injury/Illness Treatment**

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City’s designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City’s TPA will provide the approved list of specialists to the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician

desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

#### **Article 5. Expedited Medical-Legal Process**

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work ( including modified duty), current and future medical care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement.

Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records.

Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

## **Article 6. Mediation**

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue

including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been

rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue.

Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator.

No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said issue or issues with the WCAB until completion of the mediation process, as set forth above.

#### **Article 7: Nurse Case Management**

7.1 Any party subject to the provisions of this Agreement may request the

involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its

choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

#### **Article 8: Discovery**

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may elect to mediate the issue. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

**Article 9: General Provisions**

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the POA and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as follows:

- Kingsburg Police Officer's Association
- City of Kingsburg

**6.7 Authority.** Each individual signing this Agreement on behalf Of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

**6.8 Execution.** This Agreement is effective upon execution. It is the product of negotiation and all Parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed, the day and year first-above written.

**City of Kingsburg Police Officer's Association**

By: POA President Richard F Mejia



**Alex Henderson**

City Manager: \_\_\_\_\_

APPROVED AS TO FORM:

City Attorney

By: \_\_\_\_\_

Dated: \_\_\_\_\_



Meeting Date: 09/07/2016  
Agenda Item: IV a. 5

## CITY COUNCIL STAFF REPORT

**REPORT TO:** Mayor Blayney & City Council  
**REPORT FROM:** Alexander J. Henderson, City Manager  
**AGENDA ITEM:** Alternative Dispute Resolution - WC

**REVIEWED BY:** 

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

### EXECUTIVE SUMMARY

Each year during the budgeting process, City Council and staff discuss the overall effects of worker's compensation claims and their impact financially. All Cities in California have long struggled with an adequate way to efficiently administer WC claims. The default process is often onerous, causes delays, and leaves both injured workers and employers frustrated. In an effort to combat this trend, the City's pooled risk group (Central San Joaquin Valley Risk Management Association) offered to fund a pilot program that offered the opportunity to negotiate and Alternative Dispute Resolution, or Carve-out, program.

Carve-outs provide an alternative to the dispute resolution procedures in the state workers' compensation system. Carve-outs were developed to provide the opportunity to establish an improved benefit-delivery system for injured workers and to encourage labor and management to collaborate toward this end. A carve-out offers more efficient responses to safety, dispute rates, and costs. These are benefits for all participants in the workers' compensation system - unions, employers, workers, and workers' compensation administration.

For Kingsburg, cost savings is an attractive reason to implement a carve out program, but not the driving force. Given the size of our individual departments, an employee out on a long-term injury causes significant stress on our ability to meet the needs of the community. Getting employees treatment and back to work serves as our main goal.

Both Kingsburg Fire and Police Associations have been an integral part of this program development. Association leaders recognize the need to find a more reliable, cost efficient manner of getting employees healthy and back to work. The benefit of a negotiated ADR program is that the Associations and City have agreed upon medical providers, so it eliminates any delays related to disputes that may normally occur regarding which evaluator, doctor or specialist the employee should visit.

It should be noted that the ADR program is separate from the main MOUs with our bargaining group. Each of the ADR MOUs have been voted on and approved by their respective Associations. With Council approval, we expect to roll out the program in full by November, 2016.

### RECOMMENDED ACTION BY

1. Approve the proposed MOU for Police and Fire as presented.

### POLICY ALTERNATIVE(S)

1. Council could decide not to implement the new program and continue to utilize the default state WC model.

**REASON FOR RECOMMENDATION/KEY METRIC**

1. A responsible effort to make sure employees receive expedited medical care and are able to return to work after an on-the-job injury.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

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

**BACKGROUND INFORMATION**

**What is a carve-out?**

A carve-out is an alternative to the dispute resolution procedures in the state workers' compensation system. A carve-out is created through a collective bargaining agreement.

The goals of a carve-out may include:

- Improve safety programs and have fewer injury and illness claims.
- Increase access to quality medical providers and medical evaluators.
- Lower costs of medical care.
- Reduce disputes.
- Improve collaboration between unions and employers.
- Increase satisfaction of all parties.
- Provide the opportunity for continuous improvement by renegotiating the terms of the carve-out on an as-needed basis.

**What are the potential benefits of a carve-out?**

The following benefits have been identified as potential results from a carve-out:

- Reduction in injuries and claims as labor and management negotiate over effective safety programs.
- Effective medical delivery as the quality of medical care may improve due to various factors, including an agreed selection of quality providers willing to provide care and effective case management to improve the continuity of care.
- The right to negotiate any aspect of the delivery of medical benefits and the delivery of disability compensation to the employees who are eligible for health care coverage for non-occupational injuries and illnesses through their employer.
- Alternative dispute resolution process responding to employees' needs without litigation.
- Cost savings for unions, employers, and workers through fewer claims, fewer disputes, and discounts from insurers.
- Satisfaction by unions, employers, and workers.

**ATTACHED INFORMATION**

1. MOU – Kingsburg Firefighter's Association

**LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE  
DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF  
KINGSBURG AND THE KINGSBURG CITY FIREFIGHTER'S ASSOCIATION**

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Kingsburg (City) and the Kingsburg Professional Firefighter's Association (FFA). This Agreement is created pursuant to California Labor Code §3201.7(a) (3) (c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and FFA negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the FFA by the City Administrator and two (2) FFA representatives to be determined and designated in writing to the City by the FFA President. The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list

of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

**Article 1: Purpose**

The purposes of this Agreement are:

- 1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code (“Workers’ Compensation Law”) with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees’ prompt recovery and return to work;
- 1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers’ compensation;
- 1.3 To provide workers’ compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

## **Article 2: Term of Agreement**

The City and FFA enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's

self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

### **Article 3: Scope of Agreement**

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further

disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie solely with the City. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse

case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a “claimed injury” is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers’ Compensation Appeals Board (“WCAB”).

#### **Article 4. Initial Injury/Illness Treatment**

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City’s designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City’s TPA will provide the approved list of specialists to the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician

desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician.

Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

#### **Article 5. Expedited Medical-Legal Process**

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work ( including modified duty), current and future medical care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement.

Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records.

Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

## **Article 6. Mediation**

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue

including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code §132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been

rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue.

Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator.

No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation.

Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said issue or issues with the WCAB until completion of the mediation process, as set forth above.

## **Article 7: Nurse Case Management**

7.1 Any party subject to the provisions of this Agreement may request the

involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its

choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

#### **Article 8: Discovery**

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may elect to mediate the issue. This Article does not supplant or diminish the parties' rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

### **Article 9: General Provisions**

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the FFA and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as follows:

- Kingsburg Fire Fighter's Association
- City of Kingsburg

**6.7 Authority.** Each individual signing this Agreement on behalf Of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

**6.8 Execution.** This Agreement is effective upon execution. It is the product of negotiation and all Parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed, the day and year first-above written.

**City of Kingsburg Fire Fighter's Association**

By: \_\_\_\_\_

**Alex Henderson**

City Manager: \_\_\_\_\_

APPROVED AS TO FORM:

City Attorney

By: \_\_\_\_\_

Dated: \_\_\_\_\_



**Meeting Date:** 09/07/2016  
**Agenda Item:** IV 6

**CITY COUNCIL MEETING STAFF REPORT**

**REPORT TO:** Mayor Blayney & City Council

**REPORT FROM:** David Peters, City Engineer

**REVIEWED BY:** 

**AGENDA ITEM:** Award Sierra Street Reconstruction & 6<sup>th</sup> Avenue Drive Rehabilitation – Federal Project No. STPL 5170 (043) & (049)

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

The City solicited bids from contractors for the Sierra Reconstruction & 6<sup>th</sup> Avenue Drive Rehabilitation project. On August 23, 2016 the City received eight bids for the project ranging from \$473,907.50 to \$573,796.00. The low bid was submitted by RJ Berry Jr. Inc. from Fresno, California in the amount of \$473,907.50 for the base bid.

**RECOMMENDED ACTION BY CITY COUNCIL**

1. Award the Sierra Street Reconstruction & 6<sup>th</sup> Avenue Drive Rehabilitation project to RJ Berry Jr. Inc. for the base bid only in the amount of \$473,907.50.

**POLICY ALTERNATIVE(S)**

1. None

**REASON FOR RECOMMENDATION/KEY METRIC**

1. RJ Berry Jr. Inc. was the lowest responsible bidder.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

- |                              |                    |
|------------------------------|--------------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u>         |
| 2. Is it Currently Budgeted? | <u>Yes</u>         |
| 3. If Budgeted, Which Line?  | 318-5100-549-57-01 |

**FINANCIAL SUMMARY**

Project is funded by federal highway grant funds and local match funds budgeted in FY 2016-17.

**PRIOR ACTION/REVIEW**

None

**BACKGROUND INFORMATION**

The City solicited bids from contractors for the Sierra Reconstruction & 6<sup>th</sup> Avenue Drive Rehabilitation project. On August 23, 2016 the City received eight bids for the project ranging from \$473,907.50 to \$541,957.00. The low bid was submitted by RJ Berry Jr. Inc. from Fresno, California in the amount of \$473,907.50 for the base bid. The Engineer's Estimate for the project was \$514,699.00.

**ATTACHED INFORMATION**

1. Bid Summary attached.

**CITY OF KINGSBURG - SIERRA STREET RECONSTRUCTION & 6TH AVE DRIVE REHABILITATION**

BID SUMMARY 08/23/16

												#1	#2	#3	#4
												RJ Berry	Asphalt Design, Inc.	AJ Excavation	Central Valley Asphalt
<b>BID SCHEDULE A: Sierra Street Reconstruction</b>															
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount										
1	1	LS	Mobilization	\$10,000.00	\$10,000.00	\$8,942.00	\$8,942.00	\$6,000.00	\$6,000.00	\$2,845.00	\$2,845.00				
2	1	LS	Traffic Control	\$5,000.00	\$5,000.00	\$10,692.00	\$10,692.00	\$11,000.00	\$11,000.00	\$15,560.00	\$15,560.00				
3	1	LS	Dust Control	\$1,500.00	\$1,500.00	\$1,234.00	\$1,234.00	\$1,000.00	\$1,000.00	\$1,820.00	\$1,820.00				
4	1	LS	Clearing & Grubbing	\$10,000.00	\$10,000.00	\$12,214.00	\$12,214.00	\$3,400.00	\$3,400.00	\$7,025.00	\$7,025.00				
5	2,136	SF	Construct Concrete Sidewalk	\$6.50	\$13,884.00	\$6.45	\$13,777.20	\$15.00	\$32,040.00	\$5.50	\$11,748.00				
6	113	LF	Construct Concrete Curb & Gutter	\$30.00	\$3,390.00	\$46.63	\$5,269.19	\$40.00	\$4,520.00	\$27.00	\$3,051.00				
7	6,083	SY	Grind & Remove Existing AC (F)	\$2.50	\$15,207.50	\$3.96	\$24,088.68	\$2.00	\$12,166.00	\$2.75	\$16,728.25				
8	6,083	SY	Subgrade Recompaction & Grading	\$5.00	\$30,415.00	\$1.77	\$10,766.91	\$1.00	\$6,083.00	\$10.50	\$63,871.50				
9	1,510	TON	Hot Mix Asphalt Concrete (F)	\$73.50	\$110,985.00	\$76.55	\$115,590.50	\$82.00	\$123,820.00	\$68.90	\$104,039.00				
10	14	EA	Adjust Manhole Frames & Covers to Grade	\$1,000.00	\$14,000.00	\$909.34	\$12,730.76	\$750.00	\$10,500.00	\$1,050.00	\$14,700.00				
11	1	EA	Ajust Sewer Cleanout to Grade	\$750.00	\$750.00	\$555.00	\$555.00	\$750.00	\$750.00	\$1,145.00	\$1,145.00				
12	13	EA	Adjust Valve Frames & Covers to Grade	\$600.00	\$7,800.00	\$671.41	\$8,728.33	\$750.00	\$9,750.00	\$540.00	\$7,020.00				
13	3	EA	Adjust Pullbox to Grade	\$500.00	\$1,500.00	\$609.20	\$1,827.60	\$750.00	\$2,250.00	\$805.00	\$2,415.00				
14	1	EA	Construct Concrete Curb Ramp	\$3,700.00	\$3,700.00	\$2,592.00	\$2,592.00	\$3,100.00	\$3,100.00	\$2,400.00	\$2,400.00				
15	2	EA	Reset Storm Drain Inlet	\$1,000.00	\$2,000.00	\$1,491.00	\$2,982.00	\$4,600.00	\$9,200.00	\$3,265.00	\$6,530.00				
16	1	LS	Replace Loop Detector	\$3,500.00	\$3,500.00	\$3,272.00	\$3,272.00	\$3,600.00	\$3,600.00	\$2,750.00	\$2,750.00				
17	1	LS	Pavement Striping, Markers, & Markings	\$3,250.00	\$3,250.00	\$4,086.00	\$4,086.00	\$3,600.00	\$3,600.00	\$3,221.00	\$3,221.00				
18	1	LS	Miscellaneous Facilities	\$8,480.00	\$8,480.00	\$21,342.00	\$21,342.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00				
<b>SUBTOTAL:</b>					<b>\$245,361.50</b>		<b>\$260,690.17</b>		<b>\$257,779.00</b>		<b>\$269,368.75</b>				
<b>BID SCHEDULE B: 6th Avenue Drive Rehabilitation</b>															
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount										
1	1	LS	Mobilization	\$10,000.00	\$10,000.00	\$4,177.00	\$4,177.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00				
2	1	LS	Traffic Control	\$5,000.00	\$5,000.00	\$7,884.00	\$7,884.00	\$11,500.00	\$11,500.00	\$19,710.00	\$19,710.00				
3	1	LS	Dust Control	\$1,500.00	\$1,500.00	\$1,234.00	\$1,234.00	\$1,000.00	\$1,000.00	\$1,820.00	\$1,820.00				
4	1	LS	Clearing & Grubbing	\$20,000.00	\$20,000.00	\$21,552.00	\$21,552.00	\$26,000.00	\$26,000.00	\$20,975.00	\$20,975.00				
5	3,824	SY	Grind & Remove Existing AC (F)	\$2.00	\$7,648.00	\$2.36	\$9,024.64	\$3.00	\$11,472.00	\$13.00	\$49,712.00				
6	1,034	TN	Hot Mix Asphalt Concrete (F)	\$73.50	\$75,999.00	\$75.81	\$78,387.54	\$85.00	\$87,890.00	\$66.62	\$68,885.08				
7	17	EA	Concrete Curb Ramp	\$3,700.00	\$62,900.00	\$2,983.91	\$50,726.47	\$3,100.00	\$52,700.00	\$2,550.00	\$43,350.00				
8	646	SF	Concrete Sidewalk	\$6.50	\$4,199.00	\$5.84	\$3,772.64	\$15.00	\$9,690.00	\$5.50	\$3,553.00				
9	24	EA	Adjust Manhole Frames & Covers to Grade	\$1,000.00	\$24,000.00	\$909.34	\$21,824.16	\$750.00	\$18,000.00	\$965.00	\$23,160.00				
10	15	EA	Adjust Water Valve Frame & Cover to Grade	\$600.00	\$9,000.00	\$674.17	\$10,112.55	\$750.00	\$11,250.00	\$760.00	\$11,400.00				
11	1	EA	Relocate Sign & Post	\$300.00	\$300.00	\$729.00	\$729.00	\$400.00	\$400.00	\$945.00	\$945.00				
12	1	LS	Remove & Replace Loop Detectors	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,750.00	\$2,750.00				
13	1	LS	Pavement Striping, Markers, & Markings	\$2,200.00	\$2,200.00	\$2,734.00	\$2,734.00	\$2,500.00	\$2,500.00	\$2,180.00	\$2,180.00				
14	1	LS	Miscellaneous Facilities	\$4,000.00	\$4,000.00	\$24,125.00	\$24,125.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00				
<b>SUBTOTAL:</b>					<b>\$228,546.00</b>		<b>\$238,283.00</b>		<b>\$255,202.00</b>		<b>\$252,940.08</b>				
<b>BID SCHEDULE A+B:</b>					<b>\$473,907.50</b>		<b>\$498,973.17</b>		<b>\$512,981.00</b>		<b>\$522,308.83</b>				

												#5	#6	#7	#8
												MAC General Engineering	Dave Christian Construction	Granite Construction	American Paving
<b>BID SCHEDULE A: Sierra Street Reconstruction</b>															
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount										
1	1	LS	Mobilization	\$4,098.60	\$4,098.60	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00				
2	1	LS	Traffic Control	\$15,286.64	\$15,286.64	\$19,800.00	\$19,800.00	\$15,394.00	\$15,394.00	\$15,000.00	\$15,000.00				
3	1	LS	Dust Control	\$2,049.30	\$2,049.30	\$4,500.00	\$4,500.00	\$500.00	\$500.00	\$500.00	\$500.00				
4	1	LS	Clearing & Grubbing	\$19,216.54	\$19,216.54	\$21,550.00	\$21,550.00	\$14,000.00	\$14,000.00	\$20,000.00	\$20,000.00				
5	2,136	SF	Construct Concrete Sidewalk	\$7.09	\$15,144.24	\$7.00	\$14,952.00	\$8.00	\$17,088.00	\$5.80	\$12,388.80				
6	113	LF	Construct Concrete Curb & Gutter	\$44.65	\$5,045.45	\$35.00	\$3,955.00	\$45.00	\$5,085.00	\$28.90	\$3,265.70				
7	6,083	SY	Grind & Remove Existing AC (F)	\$3.27	\$19,891.41	\$2.20	\$13,382.60	\$5.00	\$30,415.00	\$3.50	\$21,290.50				
8	6,083	SY	Subgrade Recompaction & Grading	\$1.73	\$10,523.59	\$2.60	\$15,815.80	\$2.00	\$12,166.00	\$3.00	\$18,249.00				
9	1,510	TON	Hot Mix Asphalt Concrete (F)	\$76.05	\$114,835.50	\$76.00	\$114,760.00	\$83.00	\$125,330.00	\$71.00	\$107,210.00				
10	14	EA	Adjust Manhole Frames & Covers to Grade	\$1,005.14	\$14,071.96	\$950.00	\$13,300.00	\$750.00	\$10,500.00	\$800.00	\$11,200.00				
11	1	EA	Ajust Sewer Cleanout to Grade	\$1,142.36	\$1,142.36	\$850.00	\$850.00	\$700.00	\$700.00	\$500.00	\$500.00				
12	13	EA	Adjust Valve Frames & Covers to Grade	\$987.08	\$12,832.04	\$500.00	\$6,500.00	\$700.00	\$9,100.00	\$500.00	\$6,500.00				
13	3	EA	Adjust Pullbox to Grade	\$610.01	\$1,830.03	\$600.00	\$1,800.00	\$75.00	\$225.00	\$100.00	\$300.00				
14	1	EA	Construct Concrete Curb Ramp	\$5,483.70	\$5,483.70	\$4,100.00	\$4,100.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00				
15	2	EA	Reset Storm Drain Inlet	\$413.28	\$826.56	\$4,500.00	\$9,000.00	\$500.00	\$1,000.00	\$1,300.00	\$2,600.00				
16	1	LS	Replace Loop Detector	\$3,643.20	\$3,643.20	\$3,520.00	\$3,520.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00				
17	1	LS	Pavement Striping, Markers, & Markings	\$3,667.11	\$3,667.11	\$7,250.00	\$7,250.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00				
18	1	LS	Miscellaneous Facilities	\$6,375.61	\$6,375.61	\$18,000.00	\$18,000.00	\$500.00	\$500.00	\$58,200.00	\$58,200.00				
<b>SUBTOTAL:</b>					<b>\$255,963.84</b>		<b>\$283,035.40</b>		<b>\$263,203.00</b>		<b>\$297,604.00</b>				
<b>BID SCHEDULE B: 6th Avenue Drive Rehabilitation</b>															
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount										
1	1	LS	Mobilization	\$2,732.41	\$2,732.41	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00				
2	1	LS	Traffic Control	\$2,888.61	\$2,888.61	\$13,200.00	\$13,200.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00				
3	1	LS	Dust Control	\$1,366.20	\$1,366.20	\$2,700.00	\$2,700.00	\$500.00	\$500.00	\$500.00	\$500.00				
4	1	LS	Clearing & Grubbing	\$34,589.77	\$34,589.77	\$6,200.00	\$6,200.00	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00				
5	3,824	SY	Grind & Remove Existing AC (F)	\$1.99	\$7,609.76	\$2.30	\$8,795.20	\$4.00	\$15,296.00	\$1.40	\$5,353.60				
6	1,034	TN	Hot Mix Asphalt Concrete (F)	\$75.07	\$77,622.38	\$89.00	\$92,026.00	\$85.00	\$87,890.00	\$75.00	\$77,550.00				
7	17	EA	Concrete Curb Ramp	\$5,416.08	\$92,073.36	\$4,100.00	\$69,700.00	\$5,000.00	\$85,000.00	\$2,600.00	\$44,200.00				
8	646	SF	Concrete Sidewalk	\$7.81	\$5,045.26	\$8.00	\$5,168.00	\$8.00	\$5,168.00	\$5.40	\$3,488.40				
9	24	EA	Adjust Manhole Frames & Covers to Grade	\$1,047.13	\$25,131.12	\$950.00	\$22,800.00	\$750.00	\$18,000.00	\$800.00	\$19,200.00				
10	15	EA	Adjust Water Valve Frame & Cover to Grade	\$866.49	\$12,997.35	\$500.00	\$7,500.00	\$700.00	\$10,500.00	\$500.00	\$7,500.00				
11	1	EA	Relocate Sign & Post	\$341.55	\$341.55	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00				
12	1	LS	Remove & Replace Loop Detectors	\$1,821.60	\$1,821.60	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00				
13	1	LS	Pavement Striping, Markers, & Markings	\$2,481.90	\$2,481.90	\$2,350.00	\$2,350.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00				
14	1	LS	Miscellaneous Facilities	\$9,791.11	\$9,791.11	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$65,400.00	\$65,400.00				
<b>SUBTOTAL:</b>					<b>\$276,492.38</b>		<b>\$257,439.20</b>		<b>\$278,754.00</b>		<b>\$276,192.00</b>				
<b>BID SCHEDULE A+B:</b>					<b>\$532,456.22</b>		<b>\$540,474.60</b>		<b>\$541,957.00</b>		<b>\$573,796.00</b>				



Meeting Date: 09/07/2016  
Agenda Item: IV 7

**CITY COUNCIL MEETING STAFF REPORT**

**REPORT TO:** Mayor Blayney & City Council

**REPORT FROM:** Abigail Palsgaard, City Clerk

**REVIEWED BY:**

**AGENDA ITEM:** Claim Rejection- Kristin Perez

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

This Claim was filed in the office of the City Clerk on August 11, 2016. The claim was referred to Acclamation Insurance Management Services (AIMS) for investigation. AIMS is the adjuster for Risk Management Authority (RMA) in liability issues. Suzanne E. Johnson, AIMS Claims Specialist, reviewed the claim and has recommended that the claim be taken to the City Council for rejection. After action by the City Council a notice will be sent to Ms. Kristin Perez informing her of the Council action.

**RECOMMENDED ACTION BY CITY COUNCIL**

1. Reject Claim filed by Kristin Perez for damage to her vehicle relating to an incident that occurred on May 1, 2016.

**POLICY ALTERNATIVE(S)**

1. None.

**REASON FOR RECOMMENDATION/KEY METRIC**

Ms. Kristin Perez filed a claim with the City of Kingsburg claiming property damage caused by road construction at the corner of Sierra and Marion Street

A Contractor was working on a City construction project in the subject loss location at the time of the accident, who was responsible for their construction site, including traffic control. In the contract between the City of Kingsburg and the Contractor, with respect to any work required to be done under said contract, the Contractor was to indemnify and hold harmless the City of Kingsburg for any liability claims, including property damage.

In order to follow the process as required by the Government Code the City Council rejects the claim filed by Kristin Perez as suggested by the City's claims adjuster. The City Clerk then sends a Notice of Action on Claim (Form F) to the claimant.

**ATTACHED INFORMATION**

1. Claim filed by Kristin Perez

CITY OF KINGSBURG

CLAIM FORM

FORM B

(Please Type Or Print)

CLAIM AGAINST City of Kingsburg  
Claimant's name: Kristin Perez (Name of Entity)

SS#: [REDACTED] DOB: [REDACTED] Gender: Male \_\_\_\_\_ Female

Claimant's address: [REDACTED] Kingsburg CA 93631

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: May 1, 2016

Date injuries, damages, or losses were discovered: May 1, 2016

Location of incident/accident: Corner of Sierra i Marion St.

What did entity or employee do to cause this loss, damage, or injury? Failed to set up caution cones or warnings to let drivers know that part of the road is missing.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? \_\_\_\_\_

What specific injuries, damages, or losses did claimant receive? Due to hitting very large dip and bump in road caused a popped tire and bent rim.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]  
\$1,000.00

How was this amount calculated (please itemize)? The Rim replacement was \$400.- not including the cost for removal of old rim, sensors.  
(Use back of this form or separate sheet if necessary to answer this question in detail.) The tire was a \$515.12 tire.

Date Signed: 8/9/16 Signature: Kristin Perez

If signed by representative:  
Representative's Name \_\_\_\_\_ Address \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_

REC'D AUG 11 2016



Meeting Date: 09/07/2016  
Agenda Item: V 2

**CITY COUNCIL MEETING STAFF REPORT**

**REPORT TO:** Mayor Blayney and City Council

**REPORT FROM:** Alexander J. Henderson, City Manager **REVIEWED BY:** 

**AGENDA ITEM:** Impact Fee Update Resolution

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

The City engaged David Taussig & Associates, Inc. (“DTA”) to update the City’s Development Impact Fee Program. As part of the process of analyzing the Development Impact Fee Program, DTA worked with Peters Engineering and staff to prepare a public facilities project list consistent with various technical studies and planning documents that have been approved by the Council (e.g. Storm Drain Master Plan, Capital Improvement Program, 1994 General Plan Update, and the 2005 North Kingsburg Specific Plan).

Based upon comments and direction of the City Council, a final Justification Study was considered and adopted by Council. In order to enact the fees, a resolution updating the master fee schedule is required.

It should be noted the fees are contingent based upon the application for building permits. To date, there are no qualifying projects that have applied since the justification study was adopted. It’s anticipated new single family development will be pulling applications in the near future.

**RECOMMENDATION**

1. *Adopt the list of fees as presented.*

**POLICY ALTERNATIVE(S)**

1. Council has approved the justification study. This action enacts the new fee level.

**REASON FOR RECOMMENDATION/KEY METRIC**

1. To provide financial stability and ensure new development pays a fair share, protecting existing residents from infrastructure costs for new impacts.

**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>

## **FINANCIAL SUMMARY**

All new development, both commercial and residential, are required to pay impact fees to help offset the cost of infrastructure development.

## **BACKGROUND**

In 1992, the City of Kingsburg established Development Impact Fees (“Impact Fees”), also known as Capital Facilities Fees, to finance capital improvements. The most recent impact fee study was conducted in 2005; as a result of this study, impact fees were increased substantially. In March 2012, the City of Kingsburg reduced their impact fees by 25%. This incentive was extended in late 2014 to continue through 2018.

The City of Kingsburg’s current impact fees include:

- Traffic
- Fire Facilities
- Police Facilities
- City Hall Facilities
- Specialized Recreation Facilities
- Corporation Yard Facilities
- Library Facilities
- Water Facilities
- Storm Drain Facilities
- Combined Recreation Area Acquisition and Improvement Fees

Typically a City would review and update the fee impact study every five (5) years. This ensures the City it is recovering its costs attributed to constructing new infrastructure to support new development. The periodic update also ensures the development community that it is also paying its pro rata share of the impacts to the infrastructure systems.

On July 1, 2015, City Council approved a Professional Service Agreement with David Taussig & Associates, Inc. (DTA) to update the City’s Development Impact Fee Program. The scope of work includes:

- Review of all previous City of Kingsburg Development Impact Studies
- Meeting with each Department Director to discuss existing and future projects
- Developing population and dwelling unit projections
- Compiling capital needs and Levels of Service
- An informal review of existing DIF accounting procedures
- Developing methodology for calculating new fee amounts
- Determining recommended Fee Levels
- Analysis proposed fees compared to other surrounding Cities
- Assisting the City in preparation of the implementing Ordinance

DTA reviewed the existing City studies, participated in the Kick-off meeting, and provided general direction to City Department Heads for their development of the proposed Development Impact Fee Program, Public Facilities Needs List. Council was first presented a list of projects for discussion on October 21, 2015. The public facilities project list before the City Council was developed based upon the following concepts;

- The projects list is consistent with various technical studies (e.g. Storm Drain Master Plan, 1992 General Plan Update, and the 2005 North Kingsburg Specific Plan).
- The projects list addresses near-term development impacts to public infrastructure
- The projects list incorporates the proportional impact of new development on the existing public infrastructure
- The projects list is reasonably achievable in the planning horizon
- The projects list was not artificially inflated to overburden future development

The consultant then developed both the nexus for the fee and prepared the proposed cost(s) to be allocated to new development. The proposed update to each of the Development Impact Fee categories was then presented to the City Council for final approval, along with a comparison to our surrounding cities. City Council formally adopted the new justification study during their March 16, 2016 meeting.

**ATTACHED INFORMATION**

1. Proposed Resolution 2016-048

**RESOLUTION NO. 2016-048**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSBURG AMENDING  
IMPACT FEES IN THE MASTER FEE SCHEDULE FOR THE CITY OF KINGSBURG**

**WHEREAS**, on September 7, 2016, the Kingsburg City Council held a duly noticed public hearing on adjustments and additions to the Master Fee Schedule for the City of Kingsburg and received oral and written testimony regarding this matter; and

**WHEREAS**, the City Council desires to amend Resolution 2014-33, which set the current Master Fee Schedule for the City of Kingsburg; and

**WHEREAS**, by adjusting these fees, the amended Master Fee Schedule shall assist in providing full and fair compensation to the City of Kingsburg for services related to specific permits and planning actions on behalf of the City; and

**NOW THEREFORE, BE IT RESOLVED:** That Resolution 2016-048 is approved, and that the adjustments and additions to the City of Kingsburg Master Fee Schedule are hereby incorporated, as outlined in Exhibit "A".

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Kingsburg duly called and held on the 7<sup>th</sup> day of September 2016, by the following vote:

AYES: Council Member(s):  
NOES: Council Member(s):  
ABSTAIN: Council Member(s):  
ABSENT: Council Member(s):

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Abigail Palsgaard, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF FRESNO )ss  
CITY OF KINGSBURG )

I, ABIGAIL PALSGAARD, City Clerk of the City of Kingsburg, do hereby certify the foregoing Resolution 2016-048 was duly passed and adopted at a regular meeting of said City Council held on the 7<sup>th</sup> day of September 2016.

Dated: September 7, 2016

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Abigail Palsgaard, City Clerk

# IMPACT FEES

- Residential Fees (per Unit) and Non-Residential Fees (Per 1,000 Sq. Ft.

	<u>Traffic</u>	<u>Water</u>	<u>Public Safety</u>	<u>Parks &amp; Recreation</u>	<u>General Government</u>	<u>Admin.</u>	<u>Total Fees (1)</u>
Single Family Residential	\$2023.00 per PM Peak Hour Trip	\$2368.00	\$2725.00	\$3876.00	\$3330.00	\$369.00	\$12668.00
Multi Family Residential		\$1090.00	\$2180.00	\$3100.00	\$2664.00	\$271.00	\$9305.00
Retail		\$1439.00	\$1848.00	\$0	\$2258.00	\$166	\$5710.00
Office		\$1439.00	\$1386.00	\$0	\$1693.00	\$136.00	\$4753.00
Industrial		\$237.00	\$462.00	\$0	\$564.00	\$38.00	\$1302.00
Institutional		\$119.00	\$231.00	\$0	\$282.00	\$19.00	\$651.00

(1) Full SPR fee load equals \$15356.00 when including \$2023.00 for Traffic fee and \$605.00 for Storm Drain.

## EXHIBIT A

<u>Storm Drain Fees (Due prior to approval of Final Map)</u>	<u>Per Acre</u>	<u>Per Sq. Ft.</u>	<u>Combined Recreation Area Acquisition and Improvement Fees</u> <u>Due at time of Building Permit Issuance</u>	<u>Per Unit</u>
Commercial	\$11996.00	\$0.28	SF Detached or Attached	\$1428.00
Industrial	\$10511.00	\$0.24	2-4 Dwelling Units per site	\$663.00
Schools & Hospital	\$5941.00	\$0.14	Multi Family 5-15 Dwelling Units per acre	\$400.00
Medium High Density	\$5941.00	\$0.14	Multi Family 16+ Dwelling Units per acre	\$533.00
Residential Reserve	\$4228.00	\$0.97		
Low Density Residential	\$3656.00	\$0.84		
Recreation and Cemeteries	\$1829.00	\$0.05		



**Meeting Date:** 09/07/2016  
**Agenda Item:** V 3

**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:** 

**AGENDA ITEM:** Update - Municipal Code Amendment – 6.04 of Title 6 – Dogs and Other Animals

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

Per the last Council Meeting on August 17, 2016, the Council requested some clarification on some of the areas in the revision of Municipal Code Amendment – 6.04 of Title 6.

After discussion during the last Council Meeting, staff has continued to research specific areas in the code. In addition, questions from the public sparked additional conversation regarding how to best structure the new ordinance. As such, staff is recommending the amended ordinance with a few minor modifications from the document presented at the August 17<sup>th</sup> meeting.

The updated Code Amendment includes:

- Clarification of section – Excessive Noise, Nuisance: dogs cited more than 3 times in one 12 month period shall be deemed a public nuisance.
- Additional information added to the section regarding At Large, Prohibited: the addition of a section noting that dogs at large more than 3 times in a 12 month period will be considered a public nuisance.
- Addition to Hearing Decision Section: the addition of a section noting that the owner may appeal with the Fresno County Superior Court 10 days after the decision.
- Keeping the amount of dogs at 4 per household.

**RECOMMENDED ACTION BY CITY COUNCIL**

1. Waive the first reading and introduce Ordinance No. 2016-004 amending in its entirety Chapter 6.04 Of Title 6 Of The Kingsburg Municipal Code Pertaining To Dogs And Other Animals, 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 6.04 TO TITLE 6 OF  
THE KINGSBURG MUNICIPAL CODE"

**POLICY ALTERNATIVE(S)**

1. Provide staff with direction on sections that may need further clarification.

**REASON FOR RECOMMENDATION/KEY METRIC**

1. The need to update the existing code to address the areas not currently covered.
2. To address some of the changing trends in Animal Control.

**FINANCIAL INFORMATION**

**FISCAL IMPACT:**

- |                              |                       |
|------------------------------|-----------------------|
| 1. Is There A Fiscal Impact? | YES                   |
| 2. Is it Currently Budgeted? | NO                    |
| 3. If Budgeted, Which Line?  | Master Fee Resolution |

**PRIOR ACTION/REVIEW**

At the August 17, 2016 meeting the Council discussed the need to update our code to better handle the current animal control issues.

Some of the main points that were addressed are:

1. **Definitions** – Although this section is not new, there are new definitions that have been added. Definitions such as: Animal Control Officer, Bird, Breeder, Domesticated Animals, Fowl, Hearing Officer and so on. These definitions provide clarification and additional direction to certain sections of the chapter.
2. **6.04.020** – addition of section E: allows any animal to be lawfully removed if the owner refuses to have the dog vaccinated and licensed with the City. The owner will then have 5 days to redeem the animal and pay the fees, after the 5 days, the City takes control of the animal.
3. **6.04.040** – addition of sections E thru K: This section provides steps for animal bites and the requirements of the animal control officer, physicians, animal and owner – for release and information needed for release.
4. **6.04.050 – Redeeming of Impounded Animals:** this section used to be named – **Maintaining Other Animals** . This section reviews redeeming impounded animals. Included provisions on what the animal control officer will need to do when the animal has been impounded and provisions for release. As well as a rubric for redemption fees. The fees in this section will need to be reviewed and approved by Council so they can be included in the Mater Fee Resolution.
5. **6.04.060** – Introduction of **Duties of an Animal Control Officer:** this section provides direction on what the Animal Control Officer (ACO) would be responsible for. This section used to be labeled **Operating and licensing of kennels.**
6. **6.04.070 – Authority of Animal Control Officer:** This section introduces the ACO and what authority they have.

7. **6.04.080 – Animal Care:** terms and guidelines to which the City can classify “cruel acts”.
8. **6.04.110 – Excessive Noise, Nuisance:** providing guidelines for what is considered excessive noise and a nuisance.
9. **6.04.113 – Prohibited Animals:** this section has been expanded to provide clear guidance and direction of what kinds of animals are allowed within the City Limits.
10. **6.04.114 – Introduction of Breeders Permit:** provides guidelines on what a breeder can and cannot do. The introduction of a permitting process to be a breeder, and guidelines on what the permit will require.
11. **6.04.115 – Prohibition of Potentially Dangerous or Vicious Dogs**
12. **6.04.116 – Procedure to Determine if a Dog is Dangerous or Vicious:** To determine if a dog is dangerous or vicious, the Police Chief or his designee will provide notice to the owner within 5 days. If the owner would like a hearing they may do so within 10 days after the notice date. If the owner does not respond to the request, the City will take control of the animal.
13. **6.04.117 – Conduct of Hearing:** guidelines for the hearing, guidelines to determine if the dog is potentially dangerous or vicious.
14. **6.04.118 - Hearing Decision:** determinations that the hearing officer may make and the guidelines they may follow.
15. **6.04.119 –Disposition of a Potentially Dangerous or Viscous Dog.**
16. **6.04.120 – Procedure if Dog is Not Found Potentially Dangerous or Vicious:** If it has been determined that the dog is not dangerous or vicious, there are requirements the owner will need to take in order to keep their dogs. These steps will be imposed by the hearing officer.
17. **6.04.121 – Penalties for Dog Bites and Attacks:** This section provides penal and financial penalties to owners whose dogs attack another dog and/or human.
18. **6.04.122 – Penalties Generally:** Owners violating any of the provisions in the chapter will be guilty of an infraction and will have to pay the fees provided in the section.
19. **6.04.123 – Protection of Police Canine Units:** Rights and protections of Kingsburg Police K9’s.
20. **6.04.124 – Public Events and Assembly:** The right for Council to allow or deny dogs at public events per resolution.
21. **6.04.125 - Mandatory Microchipping of Dogs and Cats:** requirement that all dogs and cats within the City limits be microchipped.

### **BACKGROUND INFORMATION**

The City Council has discussed the possibility of allowing chickens within the City limits of Kingsburg. Although the Council decided not to move forward with that action, the discussion of the current animal control situation came up and how we can address some of the reoccurring issues.

Some of the issues include: animals running at large, dog bites and owners not complying with the City dog license and tag laws. Staff believes many of the issues regarding dogs at large are a matter of owner responsibility as opposed to a stray dog problem.

Occurrences of dogs running at large can be addressed by a stricter fine schedule.

Mandatory microchipping will provide us with an additional tool to help us reunite dogs and owners. Although all dogs within the City are required to be licensed and to wear a tag, there are situations where their collar may get removed. The microchipping will still allow us to contact the owner.

**ATTACHED INFORMATION**

1. Revised Code: Ordinance No. 2016 – 004  
An Ordinance of the City of Kingsburg Amending, in its Entirety, Chapter 6.04  
Of the Title 6 of the Kingsburg Municipal Code Pertaining Dogs and Other Animals.

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**ORDINANCE NO. 2016-004**

**AN ORDINANCE OF THE CITY OF KINGSBURG AMENDING, IN ITS ENTIRETY, CHAPTER  
6.04 OF TITLE 6 OF THE KINGSBURG MUNICIPAL CODE  
PERTAINING DOGS AND OTHER ANIMALS**

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

**Section 1.** Chapter 6.04 of Title 6 of the Kingsburg Municipal Code is amended in its entirety as follows:

**6.04.010 Definitions.**

Unless the particular provision or the context otherwise requires, the definitions and provisions contained in the following subsections of this section shall govern the construction, meaning and application of the words and phrases used in this chapter 6.04; and except to the extent a particular word or phrase is otherwise specifically defined herein, the definitions contained in Chapter 1.04 of Title 1 of this code, shall also govern the construction, meaning and application of the words and phrases used in this chapter. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

“Animal”: Any living vertebrate member of the animal kingdom.

“Animal Control Officer”: Unless otherwise designated by the State of California, City of Kingsburg, or Fresno County, the Chief of Police shall designate a police employee as the Animal Control Officer. In addition, all police officers of the city are required to perform the duties of the Animal Control Officer as may be required by the Chief of Police.

“At Large”: Means an animal off the premises of the person owning or having the possession, charge, custody, or control of the animal and not under the immediate control of a person by means of an enclosure, leash, rope, or other means of immediate effective physical control.

“Bird”: Any member of the bird family, including, but not limited to, parakeets, cockatiels, macaws, parrots, finches, conures and swans, domesticated to serve as a pet.

“Breeder”: Any person or entity which breeds two (2) or more litters of dogs in one year for sale or profit.

“Cat”: Any member of the feline family, male or female, domesticated to serve as a pet.

“Dog”: Any member of the canine family, male or female, domesticated to serve as a pet.

“Domesticated Animals”: Dogs, cats, small mammals, reptiles, amphibians and birds kept and maintained as household pets.

“Fowl”: Any chicken, duck, goose, turkey, guinea, pigeon, peacock or other fowl.

1 "Hearing Officer": The Chief of Police or any designee of the Chief of Police.

2 "Impoundment": Shall mean the taking up and confinement of any animal in the Pound  
3 or an animal shelter, veterinary hospital, or other facility.

4 "Litter": A litter means two (2) or more offspring from one or more female dogs or cats  
5 located at the same premises.

6 "Livestock": Any horse, pony, mule, burro, jack or jennie, cow, bull, calf, heifer, sheep,  
7 goat, swine, hog, pig, and all other domestic or domesticated animals other than household  
8 pets.

9 "Owner": Any individual, partnership, limited liability company, corporation or other entity  
10 owning, having an interest in, having custody or possession of, keeping or harboring one or  
11 more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three (3)  
12 consecutive days or more.

13 "Person": Any individual, partnership, limited liability company, corporation or other  
14 entity.

15 "Potentially Dangerous Dog" means any of the following:

16 1. Any dog which, when unprovoked, engages in any behavior that requires a defensive  
17 action by any person to prevent bodily injury when the person and the dog are off the property  
18 of the owner or keeper of the dog.

19 2. Any dog which, when unprovoked, bites a person causing a less severe injury than  
20 as defined in Food and Agriculture Code Section 31604.

21 3. Any dog which, when unprovoked, has killed, seriously bitten, inflicted injury, or  
22 otherwise caused injury attacking a domestic animal off the property of the owner or keeper of  
23 the dog.

24 "Pound": Means the place provided by the city for the impounding of animals, whether  
25 maintained directly by the city, or person pursuant to an agreement or contract with the city or in  
26 conjunction with another city or county.

27 "Premises": Means a house, other dwelling, a yard or other area so enclosed as to  
prevent an animal from escaping.

"Private Property": Means all property not defined as a "public place".

"Public Event": Means any event or festival permitted by the city that results in the  
gathering of people in areas closed to vehicular traffic.

"Public Place": Any park, public building, playground, street, road, alleyway, or other  
place open to the general public.

"Restraint": A leash not in excess of eight feet (8'), a tethered lead, or a fenced  
enclosure which keeps the animal under the control of a person or within the premises of the

1 owner of the animal or the person who has possession, charge, custody or control of the  
2 animal.

3 "Unlicensed Dog": Means any dog for which the city dog license for the current year has  
4 not been paid.

5 "Vaccination" or "Vaccination Against Rabies" means the inoculation of a dog with a  
6 vaccine approved by the city or the United States Public Health Service for use in the  
7 prevention of rabies in dogs.

8 "Veterinary Hospital": Any establishment maintained and operated by a licensed  
9 veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

10 "Vicious Dog": means any of the following:

11 1. Any dog seized under Section 599aa of the Penal Code and upon the  
12 sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the  
13 Penal Code.

14 2. Any dog which, when unprovoked, in an aggressive manner, inflicts severe  
15 injury on or kills a human being.

16 3. Any dog previously determined to be and currently listed as a potentially  
17 dangerous dog which, after its owner or keeper has been notified of this determination,  
18 continues such behavior.

19 **6.04.020 - Licenses Generally.**

20 A. All dogs over four (4) months of age, kept, harbored or maintained by their  
21 owners in the city shall be licensed and registered. Within thirty (30) days after acquiring a dog,  
22 the owner of the dog must file: (i) an application for licensing and registration with the city clerk  
23 together with a vaccination certificate, as required by Section 6.04.040 of this chapter; (ii) proof  
24 the dog has been micro-chipped as required by Section 6.04.125 of this chapter; and payment  
25 of a license fee as set by city council resolution. Licenses shall be valid for the fiscal year July 1  
26 to June 30, and shall be purchased annually. The provisions of this section are not intended to  
27 apply to dogs whose owners are nonresidents temporarily within the city or to dogs brought into  
the city for the purpose of participating in any dog show.

B. Every person owning or keeping a dog that has been specifically trained and  
certified as an aid to a person with a physical or mental disability, including, without limitation,  
seeing eye dogs, must be licensed and registered, obtain a vaccination certificate and must be  
micro-chipped but shall be exempt from payment of license fees.

C. All dog licenses shall be issued for a period terminating on the thirtieth (30th) day  
of June of each year. For a license issued prior to January 1 of any year, a full year license fee  
shall be paid. For a license issued after the first day of January of any year, only one-half of the  
annual license fee shall be paid. Any penalty payments associated with dog licenses shall be  
paid in the same fashion as the dog license fee.

1 D. No dog license shall be issued for any dog unless the owner of the dog shall  
2 present to the city clerk a certificate by a licensed veterinarian (vaccination certificate) that the  
3 dog has been vaccinated in accordance with Section 6.04.040.

4 E. Any dog which is unlicensed or which the license fee is unpaid, or upon which  
5 the owner refuses to obtain a license or pay the license fee, or refuses to have the dog  
6 vaccinated and micro-chipped as required by this chapter, may be lawfully taken up and  
7 impounded by an animal control officer and it shall be lawful for an animal control officer to  
8 enter upon the property of any person for the purpose of taking up and impounding the dog.  
9 Any dog taken up and impounded as provided herein shall be held at the pound for ten (10)  
10 days. If the requirements of this Section are not met within said ten (10) days, the animal  
11 control officer shall cause the dog to be disposed of in accordance with the provisions of  
12 subsections F and G of Section 6.04.050. In addition to payment of license fees, the owner  
13 shall also pay redemption and impoundment fees.

#### 9 **6.04.030 - License Tags.**

10 Upon payment of the license fee set by resolution of the city council, the city clerk shall  
11 issue to the owner a license certificate and a metallic tag for each dog so licensed. The shape  
12 of the tag shall be changed every year and shall have stamped thereon the year for which it  
13 was issued and the number corresponding with the number on the certificate. Every owner shall  
14 be required to provide each dog with a collar to which the license tag must be affixed, and shall  
15 see that the collar and tag are constantly worn by the dog. In case a dog tag is lost or  
16 destroyed, a duplicate will be issued by the city clerk upon presentation of a receipt showing the  
17 payment of the license fee for the current year, and the payment of a fee, as set by city council  
18 resolution, for such duplicate dog tag. Dog tags shall not be transferable from one dog to  
19 another, and no refunds shall be made of any dog license fee because of death of the dog or  
20 the owner's leaving the city before expiration of the license period.

#### 17 **6.04.040 - Rabies Vaccination.**

18 A. Every person who keeps or harbors any dog or other animal requiring rabies  
19 vaccination shall have same vaccinated with a vaccine approved by the California Department  
20 of Health by a duly licensed veterinarian. Said vaccination against rabies shall commence with  
21 dogs over four (4) months of age ("**Initial Vaccination**") and all other animals as required by  
22 standards of veterinary medicine practices. Dogs and cats shall be re-vaccinated one (1) year  
23 after the Initial Vaccination and at least every three (3) years thereafter.

24 B. Upon demand of any animal control officer, every person keeping or harboring  
25 any animal that requires vaccination against rabies shall produce a current certificate of  
26 vaccination for said animal.

27 C. The animal control officer shall impound any animal which has not been  
vaccinated as required by this section.

D. Every person practicing veterinarian medicine in the city who vaccinates dogs or  
other animals with rabies vaccine shall issue to the owner thereof a certificate signed by such  
veterinarian which states:

1. The name and address of the owner of the vaccinated animal;

1           2       The kind of vaccine used, the name of the manufacturer, the  
2 manufacturer's serial or lot number and the date of vaccine;

3           3.       The breed, age, color and sex of the vaccinated dog;

4           4.       Year and number of the license tag of the vaccinated dog.

5           E.       The animal control officer shall take up and place in isolation any dog, cat or  
6 other animal which in the opinion of the owner of the animal, a licensed veterinarian or the  
7 animal control officer displays symptoms suggestive of rabies. Such isolation shall be at the  
8 pound unless the owner of the dog or cat, with the approval of the animal control officer,  
9 arranges with a licensed veterinarian for such isolation in a private animal hospital or clinic. Any  
10 dog or cat placed in such isolation shall be kept strictly confined and under such observation as  
11 may be required by the animal control officer. Isolation shall continue for at least ten (10) days  
12 from the date the symptoms suggestive of rabies were first observed. The isolation may be  
13 continued for a period longer than ten (10) days if, in the opinion of any licensed veterinarian or  
14 the animal control officer, a longer period is necessary. At the expiration of the isolation period,  
15 any dog or cat confined at the pound shall be released upon payment of the fees set by  
16 resolution of the city council.

17           F.       It shall be the duty of every licensed veterinarian in the city to report immediately  
18 to the animal control officer any animal observed by him/her as having rabies or is suspected of  
19 having rabies.

20           G.       It shall be the duty of every physician, or other person, to report to the animal  
21 control officer the name and address of any person treated for a bite inflicted by an animal of a  
22 species subject to rabies infections, and any other information as required by the animal control  
23 officer.

24           H.       The animal control officer shall take up, impound, and isolate for at least ten (10)  
25 days following the date of the alleged bite, any animal of a type subject to rabies that is  
26 reported to have bitten any person, whether or not such animal displays any symptoms  
27 suggestive of rabies. The animal shall be impounded and isolated in the manner provided in  
Subsection E above.

          I.       Any person who is 18 years of age or older may, however, make written request  
to the animal control officer for the isolation of such biting animal either in facilities provided by  
a licensed veterinarian or in a licensed boarding kennel or upon the private premises of the  
person making such request. If such request is approved by the animal control officer, such  
biting animal shall not be taken up and impounded but shall instead be kept strictly confined  
and isolated in such veterinarian's facilities or on such private premises for the isolation period.

          J.       Every person who, after requesting and obtaining approval for the keeping of a  
biting animal confined and isolated upon his/her private premises, fails for any reason  
whatsoever to keep such animal continuously confined and isolated upon his/her premises,  
either indoors or inside an enclosure, for a period of ten (10) days after the day such written  
approval of such confinement and isolation by the animal control officer, is guilty of an  
infraction. Any such animal, whether licensed or unlicensed, not continuously confined and  
isolated as required shall be taken up forthwith by the animal control officer and isolated as  
provided in Subsection E of this Section 6.04.040.

1 K. No person shall bring an animal or permit an animal to enter the city in which  
2 rabies exists, or has existed within the previous six (6) months unless the animal has been  
3 vaccinated with anti-rabies vaccine, and the owner of the animal has an official tag or other  
4 receipt showing that the animal has been vaccinated by a duly licensed veterinarian.

5 **6.04.050 - Redeeming Impounded Animals.**

6 A. The animal control officer upon the impounding of any animal, shall notify the  
7 owner, if known, in accordance with the provisions of Subsection F. of this Section 6.04.050, or  
8 if unknown by posting a notice of impound containing a description of the animal and the time  
9 and place of apprehension for five (5) days on the city website. After the expiration of this  
10 period, any unredeemed animal may be disposed of as provided for in subsection G of this  
11 Section 6.04.050.

12 B. Except as otherwise provided in Section 6.04.040, 6.04.117, 6.04.118, the owner  
13 of any animal impounded in accordance with the provisions of this chapter may at any time  
14 before the disposition of the animal redeem the animal. Upon proof satisfactory to the animal  
15 control officer that such person is the owner and is entitled to redeem such animal and upon  
16 payment of the redemption and maintenance charges as established by city council resolution  
17 and upon obtaining a city dog license, if the dog is unlicensed and required to have such  
18 license, such animal may be redeemed by such person. The animal control officer shall issue a  
19 redemption receipt to the person redeeming the animal. The redemption receipt shall identify  
20 the amount of fees paid by the person redeeming the animal and contain a description of the  
21 animal redeemed, the date of redemption and the name and address of the person redeeming  
22 the animal.

23 C. Redemption fees and maintenance charges shall be set by city council resolution  
24 and based upon the number of times an animal is impounded, as follows:

- 25 1. First time within six months: Basic redemption fee.
- 26 2. Second time within six months: Double the basic redemption fee.
- 27 3. Third time within six months: Triple the basic redemption fee.
- 28 4. Each time after the third time within six (6) months: One Thousand  
29 Dollars (\$1,000.00).

30 D. The city is authorized at its discretion to hold for a period of ten (10) days any  
31 impounded dog in heat prior to redemption or disposal.

32 E. If any unlicensed animal or any dog bearing no license tag, is impounded under  
33 the provisions of this chapter and is not redeemed within ten (10) days after the date the animal  
34 is impounded, the animal control officer may at any time thereafter dispose of the animal as  
35 provided in subsection G of this Section 6.04.050.

36 F. If a dog licensed in accordance with the provisions of this chapter is impounded  
37 under the provisions of this chapter, the dog shall not be disposed of until after written notice  
has been given by the animal control officer to the owner of said dog at the address set forth in  
the city licensing records. The notice shall contain a description of the dog impounded, the  
breed, sex, the date the dog was impounded and identifying the amount necessary to redeem

1 the dog. The notice shall be served by mailing by United States mail to the owner of the dog at  
2 the last address of the owner as shown on the city's licensing records. If no person appears and  
3 redeems the dog within ten (10) days after the date of mailing of the notice or within ten (10)  
4 days after the dog was impounded, whichever is later, the animal control officer shall cause the  
5 dog to be disposed of as provided in subsection G of this Section 6.04.050.

6 G. If the animal impounded is not redeemed within the redemption period or if the  
7 owner fails or refuses to comply with any of the requirements of redemption, the animal control  
8 officer shall dispose of the animal according to the provisions of this Subsection G. In disposing  
9 of an impounded animal, the animal control officer may, in his/her discretion: 1) release the  
10 animal to an animal adoption organization; 2) release the animal to an animal rescue  
11 organization; or 3) euthanize the animal in a humane manner and as provided by applicable  
12 law.

13 H. All animals impounded by the animal control officer shall be kept at the risk of  
14 the owner, and neither the city nor its officials, officers, agents or employees shall be liable to  
15 the owner for the delivery in good faith of any such animal to a person claiming to be, but not in  
16 fact being, entitled to reclaim the animal. Neither the city nor its officials, officers, agents or  
17 employees shall be liable for injury or disease to any animal incurred while the animal is being  
18 captured, transported, impounded, or liable for the disposition of any animal.

19 **6.04.060 - Duties of Animal Control Officer.**

20 A. The duties of the Animal Control Officer shall be as follows:

21 1. To take up and impound any dog or other animal as required by this  
22 chapter, including, without limitation, dogs or other animals found to be running at large, staked  
23 or tied or in any public place within the city or upon the premises of any person other than the  
24 owner of such animal or as otherwise required by this chapter.

25 2. To make a complete registry of impounded animals, identifying as to  
26 each animal, the date of receipt, the breed, color, and sex of such animal, and if licensed, the  
27 number of such license and the name and address of the owners, if any, the date and manner  
of disposal and such additional records as may be required by the city from time to time.

3. To operate and maintain the pound.

**6.04.070 - Authority of Animal Control Officer.**

A. Each animal control officer shall have, and is hereby vested with the authority in  
the performance of their duties, to enter upon any property pursuant to law, to ascertain if any  
of the provisions of this chapter or any laws, regulations or ordinances including, without  
limitation, the provisions of this chapter or any law, regulations or ordinances relating to  
disease, care, treatment, or cruelty to animals is being violated. Each animal control officer may  
issue citations for the violation of the provisions of this chapter, any law, regulation or ordinance  
in the manner prescribed by said law, regulation or ordinance, and remove animals from said  
premises as the animal control officer deems necessary. The authority to issue citations in the  
manner prescribed by the city shall be in addition to any other authority provided by law.

1 B. In the performance of duties for the control of animals, the animal control officer  
2 shall have the authority to employ the use of the tranquilizer gun or other animal control devices  
3 in common use within the State of California.

4 C. In addition to other authority provided by law for making arrests, the animal  
5 control officer is authorized to make arrests according to California Penal Code Section 836.5  
6 for the purpose of enforcing and carrying out provisions of this chapter.

7 D. Every person who willfully resists, delays, or obstructs the animal control officer  
8 in the discharge of or attempt to discharge, any duty of his/her office is guilty of a misdemeanor.

9 E. For the purpose of enforcing or discharging the duties of the animal control  
10 officer, imposed by this chapter, Health and Safety Code Section 121625, Government Code  
11 Section 53074, or other applicable laws, the animal control officer or any police officer may  
12 enter upon private property, except dwellings, as follows:

13 (a) When in pursuit of any animal which the officer has reasonable or  
14 probable cause to believe is subject to impoundment.

15 (b) To impound or place in isolation or quarantine any animal which the  
16 officer has any cause whatsoever to believe or suspect has rabies, is a biting animal, is a  
17 potentially dangerous or vicious dog.

18 (c) To inspect or examine animals isolated on the property.

19 F. Except when time does not permit, such as in an emergency or when in fresh  
20 pursuit, before entering upon private property reasonable effort shall be made to locate the  
21 property owner or possessor to request permission to enter upon the property and to explain  
22 the purpose for entry.

#### 23 **6.04.080 - Animal Care.**

24 It shall be unlawful for the owners or persons having custody of any animal to permit,  
25 either willfully or through failure to exercise due care or control, any cruel acts upon any animal.  
26 "Cruel acts" are defined as follows:

27 A. To place, leave or expose, making accessible to animals, any poisonous  
substance.

B. To have, keep, or harbor any animal which is infected with any dangerous or  
incurable or painfully crippling condition. This Section shall not apply to animals within  
veterinary hospitals or under the care of a veterinarian, or having been diagnosed with any  
common, incurable disease where impoundment or quarantine is not recommended by a doctor  
of veterinary medicine.

C. To fail, refuse, or neglect to provide any animal in their charge or custody as  
owner or otherwise, with food, drink, shade or weatherproof housing facilities, or to carry any  
animal in or upon any vehicle in a cruel or inhumane manner.

D. To willfully, or maliciously kill, maim, disfigure, tease, torture, beat with a stick,  
chain, club, or other object, mutilate, burn, scald with any substance, overdrive or other cruelty

1 set upon any animal, except that a reasonable force may be employed to drive off vicious or  
2 trespassing animals.

3 E. To promote, stage, hold, manage, conduct, carry on, or attend any game,  
4 exhibition, contest, or fight in which one or more animals are engaged for the purpose of  
5 injuring, killing, maiming, or destroying themselves or any other animal or person.

6 F. No person shall keep upon any premises, any animals in a foul, offensive,  
7 obnoxious, filthy or unsanitary condition.

#### 8 **6.04.090 - Limits on the Number of Animals.**

9 No person shall keep, harbor or maintain upon the person's premises within the city  
10 more than a total of four (4) dogs over the age of four (4) months of age, and no more than a  
11 total of six (6) animals including dogs.

#### 12 **6.04.110 - Excessive Noise, Nuisance.**

13 It shall be unlawful for any dog to be kept in the city, which, in a loud manner,  
14 excessively barks, howls, whines or makes any other noises which disturb the comfort or quiet  
15 enjoyment of any neighborhood or any person; provided the owner of the dog has been made  
16 aware of the disturbance created by the dog by the animal control officer. A dog cited for loud  
17 and excessive noises three (3) or more times within a twelve (12) month period shall be  
18 deemed a public nuisance and the owner shall remove the dog from the city's incorporated  
19 limits. The failure of the owner to remove the dog in violation of this section is a misdemeanor  
20 as provided in section 6.04.122 B. of this chapter.

#### 21 **6.04.111 - At Large, Prohibited.**

22 It shall be unlawful for any person having the ownership, care or possession of a dog or  
23 any other animal to allow or permit the dog or other animal (except a cat which has been  
24 spayed or neutered) to run at large within the city. A dog or other animal (except a cat which  
25 has been spayed and neutered) that is at large three (3) or more times within a twelve (12)  
26 month period shall be deemed a public nuisance and the owner shall remove the dog or other  
27 animal from the city's incorporated limits. The failure of the owner to remove the dog in violation  
of this section is a misdemeanor as provided in section 6.04.122 B. of this chapter. Except that,  
subject to the rules and regulations issued by the city regarding the use of the city dog park, an  
owner of a dog or any person having custody or control of a dog, may allow the dog to go upon  
and run at large within that portion of the city identified as the Laurel Street Ponding Basin  
which is specifically designated by the city as a dog park area.

#### 28 **6.04.112 - Animal Bites.**

29 Whenever it is shown that any animal has bitten any person, the owner of the animal  
30 shall, upon the order of the animal control officer, quarantine the animal and keep it tied up and  
31 confined for a period of ten (10) days, and shall allow the animal control or other authorized  
32 official to make an examination of the animal at any time during the period of quarantine.

#### 33 **6.04.113 - Prohibited Animals.**

1 No animal, whether domesticated, undomesticated or exotic, other than common  
2 household pets such as a dog, cat, bird (domestic or exotic), rodent (including a rabbit), fish  
3 (domestic or exotic), turtle or small reptile traditionally kept at a personal residence for pleasure  
4 rather than for commercial purposes, shall be kept within the city limits of the city unless  
5 specifically allowed to be kept in the city limits of the city by the applicable provisions of the  
6 Kingsburg Municipal Code. As used herein, domesticated animal means livestock, poultry and  
7 similar animals. Exotic animal means any animal that is native to a foreign country or of foreign  
8 origin or character, is not native to the United States, or was introduced from abroad. The  
9 provisions of this Section 6.04.118 A. shall not include animals that are used to assist persons  
10 with disabilities as the term disability is defined in the Americans With Disabilities Act.

7 **6.04.114 - Breeder Permit.**

8 A. It shall be unlawful for any person to breed two (2) or more litters of dogs or cats  
9 in one calendar year without first obtaining a breeder permit. A person seeking a Breeder  
10 Permit must complete a Breeder Permit application in the form established by the city. The fees  
11 for a breeder permit shall be set by resolution of the city council and must be submitted to the  
12 city clerk along with the Breeder Permit application.

11 B. Breeding permit requirements are as follows:

12 1. No offspring can be sold/adopted until the offspring is eight (8) weeks of  
13 age;

14 2. No offspring can be sold/adopted until vaccinated against common  
15 diseases;

16 3. The breeder permit holder must display the Breeder Permit number when  
17 advertising the animals for sale or adoption.

18 C. It shall be unlawful for any breeder to advertise for the sale or adoption of a litter  
19 of dogs or cats in the city without including in the advertisement a city Breeder Permit number.

19 **6.04.115 - Prohibition of Potentially Dangerous or Vicious Dog.**

20 It shall be unlawful for a person to own, keep or harbor a potentially dangerous or  
21 vicious dog. Any dog which has been found to be potentially dangerous or vicious pursuant to  
22 the chapter, any county or ordinance or any state statute, shall be conclusively presumed to be  
23 potentially dangerous or vicious.

24 **6.04.116 - Procedure to Determine if a Dog is Dangerous or Vicious.**

25 A. The animal control officer shall determine whether a dog is potentially dangerous  
26 or vicious whenever it has attacked, bitten or caused injury to any human or other animal.  
27 Within five (5) days after a dog which is wearing a license tag is impounded pursuant to this  
chapter, an animal control officer shall mail a written notice, to the person identified as the  
owner of the dog as identified in the city licensing documents for the dog, of the animal control  
officer's determination that the dog is potentially dangerous or vicious and of the owner's right  
to a hearing on the issue of whether the dog is potentially dangerous or vicious. If the dog is not

1 wearing a license tag the animal control officer shall make a reasonable effort to locate the  
2 owner of the unlicensed dog. If the animal control officer does not locate the owner of the  
3 unlicensed dog, the animal control officer shall dispose of the dog in accordance with the  
4 provisions of Section 6.04.119 C of this chapter.

5 B. The owner of a dog impounded pursuant to this Section may, within ten (10)  
6 days after the date of the written notice from the animal control officer request a hearing on  
7 whether the dog is potentially dangerous or vicious by providing the animal control officer with a  
8 written request for a hearing within said ten (10) day period. Failure of the owner to request, in  
9 writing, a hearing within said ten (10) day period, shall constitute the owner's waiver of the  
10 hearing and the determination by the animal control officer that the dog is potentially dangerous  
11 or vicious shall be binding on the owner of the dog.

12 C. If an owner properly requests a hearing, the animal control officer shall retain the  
13 services of a veterinarian or other person licensed to perform a behavioral study of the dog to  
14 determine whether the dog can be rehabilitated or retrained to eliminate the dangerous and  
15 vicious character of the dog. If the Hearing Officer finds the dog to be potentially dangerous or  
16 vicious, the owner of the dog shall reimburse the city the cost of the behavioral study.

17 D. When a hearing is requested pursuant to subsection B of this Section, the  
18 animal control officer shall set a date and time for such a hearing and send a notice thereof by  
19 regular mail at least ten (10) days before the hearing date to the owner at the address set forth  
20 on his or her request and shall also notify the victim and the Hearing Officer.

#### 21 **6.04.117 - Conduct of Hearing.**

22 A. A hearing requested in accordance with subsection 6.04.116 B of this chapter  
23 shall be conducted before the Hearing Officer. The Hearing Officer shall be the Chief of Police  
24 or his designee.

25 B. The hearing shall be open to the public. The owner may be represented by legal  
26 counsel. The Hearing Officer shall hear all pertinent evidence offered by all interested persons.  
27 The technical rules of evidence shall not be applicable to the hearing, except that the Hearing  
Officer's decision may not be based wholly on hearsay evidence. Each side shall have the right  
to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on  
any matter relevant to the issues at the hearing even though the matter was not covered in the  
direct examination; and to rebut the evidence against him or her.

C. If the owner does not testify on his or her behalf, he or she may be called and  
examined as if under cross-examination, except where criminal charges under Sections  
6.04.121 and 6.04.122 of this chapter are pending against the owner or if it is possible that such  
charges may be brought against the owner. All persons giving evidence shall be sworn before  
testifying. The owner may employ a shorthand reporter to record the hearing.

D. Any dog which has attacked, bitten or caused injury to a human being or other  
animal is presumed to be potentially dangerous or vicious and the burden is on the owner to  
present evidence that the dog is not potentially dangerous or vicious.

E. In making a determination that a dog is or is not potentially dangerous or vicious,  
evidence of the following shall be considered:

- 1           1. Any previous history of the dog attacking, biting or causing injury to a  
2 human being or other animal;
- 3           2. The nature and extent of injuries inflicted and the number of victims  
4 involved;
- 5           3. The place where the bite, attack or injury occurred;
- 6           4. The presence or absence of any provocation for the bite, attack or injury;
- 7           5. The extent to which property has been damaged or destroyed;
- 8           6. Whether the dog exhibits any characteristics of being trained for fighting  
9 or attack or other evidence to show such training or fighting;
- 10          7. Whether the dog exhibits characteristics or aggressive or unpredictable  
11 temperament or behavior in the presence of human beings, other dogs or other animals;
- 12          8. Whether the dog can be effectively trained to change its temperament or  
13 behavior;
- 14          9. The manner in which the dog has been maintained by its owner;
- 15          10. The results of the behavioral study of the dog;
- 16          11. Any other relevant evidence concerning the characteristics or  
17 maintenance of the dog; and
- 18          12. Any other relevant evidence regarding the ability of the owner to protect  
19 the public safety in the future if the dog is permitted to remain in the city.

18           **6.04.118 - Hearing Decision.**

19           A. At the conclusion of the hearing, the Hearing Officer may determine:

- 20           1. That the dog is not a potentially dangerous or vicious dog and should be  
21 returned to its owner;
- 22           2. That the dog is not potentially dangerous or vicious, but the attack, bite or  
23 injury was the result of improper or negligent training, handling or maintenance and that the  
24 dog's license should be revoked and proper training of the owner and the dog be required  
25 pursuant to Section 6.04.122 of this chapter.
- 26           3. That the dog is a potentially dangerous or vicious dog and shall be  
27 disposed of in accordance with Section 6.04.119 C, no sooner than thirty-five (35) days  
following the date or mailing of written notice of the Hearing Officer's decision, pursuant to this  
Section.

          B. The decision of the Hearing Officer shall be in writing and shall be delivered  
personally to the owner or mailed to the owner by regular mailing at the address appearing on  
the request for hearing. A copy of the decision shall be mailed to the animal control officer.

1 C. If the owner of the dog disagrees with the decision of the Hearing Officer, the  
2 owner may, within ten (10) days after the date of mailing of the Hearing Officer's decision to the  
3 owner of the dog, file an appeal of the decision of the Hearing Officer with the Fresno County  
4 Superior Court as provided in California Food and Agricultural Code Section 31622 (a). The  
owner's appeal of the Hearing Officer's decision will be conducted pursuant to the provisions of  
California Food and Agricultural Code Section 31622 (b).

5 **6.04.119 - Disposition of a Potentially Dangerous or Vicious Dog.**

6 A. It shall be unlawful for any person to own, possess, harbor or keep any dog  
7 declared to be potentially dangerous or vicious pursuant to this chapter.

8 B. Any dog declared to be potentially dangerous or vicious, if not already  
9 impounded, shall be immediately surrendered to the animal control officer and it is the duty of  
the animal control officer to take up and impound any such animal.

10 C. Any dog declared to be potentially dangerous or vicious shall be humanely  
11 destroyed. The animal control officer shall sign an order authorizing the destruction of the  
12 animal thirty-five (35) days after the date of the mailing of the Hearing Officer's decision to the  
owner of the dog.

13 **6.04.120 - Procedure if Dog is Not Found Potentially Dangerous or Vicious.**

14 A. If it is determined that the dog is not potentially dangerous or vicious, but that the  
15 bite, attack or injury was the result of improper or negligent training, handling, maintenance or  
provocation, then the following conditions will be enforced:

16 1. Training will be required of the owner and the dog as determined by the  
17 Hearing Officer and monitored by the animal control officer.

18 2. The current license will be revoked and a "provisional" dog license will be  
issued during a training period.

19 3. After successful completion of the training of the dog, as determined by  
20 the animal control officer, the dog shall be issued a current city dog license and the owner will  
21 pay all license fees and penalties as may be required.

22 4. Any violation of the training terms set forth by the Hearing Officer will  
23 result in immediate impoundment. The dog will be declared to be potentially dangerous or  
vicious and humanely destroyed no sooner than ten (10) days after mailing a notice of violation  
of training and impoundment.

24 **6.04.121 - Penalties for Dog Bites and Attacks.**

25 A. In any case where a dog attacks a human being or another animal, such act  
26 shall constitute a separate and distinct violation, and shall be punishable as follows:

27 1. Any person whose dog attacks a human being without causing bodily  
injury, or attacks another animal, shall be guilty of an infraction and shall be punished upon a  
first conviction by a fine of One Hundred Dollars (\$100.00) and for a second conviction within a

1 period of twelve (12) months by a fine of Two Hundred Dollars (\$200.00) and for a third or  
2 subsequent conviction within twelve (12) months, by a fine of Five Hundred Dollars (\$500.00).

3 2. Any person whose dog attacks a human being causing bodily injury shall  
4 be guilty of a misdemeanor and shall be punished by a fine of not more than One Thousand  
5 Dollars (\$1,000.00) or by imprisonment in the County jail for not more than six (6) months, or by  
6 both such fine and imprisonment.

7 3. After each attack or bite, the animal control officer shall determine  
8 whether a dog is potentially dangerous or vicious pursuant to Section 6.04.118 of this chapter.

#### 9 **6.04.122- Penalties Generally.**

10 A. Except as otherwise provided in Section 6.04.121 of this chapter, any person  
11 violating any provision of this chapter shall be deemed guilty of an infraction and shall be  
12 subject to the following fines:

13 One Hundred Dollars (\$100.00) upon the first offense.

14 Two Hundred Dollars (\$200.00) upon the second offense in a twelve (12) month period.

15 Five Hundred Dollars (\$500.00) upon the third offense in a twelve (12) month period.

16 B. If any violation is continued, each day's violation shall be deemed a separate  
17 violation. Any person found guilty of more than three (3) violations of this chapter within a  
18 twelve (12) month period shall be deemed guilty of a misdemeanor and fined up to one  
19 thousand dollars (\$1,000.00) or imprisoned in the county jail for not more than six (6) months  
20 for each misdemeanor conviction. The person shall also pay any and all expenses, including  
21 shelter, food, veterinarian expenses for identification or certification or boarding associated with  
22 the seizure of their dog.

#### 23 **6.04.123 - Protection of Police Canine Units.**

24 A. It shall be unlawful for any person to willfully or maliciously torture, tease,  
25 torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the city of Kingsburg  
26 police department, or any other law enforcement agency while engaged in mutual aid  
27 assistance to this city, or the designated handlers of such animals, while any such dog is in the  
performance of the functions or duties of the police department or other law enforcement  
agency, or to willfully interfere with or obstruct any such dog while it is being used in the  
performance of any of the duties or functions of the department or other law enforcement  
agency.

B. No provision of this section shall be constructed to prohibit any act made  
unlawful by any general law of the state of California, but said section is intended to be  
supplemental thereto.

#### **6.04.124 - Public Events or Assemblies.**

The city council may, by resolution, prohibit dogs whether or not confined by leash, from  
attendance at any public event as that term is defined in Section 6.04.010 and any assembly as  
that term is defined in Section 12.16.010 of this code. The prohibition of dogs shall not apply to

1 guide dogs and other service dogs to assist disabled persons attending the public event or  
2 assembly.

3 **6.04.125 - Mandatory Microchipping of Dogs and Cats.**

4 Any dogs and/or cats in the city shall be implanted with an identifying microchip. The  
5 owner is required to provide the microchip number to the city clerk and shall notify the city clerk  
6 and the national registry applicable to the implanted chip of any change of ownership of the dog  
7 or cat or any change in the owner's contact information. Upon redemption of a dog from the  
8 pound, the owner shall comply with this section and have the dog implanted with a microchip  
9 and provide microchip number to the city clerk.

10 **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of  
11 Kingsburg, duly called and held on the \_\_\_\_ day of September, 2016, by the following vote:

12 AYES: Council Member \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 NOES: Council Member \_\_\_\_\_

18 ABSTAIN: Council Member \_\_\_\_\_

19 ABSENT: Council Member \_\_\_\_\_

20 APPROVED \_\_\_\_\_

21 Mayor

22 ATTEST: \_\_\_\_\_  
23 City Clerk

24 STATE OF CALIFORNIA )  
25 COUNTY OF FRESNO )ss  
26 CITY OF KINGSBURG )

27 I, **ABIGAIL PALSGAARD**, City Clerk of the City of Kingsburg, do hereby certify the  
foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of  
Kingsburg on the \_\_\_\_ day of \_\_\_\_\_, 2016, and it was duly passed and adopted at a  
regular meeting of said City Council held on the \_\_\_\_ day of August, 2016.

Dated: September \_\_\_\_, 2016

\_\_\_\_\_  
ABIGAIL PALSGAARD, City Clerk



Meeting Date: 09/07/2016  
Agenda Item: V. 4

**CITY COUNCIL MEETING STAFF REPORT**

**REPORT TO:** Mayor Blayney & City Council

**REPORT FROM:** Alex Henderson, City Manager

**REVIEWED BY:**

**AGENDA ITEM:** Southeast Regional Disposal Site Financial Forecast

**ACTION REQUESTED:**  Ordinance  Resolution  Motion  Receive/File

**EXECUTIVE SUMMARY**

The City has been a partial owner of a closed regional disposal site (Southeast Regional Disposal Site – SERDS) since 1970. Located in Selma, the site operated until 1990, and has remained in post-closure maintenance since that point. It has become apparent that costs to maintain the site will begin to outpace revenues. As such, Fresno County has developed two tables to outline anticipated funding needs by each member agency. The two tables include:

1. Share per 1988 JPA (based upon participating members population at that time)
2. ‘Blended’ option based upon ownership (places larger responsibility on Fresno Co.)

The ‘Blended’ option was included based upon discussions during the groups last meeting, where the County indicated their higher responsibility based upon being the majority owner.

Each JPA member Council has been asked to be advised and provide input regarding the preferred funding method.

**RECOMMENDED ACTION BY CITY COUNCIL**

1. *Provide input to report to the Southeast Regional Solid Waste Commission prior to October 31, 2016.*

**POLICY ALTERNATIVE(S)**

1. NA

**REASON FOR RECOMMENDATION/KEY METRIC**

1. Funding is required as part of an existing agreement.

**FINANCIAL INFORMATION**

<b><u>FISCAL IMPACT:</u></b>	
1. Is There A Fiscal Impact?	<u>Yes</u>
2. Is it Currently Budgeted?	<u>No</u>
3. If Budgeted, Which Line?	<u>NA</u>

**PRIOR ACTION/REVIEW**

The City of Kingsburg has been a partial owner dating back to 1970. Funding has been covered through an existing surcharge on tonnage.

**BACKGROUND INFORMATION**

See executive summary.

**ATTACHED INFORMATION**

1. Fresno Co. letter & financial tables
2. Map of SERDS
3. 1970 JPA
4. SERDS Financial Forecast



# County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING  
STEVEN E. WHITE, DIRECTOR

August 12, 2016

Alexander J. Henderson, City Manager  
1401 Draper Street  
Kingsburg, CA 93631

SUBJECT: Southeast Regional Disposal Site Financial Forecast

Dear Mr. Henderson,

The City of Kingsburg, along with the cities of Fowler, Selma, Orange Cove, Parlier, Reedley, Sanger, and County of Fresno, own the closed Southeast Regional Disposal Site (SERDS) located at the corner of S. Academy and E. Dinuba Avenues in Selma, CA. The seven cities and County of Fresno executed a Joint Powers Agreement (JPA) in 1970 to manage the solid waste generated within the SERDS area, and to ensure appropriate funding for the operation of the disposal site. A map of the SERDS area is enclosed as Attachment "A" and the current JPA is enclosed as Attachment "B".

SERDS ceased to accept waste in 1990 and is currently in post-closure maintenance. The post-closure maintenance activities are currently funded via a \$3.50/ton surcharge on landfilled waste generated within the SERDS area; however, it is anticipated that by the end of FY 2017-18, the cost to maintain SERDS will exceed the surcharge revenues and cash reserves, and additional funding will be needed on an annual basis from each JPA member agency. The passage of Proposition 218 (1996) and Proposition 26 (2010) restricts the ability of the SERSWC to increase the surcharge fee; so the most appropriate method of financing the continued post-closure maintenance is through direct funding from each JPA member agency. The financial forecast model is enclosed as Attachment "C".

On June 27, 2016 the Southeast Regional Solid Waste Commission (SERSWC), made up of representatives from each JPA member agency, met and directed Fresno County staff to contact to each JPA member agency, requesting the agency to bring this information to their respective City Council so that each City Council may provide direction to their SERSWC representative on this matter.

The following table indicates the anticipated funding needs by JPA member agency for FY 2017-18 through FY 2020-21. The percentage share column is taken from Exhibit B of the attached JPA and represents the population of each JPA member agency as contributors to the landfill as of 1987, which was just prior to the closure of SERDS.

Share per Exhibit B - 1988 JPA	% Share	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
County of Fresno	39.6%	\$ 51,010	\$ 133,147	\$ 31,863	\$ 38,147
Fowler	2.9%	\$ 3,736	\$ 9,751	\$ 2,333	\$ 2,794
Kingsburg	5.9%	\$ 7,600	\$ 19,838	\$ 4,747	\$ 5,684
Orange Cove	4.5%	\$ 5,797	\$ 15,130	\$ 3,621	\$ 4,335
Parlier	6.4%	\$ 8,244	\$ 21,519	\$ 5,150	\$ 6,165
Reedley	13.2%	\$ 17,003	\$ 44,382	\$ 10,621	\$ 12,716
Sanger	14.3%	\$ 18,420	\$ 48,081	\$ 11,506	\$ 13,775
Selma	13.2%	\$ 17,003	\$ 44,382	\$ 10,621	\$ 12,716
<b>Total</b>	<b>100.0%</b>	<b>\$ 128,813</b>	<b>\$ 336,231</b>	<b>\$ 80,463</b>	<b>\$ 96,331</b>

In addition on June 27, 2016 the SERSWC also asked County staff to develop a “blended” cost table that takes a portion of the landfill ownership into account. This “blended” method would place a larger liability on the County of Fresno as the County is the majority owner of the landfill. The following table depicts what the “blended” share funding would be by JPA member agency (*note: percent share decreases on highlighted JPA members*).

Blended (Owner & 1988 JPA)	% Share	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
County of Fresno	45.3%	\$ 58,352	\$ 152,313	\$ 36,450	\$ 43,638
Fowler	3.0%	\$ 3,864	\$ 10,087	\$ 2,414	\$ 2,890
Kingsburg	5.1%	\$ 6,569	\$ 17,148	\$ 4,104	\$ 4,913
Orange Cove	4.7%	\$ 5,990	\$ 15,635	\$ 3,742	\$ 4,479
Parlier	4.4%	\$ 5,668	\$ 14,794	\$ 3,540	\$ 4,239
Reedley	12.0%	\$ 15,393	\$ 40,180	\$ 9,615	\$ 11,512
Sanger	13.8%	\$ 17,776	\$ 46,400	\$ 11,104	\$ 13,294
Selma	11.8%	\$ 15,200	\$ 39,675	\$ 9,495	\$ 11,367
<b>Total</b>	<b>100.0%</b>	<b>\$ 128,813</b>	<b>\$ 336,231</b>	<b>\$ 80,463</b>	<b>\$ 96,331</b>

It is requested that each City Council be advised prior to October 31, 2016 so that the SERSWC can convene and vote on this matter prior to the start of the budget process for FY 2017-18. If requested, County staff will attend the City Council meeting to address any questions.

The County of Fresno, as the administering agency of the JPA, is also requesting that each JPA member agency budget the anticipated funding for each fiscal year. The County of Fresno will, at the start of FY 2017-18, invoice each JPA member agency for 100% percent of the anticipated funding for FY 2017-18. The financial forecast model (Attachment “C”) will be updated each fiscal year and all JPA member agencies will be notified of any changes. The goal will be to keep the SERDS cash reserve level to a bare minimum of approximately 90 days operational needs at the end of each fiscal year.

If you should have any questions on this correspondence, please contact me at (559) 600-4259 or via email at [jothompson@co.fresno.ca.us](mailto:jothompson@co.fresno.ca.us).

Sincerely,



John R. Thompson  
Deputy Director of Resources and Administration  
County of Fresno

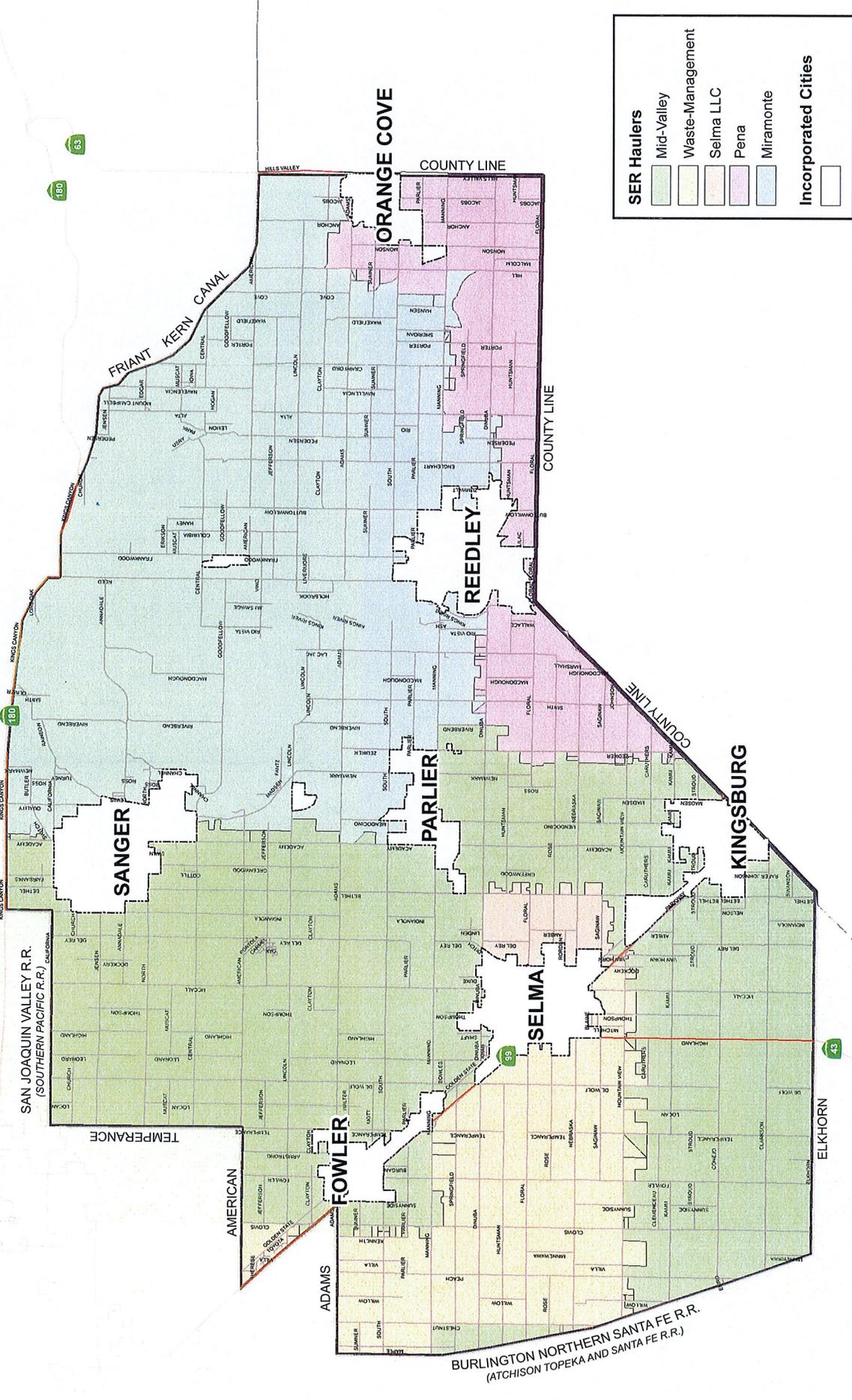
- Attachment "A": Map of Southeast Regional Disposal Site (SERDS)
- Attachment "B": 1970 Joint Powers Agreement
- Attachment "C": SERDS Financial Forecast



FRESNO

EASTON

41



**SER Haulers**

- Mid-Valley
- Waste-Management
- Selma LLC
- Pena
- Miramonte

**Incorporated Cities**

SAN JOAQUIN VALLEY R.R.  
(SOUTHERN PACIFIC R.R.)

BURLINGTON NORTHERN SANTA FE R.R.  
(ATCHISON TOPEKA AND SANTA FE R.R.)

TEMPERANCE

SANGER

PARLIER

REEDLEY

SELMA

FOWLER

ORANGE COVE

KINGSBURG

ELKHORN

FRIANT KERN CANAL

COUNTY LINE

COUNTY LINE

COUNTY LINE

180

63

99

43

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Monday, April 6, 1970

1 IN THE MATTER OF SOLID WASTE ) 2 DISPOSAL FACILITIES FOR THE ) 3 SOUTH AND SOUTHEAST PORTION ) 4 OF FRESNO COUNTY ) 5 -----	CITY AND COUNTY OWNED, AND COUNTY OPERATED SITES...APPROVED - - COUNTY COUNSEL DIRECTED TO PREPARE JOINT POWERS AGREEMENT WITH CITIES
---	---

6 The Fresno County Board of Supervisors met in a regular  
7 adjourned meeting this day, April 6th, 1970, with interested parties  
8 of the private and public agencies, staff of the Fresno County  
9 Public Works Department, Health Department and Legal Counsel being  
10 in attendance to resolve the problem as to whether or not a private  
11 or public agency is to own and operate the Sanitary Landfill  
12 Facilities within Fresno County, and what class of materials are  
13 to be accepted.

14 In a report dated March 23rd, 1970, resubmitted this  
15 date, the recommendation of the Department of Public Works is to  
16 the effect that a public agency operating the disposal system  
17 would be the best guarantee that there would not be a breakdown  
18 in the operation, with original outlays to be kept to a minimum by  
19 leasing all movable equipment and lease payments, as well as  
20 operating costs, to be paid for out of user fees.

21 The following procedures were recommended:

22 1. The county enter into a Joint-Powers Agreement with the cities  
23 of Orange Cove, Reedley, Sanger, Kingsburg, Selma, Parlier and  
24 Fowler for the purchase of land and capital improvements for the  
25 maintenance of a solid wastes disposal facility for all types of  
26 solid wastes located to provide, as much as possible, an equitable  
27 haul distance for all parties concerned. The opening date to be  
28 as close to July 1st, 1970 as possible.

29 2. Funds for the acquisition of approximately 75 to 85 acres of  
30 land shall be apportioned between the County and the various cities  
31 according to the following formula:

32 County 51.0 percent, Sanger 13.3 percent, Reedley 10.7  
percent, Selma 10.4 percent, Orange Cove 4.8 percent,  
Kingsburg 4.3 percent, Fowler 3.1 percent and Parlier  
2.4 percent.

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Monday, April 6, 1970

- 1 RK: Solid waste disposal facilities for the south and south-
- 2 west portion of Fresno County.....continued
- 3 3. The County will prepare the development plan, the operational
- 4 requirements and the ultimate use plan for the site. In addition,
- 5 the County will be the applicant of record for discharge
- 6 standards to be assigned the site by the Regional Water Quality
- 7 Control Board.
- 8 4. The County will install the necessary physical features for
- 9 the site: landscaping, fencing, water supply, access roads and
- 10 weighing scales; and will be required to maintain all site
- 11 improvements.
- 12 5. The Agreement for the operation will contain such requirements
- 13 that the Cities and County deem necessary to protect the interests
- 14 of the public, such as:
- 15 a) Hours of operation: 7:00 A.M. to 6:00 P.M.
- 16 b) Days of Operation: 7 days a week, excepting specific
- 17 holidays (those generally
- 18 observed by the Cities and
- 19 County.)
- 20 c) Class of materials to be accepted.
- 21 6. A Use Fee will be charged at the gate to cover the cost of the
- 22 County's operation and repayment to the Cities and the County for
- 23 the cost of land acquisition and Capital Improvements, together
- 24 with the cost of County operation of the weighing scale.
- 25 7. That an analysis of the effects of this proposal upon Solid
- 26 Wastes Industries' operation of the Del Ray Transfer Station should
- 27 be made to determine if a financial settlement is in order.
- 28 A motion by Supervisor Cassidy to permit private industry
- 29 to operate the actual disposal procedures on County owned land
- 30 failed for lack of a second.
- 31 Thereafter, upon motion of Supervisor Cassidy, seconded
- 32 by Supervisor Krebs, and carried, approval was granted for

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Monday, April 6, 1970

1 RE: Solid waste disposal facilities for the south and south-  
 2 west portion of Fresno County.....continued  
 3 governmental purchase of the land and operation by the County of  
 4 Fresno; and, the above entitled matter was referred to County  
 5 Council to prepare and draft a Joint Powers Agreement for sub-  
 6 mission to the respective Cities.  
 7 ADOPTED by the Fresno County Board of Supervisors this  
 8 6th day of April, 1970, by the following vote, to wit:  
 9 AYES: Supervisors Cassidy, Krebs, Reich  
 10 NOES: Supervisors Ventura and Craven  
 11 ABSENT: None

--H--

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1 JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF FRESNO, THE CITIES  
2 OF SANGER, REEDLEY, SELMA, ORANGE COVE, KINGSBURG, FOWLER AND  
3 FARLIER

4 This Agreement made and entered into this 18th day of  
5 May, 1970, between the County of Fresno, a political subdivision  
6 of the State of California, hereinafter sometimes referred to as  
7 County, the City of Sanger, the City of Reedley, the City of Selma,  
8 the City of Orange Cove, the City of Kingsburg, the City of Fowler,  
9 and the City of Farlier, all municipal corporations, namely,  
10 general law cities within the said County of Fresno;

11 W I T N E S S E T H:  
12

13 ARTICLE I. Nature and Authority for Agreement. It is  
14 agreed that each of the parties are public agencies within the  
15 meaning of Section 6500 of the Government Code of the State of  
16 California and that they have in common the legal power to  
17 acquire, develop, maintain, operate, dispose of and replace a  
18 solid waste disposal site and related facilities and equipment  
19 and pursuant to the point operation of powers provision of said  
20 Section 6500 et seq. of the Government Code of the State of  
21 California by these presents have entered into this joint powers  
22 agreement.

23 ARTICLE II. Purpose, Consideration and Powers: The  
24 parties agree the present provisions for the disposal of solid  
25 waste material originating in the unincorporated area of Fresno  
26 and the several incorporated cities party to this agreement and  
27 the unincorporated suburban and rural areas lying adjacent thereto  
28 are inefficient, costly, and inadequate for present needs and  
29 will be wholly unsatisfactory in the future, particularly in view  
30 of the ever increasing volume of such material which must be  
31 disposed of; that the most effective, efficient and least costly  
32 method of procuring and operating such a facility is for the

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1 parties hereto to jointly acquire, develop and provide for the  
 2 operation of such facility in a manner as will be most equitable,  
 3 economical, sanitary, expedient, convenient and compatible with  
 4 the public health, safety and well-being, and to that end the  
 5 parties hereto pursuant to this agreement shall have all the  
 6 powers which may be jointly exercised pursuant to said Section  
 7 6500 et seq. of the Government Code subject to the express con-  
 8 ditions, limitations and procedures herein in this agreement pro-  
 9 vided. The area hereinabove referred to proposed to be served by  
 10 this agreement is more particularly described by a map thereof  
 11 annexed hereto marked Exhibit A and made a part hereof, which said  
 12 area may be herein referred to as the intended service area.

13 ARTICLE III. Administering Agency. Subject to the  
 14 specific conditions and limitations herein provided, the County of  
 15 Fresno, by and through its Board of Supervisors and regular county  
 16 departments, shall be the agency which shall administer this agree-  
 17 ment. In pursuance thereof it shall possess the common power  
 18 specified in this agreement to contract and acquire property real  
 19 and personal to be held in the name of the county for the benefit  
 20 of the joint powers, employ agents and employees, and develop,  
 21 maintain and operate sites and facilities for the purposes hereof.

22 ARTICLE IV. Advisory Board. There shall be an advisory  
 23 board consisting of eleven persons, two to be appointed by the  
 24 Board of Supervisors, one each to be appointed by the City Councils  
 25 of the Cities of Sanger, Reedley, Selma, Orange Cove, Kingsburg,  
 26 Fowler and Farlier, and the Health Officer of the County of Fresno  
 27 and the Public Works Director of the County of Fresno shall serve  
 28 ex-officio. The advisory board shall select a chairman, vice  
 29 chairman and secretary, shall establish times for regular meetings,  
 30 may hold special meetings at the call of the chairman or any three  
 31 members and shall conduct its proceedings according to Robert's  
 32 Rules of Order as last revised. The advice of the advisory board  
 shall be binding on the administering agency as to site location,

COUNTY OF FRESNO  
FRESNO, CALIFORNIA

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1 cost thereof, fees to be charged for site use, nature and extent  
2 of development, annual operating budget, return of contributions  
3 and ultimate use and disposal of the site. As to all other matters  
4 it shall be advisory only.

5           ARTICLE V. Site Acquisition. Subject to the advice of  
6 the advisory board, the agency shall acquire a site of suitable  
7 size and location somewhere in the southeastern portion of the  
8 County of Fresno at a location which will be most convenient to  
9 the areas to be served and which is suitable for sanitary land  
10 fill disposal methods.

11           ARTICLE VI. Contributions of Parties and Ownership of  
12 Site. The parties shall contribute to the cost of the site, its  
13 original development and an initial working capital revolving fund  
14 sufficient to operate the facility for a period of ninety days  
15 in the following proportions:

16	County of Fresno	51 %
17	City of Sanger	13.3%
17	City of Reedley	10.7%
18	City of Selma	10.4%
18	City of Orange Cove	4.8%
19	City of Kingsburg	4.3%
19	City of Fowler	3.1%
20	City of Parlier	2.4%

21 In the event at any time due to an insufficient fee rate, inability  
22 to collect fees or otherwise the working capital revolving fund  
23 is deemed insufficient by the operator, the parties shall make an  
24 additional contribution thereto in the same proportions. The  
25 facility, including the site, shall be deemed to be owned by the  
26 parties in proportion to their contributions herein specified.

27           ARTICLE VII. Site Operation. It is agreed that the  
28 county will be the operator of the site and as such it will prepare  
29 the development plan, the operational requirements and an ultimate  
30 use plan for the site. It will be the applicant of record for  
31 discharge standards to be assigned the site by the Regional Water  
32 Quality Control Board. It will plan and install the necessary

COUNTY OF FRESNO  
FRESNO, CALIFORNIA

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1 physical features for the site such as landscaping, fencing, water  
2 supply, access roads and weighing scales. As operator of the  
3 site the county shall furnish and use its own personnel and equip-  
4 ment and shall operate the site in a sanitary land fill disposal  
5 method with the best approved standards and practices therefor.

6 ARTICLE VIII. Right of Use and Fees. Any person, firm,  
7 or public agency party hereto serving any city party hereto or  
8 the unincorporated area of the county within the intended service  
9 area shall have the right to dispose of refuse at the disposal site  
10 upon paying the fees and complying with the rules and regulations  
11 of the operator. The operator shall refuse to permit any person,  
12 firm or public agency the right to dispose of refuse at the site  
13 if in the opinion of the operator the refuse does not originate  
14 within the County of Fresno or such person, firm, or public agency  
15 fails to pay the required fees or comply with the rules and  
16 regulations of the operator. The operator may permit the  
17 disposal of refuse arising within the County of Fresno outside  
18 the intended service area if in the opinion of the operator such  
19 would be of benefit to the operation of the facility. The operator,  
20 upon the advice of the advisory board, shall establish a schedule  
21 of fees for the right to dispose of solid waste material on the  
22 site and for this purpose may establish classes for such material  
23 with different charges for different classes of materials and a  
24 surcharge for material arising from the outside of the intended  
25 service area. The advisory board and the operator shall establish  
26 such fees as aforesaid as will (1) repay the operator the current  
27 cost of maintenance, including administration, overhead, depre-  
28 ciation or amortization of its costs of equipment, (2) repay within  
29 such time as the advisory board may determine, the initial working  
30 capital contribution of the parties to the working capital re-  
31 volving fund, (3) amortize the cost of the site and its develop-  
32 ment over the estimated useful life of the site for the intended

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1 purpose, and (4) establish a fund which in the judgment of the  
2 advisory board will be sufficient to replace the site when it has  
3 been completely used up for disposal services.

4 ARTICLE IX. Funds. All funds received from the parties  
5 pursuant to any provision of this agreement or from the operation  
6 of the facility shall be deposited with the County Treasurer and  
7 shall be disbursed by county warrant in the usual manner or upon  
8 the order of the Board of Supervisors. The county shall, for  
9 purposes of administration and accounting, establish an enterprise  
10 fund. Income from the operation of the facility shall be disbursed  
11 as follows:

12 First: To the county as reimbursement for current operation  
13 and maintenance including amortization of the cost of equipment;

14 Second: To the county and cities in proportion to their con-  
15 tributions as set forth in Article VI hereof as repayment for the  
16 original site acquisition and development costs and contribution  
17 to working capital fund, such disbursement to be at such time or  
18 times as the advisory body may authorize.

19 ARTICLE X. Duration of Agreement, Withdrawal and Amend-  
20 ment. This agreement shall continue for an indefinite term and  
21 until terminated in accordance with this article. The parties  
22 hereto shall cause this agreement to be terminated at the written  
23 request of the governing body of at least five members hereto.

24 It may be amended at any time, including the addition of new  
25 parties, by the unanimous consent of the governing bodies of all  
26 parties hereto. A party hereto may withdraw from this agreement  
27 by the governing body thereof giving to the other parties one  
28 year's written notice of such intention to withdraw, however, in  
29 the event of such withdrawal, the undivided and undisbursed assets  
30 creditable to such party shall remain in the control and use of  
31 the remaining parties until disbursed as provided in Article IX  
32 hereof as though said party remained a member, however, such with-

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1 drawing party shall incur no further liability on account of this  
2 agreement. Upon termination of this agreement, all remaining  
3 assets acquired pursuant hereto shall upon liquidation be dis-  
4 bursed to the parties hereto in proportion to their contribution  
5 as set forth in Article VI hereof.

6 IN WITNESS WHEREOF, the parties hereto pursuant to  
7 resolutions of their respective governing boards have caused this  
8 joint powers agreement to be executed as of the day and year first  
9 hereinabove written.

10 COUNTY OF FRESNO

11 By Wesley M. ...  
12 Chairman, Board of Supervisors

14 CITY OF SANGER

15 By Richard A. ...  
Mayor

CITY OF REEDLEY

By David ...  
Mayor

17 CITY OF SELMA

18 By John B. ...  
Mayor

CITY OF ORANGE COVE

By Donald C. ...  
Mayor

20 CITY OF KINGSBURG

21 By James ...  
Mayor

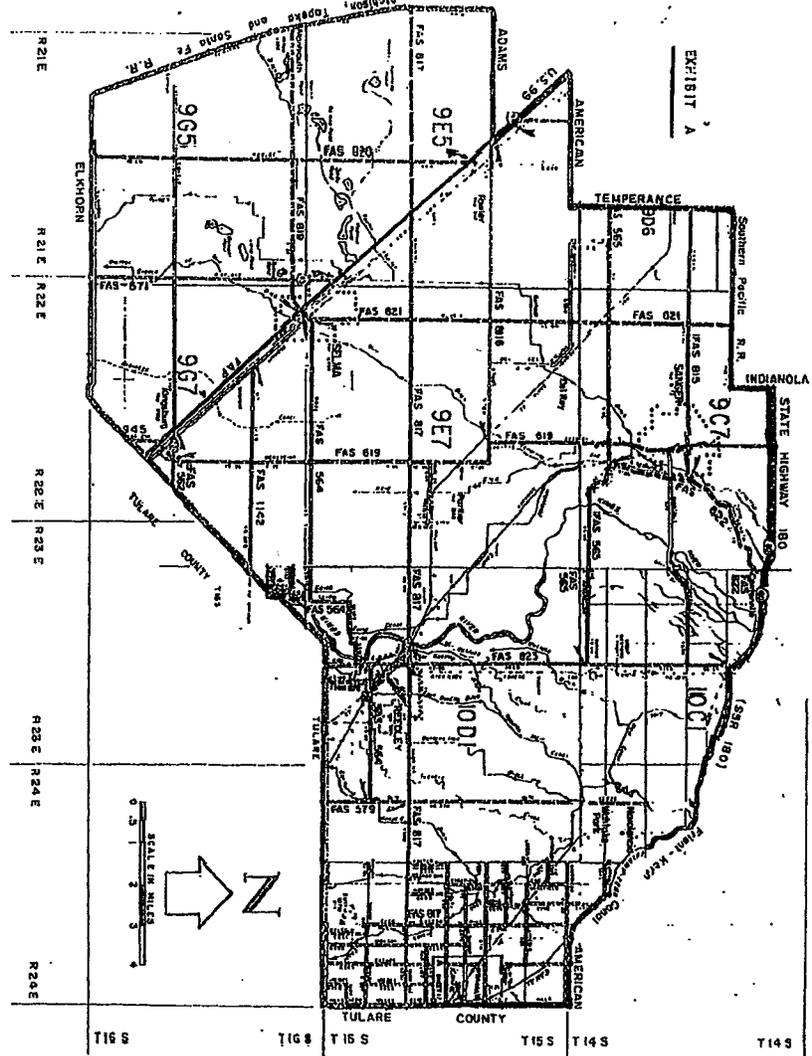
CITY OF FOWLER

By John R. ...  
Mayor

23 CITY OF PARLIER

24 By Larry ...  
Mayor

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1 IN THE MATTER OF:  
2 SOUTHEAST FRESNO COUNTY  
3 SOLID WASTE ADVISORY BOARD

SUPERVISORS JAMES O. CASSIDY &  
WESLEY R. CRAVEN APPOINTED AS  
MEMBERS THEREOF

4  
5 WHEREAS, on May 18th, 1970, the County of Fresno, the  
6 cities of Sanger, Reedley, Selma Orange Cove, Kingsburg, Fowler  
7 and Parlier, all municipal corporations, under a joint operation  
8 of powers provision of Section 6500 of sub. of the Government  
9 Code of the State of California, entered into an Agreement to  
10 acquire, develop, maintain, operate, dispose of and replace a  
11 solid waste disposal site and related facilities and equipment;  
12 and

13 WHEREAS, Article IV thereof provides that there shall  
14 be an advisory board consisting of eleven persons, two to be  
15 appointed by the Board of Supervisors, one each to be appointed  
16 by the City Councils of the Cities of Sanger, Reedley, Selma,  
17 Orange Cove, Kingsburg, Fowler and Parlier, and, the Health Off-  
18icer of the County of Fresno and the Public Works Director of the  
19 County of Fresno to serve in an ex-officio capacity,

20 NOW, THEREFORE, upon motion of Supervisor Reich, sec-  
21 onded by Supervisor Krebs, and carried, IT IS ORDERED that Super-  
22 visors James O. Cassidy and Supervisor Wesley R. Craven be,  
23 and they hereby are, appointed as members of the Southeast Fresno  
24 County Solid Waste Advisory Board.

25 ADOPTED by the Fresno County Board of Supervisors this  
26 26th day of May, 1970, by the following vote, to wit:

27 AYES: Supervisors Reich, Krebs, Ventura, Cassidy, Craven  
28 NAYS: None ABSENT: None

29 +tt  
30  
31  
32

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Monday, May 18th, 1976

1 IN THE MATTER OF:  
2 JOINT POWERS AGREEMENT BETWEEN THE COUNTY  
3 OF FRESNO, THE CITIES OF SANGER, REEDLEY, SELMA,  
4 CHANGE COVE, KINGSBURG, FOWLER AND EARLIER  
5 FOR DISPOSAL OF SOLID WASTES.

6 CHAIRMAN DIRECTED TO EXPLORE SAME

7 WHEREAS, the present provisions for the disposal of  
8 solid waste material originating in the unincorporated area of  
9 FRESNO and several incorporated cities and the unincorporated  
10 suburban and rural areas lying adjacent thereto are inefficient,  
11 costly and inadequate for present needs and will be wholly un-  
12 satisfactory in the future, particularly in view of the ever in-  
13 creasing volume of such material which must be disposed of; and,  
14 that the most effective, efficient and least costly method of  
15 procuring and operating such facility is for the parties to  
16 jointly acquire, develop and provide for the operation of such  
17 facility in a manner as will be most equitable, economical, san-  
18 itary, expedient, convenient and compatible with the public health,  
19 safety and well-being; and

20 WHEREAS, pursuant to Section 6500 et seq. of the  
21 Government Code of the State of California a Joint Powers Agree-  
22 ment between the County of Fresno, the Cities of Sanger, Reedley,  
23 Selma, Change Cove, Kingsburg, Fowler and Earlier was submitted  
24 to jointly acquire, develop and provide for the operation of  
25 such facility in a manner as will be most equitable and economical  
26 for that area defined in a map thereof annexed thereto and marked  
27 exhibit "A" as the intended service area; and

28 WHEREAS, said Joint Powers Agreement provides that  
29 the parties thereto shall contribute to the cost of a site of  
30 suitable size and location somewhere in the southeastern portion  
31 of the County of Fresno and shall contribute to the cost of the  
32 site, its original development and an initial working capital  
revolving fund sufficient to operate the facility for a period

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1 S.F. SOLID WASTE DISPOSAL SITE JOINT POWERS AGREEMENT.....  
2 Continued .....

3  
4 in the following proportions:

5	County of Fresno .....	51%
6	City of Sanger .....	13.3%
7	City of Reedley .....	10.7%
8	City of Solma .....	10.4%
9	City of Orange Cove ..	4.8%
	City of KINGSBURG ...	4.3%
	City of Fowler .....	3.1%
	City of Earlier .....	2.4%

10 together with other terms and conditions more fully set forth  
11 in the Joint Powers Agreement now on file with the Fresno  
12 County Board of Supervisors,

13 NOW, THEREFORE, upon motion of Supervisor Cassidy,  
14 seconded by Supervisor Krebs, and carried, the Chairman of the  
15 Fresno County Board of Supervisors is authorized and directed  
16 to execute the aforementioned Joint Powers Agreement with the  
17 Cities of Sanger, Reedley, Solma, Orange Cove, Kingsburg,  
18 Fowler and Earlier to provide for a solid waste disposal site  
19 and related facilities and equipment pursuant to the joint  
20 powers provision of said Section 6500 et seq. of the Government  
21 Code.

22 ADOPTED by the Fresno County Board of Supervisors  
23 this 18th day of May, 1970, by the following vote, to wit:

- 24 AYES: Supervisors Cassidy, Krebs, Helch, CRIVEN
- 25 NOES: Supervisor Ventura
- 26 ABSENT: None

27  
28  
29  
30  
31  
32



