



**AGENDA SUMMARY  
CITY COUNCIL MEETING  
TUESDAY, AUGUST 9, 2016  
6:00 P.M.  
ARROYO GRANDE CITY COUNCIL CHAMBERS  
215 E. BRANCH STREET, ARROYO GRANDE**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. MOMENT OF REFLECTION**

**4. FLAG SALUTE:**

805 Grizzly Bear Scout Group

**5. AGENDA REVIEW:**

5.a. Closed Session Announcements

The Mayor or City Attorney will announce reportable actions taken, if any, from the following meeting.

July 26, 2016:

a) Conference with Labor Negotiator pursuant to Government Code Section 54957.6:  
Agency Designated Representative: Karen Sisko, Human Resources Manager  
Represented Employees: Arroyo Grande Police Officers' Association (AGPOA)

b) Public Employee Appointment pursuant to Government Code Section 54957.6:  
Title: Interim City Manager

c) Conference with Labor Negotiator pursuant to Government Code Section 54957.6:  
Agency Designated Representative: Geoff English, Acting City Manager  
Unrepresented Employee: Interim City Manager

5.b. Move that all ordinances presented for introduction or adoption be read in title only and all further readings be waived

**6. SPECIAL PRESENTATIONS:**

None.

**7. COMMUNITY COMMENTS AND SUGGESTIONS:**

This public comment period is an invitation to members of the community to present issues, thought, or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the City Council. The Brown Act restricts the Council from taking formal action on matters not published on the agenda. In response to your comments, the Mayor or presiding Council Member may:

- Direct City staff to assist or coordinate with you.
- A Council Member may state a desire to meet with you.
- It may be the desire of the Council to place your issue or matter on a future Council agenda.

Please adhere to the following procedures when addressing the Council:

- Comments should be limited to 3 minutes or less.
- Your comments should be directed to the Council as a whole and not direct to individual Council member
- Slanderous, profane or personal remarks against any Council Member or member of the audience shall not be permitted.

## **8. ACTING CITY MANAGER REPORT:**

Correspondence/Comments as presented by the City Manager.

## **9. CONSENT AGENDA:**

The following routine items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Council Member may request that any item be withdrawn from the Consent Agenda to permit discussion or change the recommended course of action. The City Council may approve the remainder of the Consent Agenda on one motion.

### **9.a. Consideration Of Cash Disbursement Ratification**

Recommended Action: Ratify the listing of cash disbursements for the period July 16, 2016 through July 31, 2016.

Documents:

[CC 2016-08-09\\_09a Cash Disbursement.pdf](#)

### **9.b. Consideration Of A Resolution Approving A Memorandum Of Understanding With The Arroyo Grande Police Officers' Association For FY 2016-17**

Recommended Action: Adopt a Resolution approving a Memorandum of Understanding ("MOU") with the Arroyo Grande Police Officers' Association ("AGPOA") for FY 2016-17.

Documents:

[CC 2016-08-09\\_09b MOU\\_POA FY 16-17.pdf](#)

[CC 08-09-16\\_09b Supplemental No. 1.pdf](#)

### **9.c. Consideration Of Agreement With Regional Government Services For Interim City Manager Services**

Recommended Action: Approve and authorize the Mayor to execute an agreement with Regional Government Services (RGS) to provide Interim City Manager services.

Documents:

[CC 2016-08-09\\_09c Agreement for Interim CM.pdf](#)

### **9.d. Consideration Of Approval Of Minutes**

Recommended Action: Approve the minutes of the Regular City Council Meeting of July 26, 2016, as submitted.

Documents:

[CC 2016-08-09\\_09d Approval of Minutes.pdf](#)

### **9.e. Approval Of Amended Minutes Of The July 18, 2016 Special City Council Meeting (City Council Goals Workshop)**

Recommended Action: Approve the minutes of the July 18, 2016 Special Meeting, as amended, to reflect the correct list of City Council Goals for Fiscal Year 2016-17 as developed by the City Council during the goal setting workshop.

Documents:

[CC 2016-08-09\\_09e Amended Minutes of 07-18-16.pdf](#)

9.f. **Consideration Of Approval Of City Council Goals For FY 2016/17**

Recommended Action: Approve the City Council Goals prepared for FY 2016/17.

Documents:

[CC 2016-08-09\\_09f Adoption of FY 16-17 City Council Goals.pdf](#)

9.g. **Authorization To Purchase Water Meters**

Recommended Action: Approve the purchase of water meters from Aqua Metric in the amount of \$41,000 during FY 2016/17.

Documents:

[CC 2016-08-09\\_09g Purchase of Water Meters.pdf](#)

9.h. **Consideration Of Status Report Regarding Development Code Amendment 14-002 Regulating Vacation Rentals And Homestays**

Recommended Action: Receive and file information on the status of Development Code Amendment 14-002, which implemented regulations for the establishment and operation of vacation rentals and homestays within the City.

Documents:

[CC 2016-08-09\\_09h Status Report\\_Vacation Rentals\\_Homestays.pdf](#)

9.i. **Consideration To Authorize An Award Of Contract For The Purchase Of Video Surveillance Equipment For The Soto Sports Complex Facility**

Recommended Action: Approve the purchase of a video surveillance system for the Soto Sports Complex in the amount of \$18,218.44 from Security Lines U.S.

Documents:

[CC 2016-08-09\\_09i Award Contract\\_Video Surveillance.pdf](#)

**10. PUBLIC HEARINGS:**

10.a. **Consideration Of Staff Project 16-005; A Public Art Sculpture Entitled "Rehearsal"; Location: 495 Fair Oaks Avenue; Applicant: The Clark Center Foundation For The Performing Arts; Representative – Kyle Harris**

Recommended Action: Allow public comment and provide input on the proposed sculpture.

Documents:

[CC 2016-08-09\\_10a Public Art\\_Clark Center.pdf](#)

10.b. **Consideration Of Temporary Water And Wastewater Rates For Fiscal Year 2016-17 Through Fiscal Year 2018-19**

Recommended Action: 1) Conduct a public hearing to consider protests regarding the proposed water and wastewater rate adjustments; and 2) If there is no majority protest, adopt a Resolution establishing new water and wastewater rates effective September 1, 2016 for Fiscal Year 2016-17 through Fiscal Year 2018-19.

Documents:

[CC 2016-08-09\\_10b Temp Water and Wastewater Rate Increase.pdf](#)

**11. OLD BUSINESS:**

None.

**12. NEW BUSINESS:**

**12.a. Consideration To Reject All Bids For Construction Of The City Council Chambers Accessibility Improvement And Audio, Video, And Sound System Project, PW 2015-14**

Recommended Action: 1) Receive a presentation by Ravatt Albrecht & Associates, Inc. and Jensen Audio Visual presenting the overall project; and 2) Reject all bids and direct staff to solicit new bids after modifications are made to the design.

Documents:

[CC 2016-08-09\\_12a Reject All Bids\\_Council Chambers Project.pdf](#)

**13. COUNCIL COMMUNICATIONS:**

Any Council Member may ask a question for clarification, make an announcement, or report briefly on his or her activities. In addition, subject to Council Policies and Procedures, Council Members may request staff to report back to the Council at a subsequent meeting concerning any matter or request that staff place a matter of business on a future agenda. Any request to place a matter of business for original consideration on a future agenda requires the concurrence of at least one other Council Member.

**14. CLOSED SESSION:**

None.

**15. ADJOURNMENT**

All Staff reports of other written documentation, including any supplemental material distributed to a majority of the City Council within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the City Clerk's office, 300 E. Branch Street, Arroyo Grande. If requested, the agenda shall be made available in appropriate alternative formats to persons with disability, as required by the Americans with Disabilities Act. To make a request for disability-related modification or accommodation, contact the Legislative and Information Services Department at 805-473-5414 as soon as possible and at least 48 hours prior to the meeting date.

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: DEBBIE MALICOAT, DIRECTOR OF ADMINISTRATIVE SERVICES**

**SUBJECT: CONSIDERATION OF CASH DISBURSEMENT RATIFICATION**

**DATE: AUGUST 9, 2016**

### **RECOMMENDATION:**

It is recommended the City Council ratify the attached listing of cash disbursements for the period of July 16 through July 31, 2016.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

There is a \$1,032,176.05 fiscal impact that includes the following items:

- |                            |              |
|----------------------------|--------------|
| • Accounts Payable Checks  | \$445,193.94 |
| • Payroll & Benefit Checks | \$586,982.11 |

### **BACKGROUND:**

Cash disbursements are made weekly based on the submission of all required documents supporting the invoices submitted for payment. Prior to payment, Administrative Services staff reviews all disbursement documents to ensure that they meet the approval requirements adopted in the Municipal Code and the City's Purchasing Policies and Procedures Manual.

### **ANALYSIS OF ISSUES:**

The attached listing represents the cash disbursements required of normal and usual operations during the period. The disbursements are accounted for in the FY 2015-16 or FY 2016-17 budgets, as appropriate.

### **ALTERNATIVES:**

The following alternatives are presented for the City Council's consideration:

- Approve staff recommendations;
- Do not approve staff recommendations;
- Provide direction to staff.

**CITY COUNCIL  
CONSIDERATION OF CASH DISBURSEMENT RATIFICATION  
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**ADVANTAGES:**

- The Administrative Services Department monitors payments of invoices for accountability, accuracy and completeness using standards approved by the City Council.
- Invoices are paid in a timely manner to establish goodwill with merchants.
- Discounts are taken where applicable.

**DISADVANTAGES:**

There are no disadvantages identified in this recommendation.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, August 4, 2016. The Agenda and report were posted on the City's website on Friday, August 5, 2016. No public comments were received.

Attachments:

1. July 16 – July 31, 2016 – Accounts Payable Check Register
2. July 22, 2016 – Payroll & Benefit Check Register

CITY OF ARROYO GRANDE  
CHECK REGISTER  
7/16/16-7/31/16

Check Date	Check #	Vendor Last Name	Description	Acct #	GL Amount
07/18/2016	271864	ICMA RETIREMENT CORP	RETIREE MEDICAL	010.0000.1111	\$177.85
07/18/2016	271864	ICMA RETIREMENT CORP	RETIREE MEDICAL	010.4099.5136	\$5,156.53
07/18/2016	271864	ICMA RETIREMENT CORP	RETIREE MEDICAL	220.4303.5136	\$534.38
07/18/2016	271864	ICMA RETIREMENT CORP	RETIREE MEDICAL	640.4710.5136	\$45.51
07/22/2016	271865	AGVIA	SPONSORSHIP-SUMMER CONCERT SER	010.4424.5252	\$1,000.00
07/22/2016	271866	ALEXANIAN	PARK DEPOSIT REFUND-STROTHER#3	010.0000.2206	\$30.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	BLDG. MAINT UNIFORMS	010.4213.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	BLDG MAINT UNIFORMS	010.4213.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	BLDG MAINT INFORMS	010.4213.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	BLDG MAINT UNIFORMS	010.4213.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	BLDG MAINT UNIFORMS	010.4213.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	CORP YARD MATS	010.4213.5303	\$21.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	CORP YARD MATS	010.4213.5303	\$21.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	CORP YARD MATS	010.4213.5303	\$21.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	\$3.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	\$3.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	\$3.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	\$3.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP UNIFORMS	010.4305.5143	\$3.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP TOWELS	010.4305.5303	\$8.70
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP TOWELS	010.4305.5303	\$8.70
07/22/2016	271867	ARAMARK UNIFORM SERVICES	AUTO SHOP TOWELS	010.4305.5303	\$8.70
07/22/2016	271867	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	\$14.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	\$14.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	\$14.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	\$14.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	PARKS DEPT UNIFORMS	010.4420.5143	\$14.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SOTOS PORTS COMPLEX UNIFORMS	010.4430.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SOTO SPORTS DEPT UNIFORMS	010.4430.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	\$7.00
07/22/2016	271867	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	\$17.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	\$17.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	\$17.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	STREETS DEPT UNIFORMS	220.4303.5143	\$17.50
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	\$7.07
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	\$7.07
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	\$7.07
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	\$7.07
07/22/2016	271867	ARAMARK UNIFORM SERVICES	SEWER DEPT UNIFORMS	612.4610.5143	\$7.07
07/22/2016	271867	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4711.5143	\$21.67
07/22/2016	271867	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4711.5143	\$21.67
07/22/2016	271867	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4711.5143	\$21.67
07/22/2016	271867	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4711.5143	\$21.67
07/22/2016	271867	ARAMARK UNIFORM SERVICES	WATER DEPT UNIFORMS	640.4711.5143	\$23.17
07/22/2016	271868	ARAMARK UNIFORM SERVICES	REC DEPT MATS	010.4213.5303	\$23.80
07/22/2016	271868	ARAMARK UNIFORM SERVICES	REC DEPT MATS	010.4213.5303	\$23.80
07/22/2016	271868	ARAMARK UNIFORM SERVICES	REC DEPT MATS	010.4213.5303	\$23.80
07/22/2016	271869	ARAMARK UNIFORM SERVICES	POLICE DEPT MATS	010.4213.5303	\$21.00
07/22/2016	271869	ARAMARK UNIFORM SERVICES	POLICE DEPT MATS	010.4213.5303	\$21.00

CITY OF ARROYO GRANDE  
CHECK REGISTER  
7/16/16-7/31/16

Check Date	Check #	Vendor Last Name	Description	Acct #	GL Amount
07/22/2016	271869	ARAMARK UNIFORM SERVICES	POLICE DEPT MATS	010.4213.5303	\$21.00
07/22/2016	271870	ARAMARK UNIFORM SERVICES	PARKS DEPT MATS/MOPHEADS	010.4213.5303	\$20.30
07/22/2016	271870	ARAMARK UNIFORM SERVICES	PARKS DEPT MATS/MOPHEADS	010.4213.5303	\$20.30
07/22/2016	271870	ARAMARK UNIFORM SERVICES	PARKS DEPT MATS/MOPHEADS	010.4213.5303	\$20.30
07/22/2016	271871	ARAMARK UNIFORM SERVICES	CITY HALL MATS	010.4213.5303	\$10.50
07/22/2016	271871	ARAMARK UNIFORM SERVICES	CITY HALL MATS	010.4213.5303	\$10.50
07/22/2016	271871	ARAMARK UNIFORM SERVICES	CITY HALL MATS	010.4213.5303	\$10.50
07/22/2016	271872	AT & T	ACCT 238451-01839190 RADIO	010.4145.5403	\$194.39
07/22/2016	271872	AT & T	ACCT235841-39568063 ALARM	220.4303.5303	\$33.29
07/22/2016	271873	AT&T	8054892345627, EOC FAX LINE	010.4217.5403	\$32.40
07/22/2016	271874	AVILA SIGN & DESIGN (DBA)	POLICE TRIBUTE PARK SIGN	010.4201.5504	\$1,918.08
07/22/2016	271875	AYALA	POST PER DIEM-SUPERVISORY COUR	010.4203.5501	\$1,544.00
07/22/2016	271876	BECKER	PARK DEPOSIT REFUND-RG#2	010.0000.2206	\$30.00
07/22/2016	271877	BLUEPRINT EXPRESS	COUNCIL CHAMBERS ADA IMPROVEME	350.5442.7301	\$61.11
07/22/2016	271878	CANO	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.2206	\$30.00
07/22/2016	271879	CANO	PARK DEPOSIT REFUND-RG#1	010.0000.2206	\$30.00
07/22/2016	271880	CARD INTEGRATORS CORP	ID CARDS-LEGISLATIVE & IT	010.4002.5201	\$6.68
07/22/2016	271880	CARD INTEGRATORS CORP	ID CARDS- CD	010.4130.5201	\$20.05
07/22/2016	271880	CARD INTEGRATORS CORP	ID CARDS-REC DEPT	010.4421.5201	\$66.83
07/22/2016	271881	CARDER	PARK DEPOSIT REFUND-STROTHER#1	010.0000.2206	\$75.00
07/22/2016	271882	CARQUEST AUTO PARTS	4604-RV MIRROR ADHESIVE	010.4203.5601	\$5.76
07/22/2016	271882	CARQUEST AUTO PARTS	CLEANING & VINYL CARE PRODUCTS	010.4305.5255	\$50.70
07/22/2016	271883	CARR	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	\$30.00
07/22/2016	271884	CHAPARRAL	COPY MACH MAINT 7/14-8/13	010.4421.5602	\$118.00
07/22/2016	271885	CHARTER COMMUNICATIONS	IT BROADBAND CONNECTION	010.4140.5303	\$250.00
07/22/2016	271885	CHARTER COMMUNICATIONS	BUSINESS TV-215 E BRANCH	010.4145.5401	\$46.53
07/22/2016	271885	CHARTER COMMUNICATIONS	BUS DARK FIBER-215 E BRANCH	010.4145.5401	\$26.72
07/22/2016	271885	CHARTER COMMUNICATIONS	BUSINESS TV-REC DEPT	010.4145.5401	\$12.72
07/22/2016	271885	CHARTER COMMUNICATIONS	BUS DARK FIBER-REC DEPT	010.4145.5401	\$710.64
07/22/2016	271885	CHARTER COMMUNICATIONS	BUS TV-300 E BRANCH	010.4145.5401	\$50.76
07/22/2016	271885	CHARTER COMMUNICATIONS	BUSINESS TV	010.4307.5303	\$45.43
07/22/2016	271886	CHAVEZ	PARK DEPOSIT REFUND-RG#1	010.0000.2206	\$30.00
07/22/2016	271887	CIO SOLUTIONS LP	WIFI CONFIG AT PD	010.4140.5303	\$437.50
07/22/2016	271888	CLINICAL LABORATORY OF	JUNE WATER SAMPLES	640.4710.5310	\$302.00
07/22/2016	271889	COLGAN CONSULTING CORP	Development Impact Fee study a	224.4557.5303	\$1,267.48
07/22/2016	271889	COLGAN CONSULTING CORP	Development Impact Fee study a	210.4211.5303	\$263.64
07/22/2016	271889	COLGAN CONSULTING CORP	Development Impact Fee study a	212.4201.5303	\$197.73
07/22/2016	271889	COLGAN CONSULTING CORP	Development Impact Fee study a	214.4550.5303	\$332.09
07/22/2016	271889	COLGAN CONSULTING CORP	Development Impact Fee study a	215.4550.5303	\$22.82
07/22/2016	271889	COLGAN CONSULTING CORP	Development Impact Fee study a	222.4501.5303	\$169.85
07/22/2016	271889	COLGAN CONSULTING CORP	Development Impact Fee study a	226.4306.5303	\$281.39
07/22/2016	271890	COMPLUS DATA INNOVATIONS INC	PARKING CITATION PROCESSING FE	010.4204.5303	\$72.60
07/22/2016	271891	CROCKETT'S AUTO BODY	4604-TC REPAIR, INS TO REIMB	010.4203.5601	\$1,612.42
07/22/2016	271892	CRYSTAL SPRINGS WATER CO	BOTTLED WATER-COUNCIL CHAMBERS	010.4001.5201	\$17.95
07/22/2016	271893	CUDDY	PARK DEPOSIT REFUND-STROTHER#3	010.0000.2206	\$30.00
07/22/2016	271894	DANA	CLASS REFUND: MUSICAL THEATER	010.0000.4605	\$135.00
07/22/2016	271895	DAY	GSA PER DIEM-RECERT TASER INST	010.4203.5501	\$74.00
07/22/2016	271896	DE LAGE LANDEN FINANCIAL SVCS	COPY MACH MAINT LEASE PYMT JUL	010.4421.5602	\$157.26
07/22/2016	271897	DEAL	PARK DEPOSIT REFUND-STROTHER#1	010.0000.2206	\$60.00
07/22/2016	271898	DIVIS. OF THE STATE ARCHITECT	DSA FEES FROM BUS LIC 4/16-6/1	010.0000.4050	\$98.00
07/22/2016	271898	DIVIS. OF THE STATE ARCHITECT	LESS 70% THAT CITY RETAINS	010.0000.2231	\$68.60
07/22/2016	271899	DOCUTEAM	DOCUMENT SHREDDING SERVICE-JUN	010.4201.5303	\$65.00

CITY OF ARROYO GRANDE  
CHECK REGISTER  
7/16/16-7/31/16

Check Date	Check #	Vendor Last Name	Description	Acct #	GL Amount
07/22/2016	271900	DYER	LEPOINT PROP PURCHASE-GUTIERRE	350.5422.7302	\$375.00
07/22/2016	271901	EIKHOF DESIGN GROUP	Provide design services for th	350.5548.7501	\$210.00
07/22/2016	271901	EIKHOF DESIGN GROUP	Provide surveying for each of	350.5638.7501	\$2,325.00
07/22/2016	271902	FIGUEROA'S TIRES	PW-44 TIRES (4 EA)	612.4610.5601	\$824.32
07/22/2016	271903	FRANK'S LOCK & KEY	PADLOCK FOR PICKLEBALL COURT G	010.4424.5257	\$18.36
07/22/2016	271904	GARING TAYLOR & ASSOCIATES INC	Design for Well No. 11 (total	640.5944.7501	\$2,191.23
07/22/2016	271905	GAS COMPANY	GAS SERVICES-1375 ASH	010.4145.5401	\$52.38
07/22/2016	271905	GAS COMPANY	GAS SERVICES-350 S ELM	010.4145.5401	\$37.92
07/22/2016	271905	GAS COMPANY	GAS SERVICES-200 N HALCYON	010.4145.5401	\$31.29
07/22/2016	271906	GUTIERREZ	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	\$30.00
07/22/2016	271907	HANCOCK COLLEGE JCCD	EVOC TRAINING 6/23	010.4203.5501	\$675.00
07/22/2016	271908	INDOFF, INC	OFFICE SUPPLIES: SEWER	612.4610.5201	\$266.66
07/22/2016	271909	LUCIA MAR UNIFIED SCHOOL DIST	ROOM USE FEE-06/16, OV & BR	010.4425.5303	\$120.00
07/22/2016	271910	MALICOAT	REIMB-SUPPLIES FOR COUNCIL GOA	010.4001.5501	\$46.64
07/22/2016	271911	MARUSKA & CO, INC	COUNCIL GOAL SETTING WORKSHOP-	010.4001.5501	\$5,000.00
07/22/2016	271912	MIELKE	PARK DEPOSIT REFUND-ROTARY BAN	010.0000.2206	\$30.00
07/22/2016	271913	MINER'S ACE HARDWARE, INC	DRILL BIT	640.4712.5273	\$41.03
07/22/2016	271913	MINER'S ACE HARDWARE, INC	EXTN CORD	640.4712.5609	\$80.99
07/22/2016	271914	MIRACLE PLAYSYSTEMS INC	KINGO PARK-PARTS ORDER #641623	350.5515.7001	\$5,273.21
07/22/2016	271915	MULLAHEY FORD	PW-60 NEW SEAT COVER	640.4712.5601	\$151.20
07/22/2016	271916	NORCAST TELECOM NETWORKS	METRO INTERNET CIRCUIT	010.4140.5303	\$346.14
07/22/2016	271917	NORTH COAST ENGINEERING INC	PLAN CHECKING TRACT3072	010.0000.2558	\$2,936.25
07/22/2016	271918	PACIFIC GAS & ELECTRIC CO	ELECTRIC-W BRANCH/OLD RANCH RD	010.4145.5401	\$146.13
07/22/2016	271918	PACIFIC GAS & ELECTRIC CO	ELECTRIC-1501 HUCKLEBERRY	010.4145.5401	\$22.20
07/22/2016	271918	PACIFIC GAS & ELECTRIC CO	ELECTRIC-105 SHORT ST	010.4145.5401	\$42.20
07/22/2016	271918	PACIFIC GAS & ELECTRIC CO	ELECTRIC-SHORT ST, CENT PARK	010.4145.5401	\$55.91
07/22/2016	271918	PACIFIC GAS & ELECTRIC CO	ELECTRIC-201 NELSON ST	010.4145.5401	\$89.57
07/22/2016	271918	PACIFIC GAS & ELECTRIC CO	ELECTRIC-BLDG A	010.4145.5401	\$139.97
07/22/2016	271918	PACIFIC GAS & ELECTRIC CO	ELECTRIC-1375 ASH ST	640.4712.5402	\$93.31
07/22/2016	271919	PAPER CONNECTION	COPY PAPER-CITY HALL	010.4102.5255	\$241.65
07/22/2016	271920	PARAMOUNT CLEANERS	UNIFORM CLEANING-ADMIN	010.4201.5303	\$10.00
07/22/2016	271920	PARAMOUNT CLEANERS	UNIFORM CLEANING-PATROL SVCS	010.4203.5303	\$384.00
07/22/2016	271920	PARAMOUNT CLEANERS	UNIFORM CLEANING-SUPPORT SVCS	010.4204.5303	\$242.50
07/22/2016	271921	PAVEMENT ENGINEERING INC	Preparation of plans, specific	350.5638.7501	\$6,490.00
07/22/2016	271922	POXOTEMPA	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.2206	\$30.00
07/22/2016	271923	RUTAN & TUCKER, LLP	03/15-CITY AS SUCCESSOR AGENCY	286.4103.5303	\$195.00
07/22/2016	271924	SAF T FLO WATER SERVICES	CHEMICAL INJECTOR	640.4711.5603	\$244.25
07/22/2016	271925	SIZEMORE	PARK DEPOSIT REFUND-STROTHER#2	010.0000.2206	\$30.00
07/22/2016	271926	TAPIA	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.2206	\$30.00
07/22/2016	271927	THE TOP SHOP	78 SHIRTS-SPRING ADULT BASKETB	010.4424.5257	\$632.76
07/22/2016	271927	THE TOP SHOP	202 SHIRTS-SPRING ADULT SOFTBA	010.4424.5257	\$1,051.80
07/22/2016	271928	THOMAS	WASHING MACHINE REBATE	226.4306.5554	\$200.00
07/22/2016	271929	U.S. BANK EQUIPMENT FINANCE	COPY MACH LEASE PYMT	010.4201.5803	\$375.38
07/22/2016	271930	USA BLUE BOOK	(2) CHEMICAL FEED PUMPS FOR RE	640.4712.5609	\$1,233.09
07/22/2016	271931	VALENTINO	PARK DEPOSIT REFUND-RG#2	010.0000.2206	\$30.00
07/22/2016	271932	VAN BEVEREN	CHILDREN IN MOTION SNACK SUPPL	010.4425.5259	\$61.91
07/22/2016	271933	VERIZON WIRELESS	ACCT472480460-00001 IPADS	010.4145.5403	\$485.21
07/22/2016	271934	WALLACE GROUP A CALIF CORP	Implementation and Management	612.4610.5303	\$2,342.77
07/22/2016	271935	WOHLFORD	Council approved user fee stud	010.4145.5303	\$10,491.25
07/22/2016	271935	WOHLFORD	Council approved user fee stud	010.4145.5303	\$5,395.50
07/22/2016	271936	WOOD RODGERS INC	Change Order Council Approved	350.5642.7501	\$3,330.00
07/22/2016	271937	ARROYO GRANDE	FEDERAL WITHHOLDING	011.0000.2104	\$37,922.48

CITY OF ARROYO GRANDE  
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Check Date	Check #	Vendor Last Name	Description	Acct #	GL Amount
07/22/2016	271937	ARROYO GRANDE	SOCIAL SECURITY	011.0000.2105	\$37,075.26
07/22/2016	271937	ARROYO GRANDE	MEDICARE	011.0000.2105	\$9,960.70
07/22/2016	271938	CA ST EMPLOYMENT DEVEL DEPT	STATE PIT W/H-PAYDATE 7/22/16	011.0000.2108	\$11,462.14
07/22/2016	271939	CA ST EMPLOYMENT DEVEL DEPT	STATE SDI CONTRIB-PAYDATE 7/22	011.0000.2111	\$1,201.32
07/22/2016	271942	ICMA RETIREMENT CORP	EE DEFERRED COMP-%	011.0000.2117	\$1,272.29
07/22/2016	271942	ICMA RETIREMENT CORP	EE DEFERRED COMP-FLAT	011.0000.2117	\$7,848.40
07/22/2016	271942	ICMA RETIREMENT CORP	ER DEFERRED COMP-FLAT	011.0000.2117	\$750.00
07/22/2016	271943	PERS - RETIREMENT	PPE 7/14/16-MISC TIER I	011.0000.2106	\$16,804.24
07/22/2016	271943	PERS - RETIREMENT	PPE 7/14/16-FIRE TIER I	011.0000.2106	\$16,005.86
07/22/2016	271943	PERS - RETIREMENT	PPE 7/14/16-POLICE TIER I	011.0000.2106	\$15,666.53
07/22/2016	271943	PERS - RETIREMENT	PPE 7/14/16- POLICE PEPRA	011.0000.2106	\$1,716.83
07/22/2016	271943	PERS - RETIREMENT	PPE 7/14/16-MISC PEPRA	011.0000.2106	\$2,942.36
07/22/2016	271943	PERS - RETIREMENT	PPE 7/14/16-MISC TIER II	011.0000.2106	\$2,197.05
07/22/2016	271943	PERS - RETIREMENT	PPE 7/14/16-POLICE TIER II	011.0000.2106	\$4,579.45
07/29/2016	271944	AKAIJA	MUSICAL THEATER CLASS REFUND-B	010.0000.4605	\$135.00
07/29/2016	271945	B & B STEEL & SUPPLY, INC	MTRL FOR NEW METER VAULT COVER	640.4712.5610	\$253.58
07/29/2016	271946	BAKER, MANOCK & JENSEN, PC	SM VALLEY WATER RIGHTS ADJUD.P	640.4710.5575	\$833.25
07/29/2016	271947	BLUEPRINT EXPRESS	2016 STREET RESURFACING-PW 201	350.5638.7301	\$27.24
07/29/2016	271947	BLUEPRINT EXPRESS	2016 STREET REPAIRS-PW 2016-03	350.5638.7301	\$60.74
07/29/2016	271947	BLUEPRINT EXPRESS	2016 STREET REPAIRS-PW 2016-03	350.5638.7301	\$17.50
07/29/2016	271947	BLUEPRINT EXPRESS	2016 STREET RESURFACING-PW 201	350.5638.7301	\$15.16
07/29/2016	271947	BLUEPRINT EXPRESS	WATER WELL #11, PW 2010-07	640.5944.7301	\$97.03
07/29/2016	271948	BRENNTAG PACIFIC INC	385 GAL SODIUM HYPOCHLORITE	640.4712.5274	\$770.05
07/29/2016	271948	BRENNTAG PACIFIC INC	4 DRUMS SODIUM HYPOCHLORITE	640.4712.5274	\$791.10
07/29/2016	271949	BSN SPORTS	2 HOME PLATES FOR SOTO	010.4430.5605	\$187.78
07/29/2016	271950	CA ST DEPT OF CORRECTIONS	JUNE 2016 CMC ADM/INMATE PAY/M	220.4303.5303	\$1,469.07
07/29/2016	271951	CALPORTLAND CONSTRUCTION	2 SK SLURRY-GULARTE & CORBETT	220.4303.5613	\$876.43
07/29/2016	271952	CAME SECURITY ALARMS	SERVICE CALL-ELEVATOR INSPECTI	010.4213.5303	\$150.00
07/29/2016	271953	CORIX WATER PRODUCTS INC	18 ADS SOLID PIPE, GLOVES	220.4303.5613	\$509.85
07/29/2016	271953	CORIX WATER PRODUCTS INC	FIRE HYDRANT-REPLACEMENT	640.4712.5610	\$2,922.23
07/29/2016	271954	DE LOS SANTOS	TENNIS LESSONS JUNE 2016 (\$600	010.4424.5351	\$420.00
07/29/2016	271955	DORIS BROS TROPHIES INC	PLAQUES FOR YOUTH WRESTLING SP	010.4424.5257	\$66.00
07/29/2016	271955	DORIS BROS TROPHIES INC	PLAQUES FOR VOLUNTEER DINNER A	010.4424.5257	\$165.00
07/29/2016	271955	DORIS BROS TROPHIES INC	Freight	010.4424.5257	\$21.00
07/29/2016	271956	DOUGLAS	PARK DEPOSIT REFUND-ELM ST BBQ	010.0000.2206	\$30.00
07/29/2016	271957	ELECTRICRAFT INC	CHECK ELECTRIC SYSTEM@RES#1	640.4712.5609	\$263.75
07/29/2016	271958	FERGUSON ENTERPRISES, INC	2" BRASS 90 ELL & PVC X PK CP	640.4712.5610	\$118.80
07/29/2016	271958	FERGUSON ENTERPRISES, INC	AIR/VAC REPLACEMENT PARTS	640.4712.5610	\$1,016.55
07/29/2016	271958	FERGUSON ENTERPRISES, INC	1 1/4CLA-VAL WELL #11	640.5944.7001	\$1,493.81
07/29/2016	271959	FRANK'S LOCK & KEY	REPAIR CYLINDER-RGP STORAGE RO	010.4213.5604	\$65.00
07/29/2016	271960	GRAINGER, INC	DOOR LOUVER -WELL #9	640.4712.5604	\$105.99
07/29/2016	271961	GREENVALE TREE COMPANY	150, 162, 212 PEARWOOD TREE PR	010.4420.5303	\$1,125.00
07/29/2016	271961	GREENVALE TREE COMPANY	1421 GRAND-PRUNE 5 TREES	010.4420.5303	\$925.00
07/29/2016	271962	GROVER BEACH	CORP YARD SEWER BILL-MAY-JUNE	612.0000.4751	\$95.89
07/29/2016	271963	HEACOCK TRAILERS & TRUCK	2 TRAILER ADAPTERS	220.4303.5603	\$33.49
07/29/2016	271963	HEACOCK TRAILERS & TRUCK	REPAIR HANDLE FOR JACOBSEN TIL	220.4303.5603	\$75.00
07/29/2016	271964	LEVEL 3 COMMUNICATIONS LLC	ACCT334830 8-SHORETEL CITY HAL	010.4145.5403	\$540.70
07/29/2016	271964	LEVEL 3 COMMUNICATIONS LLC	ACCT334830 8-SHORETEL PD	010.4201.5403	\$540.70
07/29/2016	271965	LINSON SIGNS(DBA)	REPLACE POLICE CAR GRAPHICS-CO	010.4203.5601	\$325.00
07/29/2016	271966	LUCIA MAR UNIFIED SCHOOL DIST	JUNE-REC BBALL CLASS-PAULDING	010.4424.5251	\$199.50
07/29/2016	271966	LUCIA MAR UNIFIED SCHOOL DIST	JUNE-YOUTH BBALL CAMP-OCC	010.4424.5251	\$132.00
07/29/2016	271966	LUCIA MAR UNIFIED SCHOOL DIST	JUNE-ADULT BBALL LEAGUE-OCC	010.4424.5257	\$1,072.50

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Check Date	Check #	Vendor Last Name	Description	Acct #	GL Amount
07/29/2016	271966	LUCIA MAR UNIFIED SCHOOL DIST	BUS FEE SUMMER FIELD TRIP 6/24	010.4425.5303	\$300.00
07/29/2016	271966	LUCIA MAR UNIFIED SCHOOL DIST	BUS FEE SUMMER FIELD TRIP-6/28	010.4425.5303	\$150.00
07/29/2016	271967	MARCHESE	PARK DEPOSIT REFUND-RG #2,3	010.0000.2206	\$60.00
07/29/2016	271968	MINER'S ACE HARDWARE, INC	22 PC DRILL BIT SET	010.4213.5273	\$17.27
07/29/2016	271968	MINER'S ACE HARDWARE, INC	PIPE CUTTER-WC	010.4213.5604	\$14.03
07/29/2016	271968	MINER'S ACE HARDWARE, INC	FAUCET, PVC-PWWC	010.4213.5604	\$100.40
07/29/2016	271968	MINER'S ACE HARDWARE, INC	SOCKET, CAULK, GREASE	010.4213.5604	\$26.52
07/29/2016	271968	MINER'S ACE HARDWARE, INC	STEM REPAIR, PVC VALVES-PWWC	010.4213.5604	\$16.18
07/29/2016	271968	MINER'S ACE HARDWARE, INC	SPRAY PAINT, BULB CHANGER, BUL	010.4213.5604	\$92.79
07/29/2016	271968	MINER'S ACE HARDWARE, INC	MASKING TAPE, FASTENERS	010.4420.5605	\$11.01
07/29/2016	271968	MINER'S ACE HARDWARE, INC	CM TANK SPRAYER	010.4420.5605	\$28.07
07/29/2016	271968	MINER'S ACE HARDWARE, INC	ASH ST-RR HOSE	010.4420.5605	\$63.70
07/29/2016	271968	MINER'S ACE HARDWARE, INC	3/16' COIL CHAIN, SOCKET	010.4420.5605	\$232.41
07/29/2016	271968	MINER'S ACE HARDWARE, INC	PW16 SUPPLIES	220.4303.5273	\$10.79
07/29/2016	271968	MINER'S ACE HARDWARE, INC	PW16-STAR KEYS	220.4303.5273	\$15.11
07/29/2016	271968	MINER'S ACE HARDWARE, INC	METER TESTER NIPPLE	640.4712.5610	\$4.96
07/29/2016	271968	MINER'S ACE HARDWARE, INC	PAINT	640.4712.5610	\$66.40
07/29/2016	271969	OCEAN AIR	CHRG REFRIGERANT TO CH AC SYST	010.4213.5303	\$120.00
07/29/2016	271970	PACIFIC GAS & ELECTRIC CO	ELECTRIC-484 BAKEMAN	219.4460.5304	\$12.46
07/29/2016	271970	PACIFIC GAS & ELECTRIC CO	ELECTRIC-LIFT STN#7, 232 CRANB	612.4610.5402	\$303.64
07/29/2016	271970	PACIFIC GAS & ELECTRIC CO	ELECTRIC-300 E BRANCH	010.4145.5401	\$1,318.99
07/29/2016	271970	PACIFIC GAS & ELECTRIC CO	ELECTRIC-STREET LIGHTING	010.4307.5402	\$18,049.12
07/29/2016	271971	RANDOM	CAR WASH REIMB-CITY ST WORK	220.4303.5601	\$17.99
07/29/2016	271972	REGAN CLINICS INC	PRE-EMPLOYMENT PHYSICAL-PD	010.4101.5201	\$215.00
07/29/2016	271973	SAF T FLO WATER SERVICES	WELL INJECTION VALVE	640.4711.5603	\$212.24
07/29/2016	271974	SAN LUIS OBISPO	BOMB TASK FORCE PROGRAM	010.4201.5328	\$4,000.00
07/29/2016	271975	SARABIA	PARK DEPOSIT REFUND-COMM CTR	010.0000.2206	\$400.00
07/29/2016	271975	SARABIA	SUPERVISION-13.5 HRS X \$10	010.0000.4353	\$135.00
07/29/2016	271976	SE TECHNOLOGIES	(50) 4" E HWY GOTHIC C SERIES	220.4303.5613	\$40.50
07/29/2016	271976	SE TECHNOLOGIES	30X30 US 101 SIGN	220.4303.5613	\$64.13
07/29/2016	271977	SITEONE LANDSCAPE SUPPLY LLC	24 VAC SOLENOID-SOTO	010.4430.5605	\$216.12
07/29/2016	271978	SLO COUNTY AUDITOR-	MAY 2016 PARKING CITATION REVE	010.0000.4203	\$166.50
07/29/2016	271978	SLO COUNTY AUDITOR-	JUNE 2016 PARKING CITATION REV	010.0000.4203	\$230.60
07/29/2016	271979	SLO COUNTY SHERIFF'S DEPT	3/13-6/12 ATT CALNET 3 DISPATC	010.4201.5303	\$37.35
07/29/2016	271980	STREATOR PIPE & SUPPLY	LEAD FREE BALL VALVE	010.4213.5604	\$12.75
07/29/2016	271980	STREATOR PIPE & SUPPLY	2 X 4 NIPPLE	640.4712.5610	\$5.15
07/29/2016	271980	STREATOR PIPE & SUPPLY	2 X 4 NIPPLE	640.4712.5610	\$5.15
07/29/2016	271981	SUPERIOR QUALITY COPIERS, INC	16/17 SERVICE AGREEMENT-FAX	010.4201.5201	\$275.00
07/29/2016	271982	TROESH RECYCLING, INC	(14) FILL SAND	220.4303.5613	\$180.60
07/29/2016	271983	ULINE	RED TRASH BAGS	010.4420.5605	\$689.24
07/29/2016	271984	UNDERGROUND SERVICE ALERT	ANNUAL USA MEMBERSHIP FEE	640.4710.5503	\$473.30
07/29/2016	271985	UNITED STAFFING ASSOC.	PAYROLL FOR:W. DOUGLAS W/E 7/1	010.4420.5303	\$902.50
07/29/2016	271985	UNITED STAFFING ASSOC.	PAYROLL FOR:W. GUZZIE W/E 7/10	010.4420.5303	\$845.54
07/29/2016	271985	UNITED STAFFING ASSOC.	PAYROLL FOR:W. DOUGLAS W/E 7/1	010.4420.5303	\$790.23
07/29/2016	271986	UNIVAR USA, INC	AMMONIUM SULFATE NSF	640.4712.5274	\$1,324.36
07/29/2016	271987	VALKO	ART FOR KIDS-SUMMER CAMP 2016	010.4424.5351	\$1,712.00
07/29/2016	271988	VERIZON WIRELESS	ACCT#208620661-00001-DEPT CELL	010.4201.5403	\$702.08
07/29/2016	271989	WILSON ELECTRIC COMPANY INC	SIGNAL MAINT-06/16-11 INTERSEC	010.4307.5303	\$1,320.00
07/29/2016	271989	WILSON ELECTRIC COMPANY INC	OAK PARK & JAMES WAY	010.4307.5303	\$60.00
07/29/2016	271989	WILSON ELECTRIC COMPANY INC	OAK PARK & EL CAMINO REAL	010.4307.5303	\$60.00
07/29/2016	271989	WILSON ELECTRIC COMPANY INC	OAK PARK & WEST BRANCH	010.4307.5303	\$75.00
07/29/2016	271990	AFLAC INSURANCE	JULY 2016 SUPPLEMENTAL INS	011.0000.2126	\$1,714.46

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Check Date	Check #	Vendor Last Name	Description	Acct #	GL Amount
07/29/2016	271991	AG PROFESSIONAL FIREFIGHTERS	CAREER FF ASSN DUES-JULY 2016	011.0000.2115	\$2,250.00
07/29/2016	271992	ARROYO GRANDE POLICE ASSN	AG POLICE ASSN DUES-JULY 2016	011.0000.2116	\$2,800.50
07/29/2016	271993	DELTA DENTAL	AUG 2016 DELTA DENTAL PREMIUM	011.0000.2110	\$8,358.20
07/29/2016	271993	DELTA DENTAL	AUG 2016 DELTA DENTAL PREMIUMS	010.4099.5132	\$1,817.00
07/29/2016	271994	FIVE CITIES FIREFIGHTERS ASSOC	AG FIRE ASSN DUES-JULY 2016	011.0000.2115	\$210.00
07/29/2016	271995	ICMA RETIREMENT CORP	ICMA RETIREE ADMIN FEE	010.4099.5136	\$194.90
07/29/2016	271995	ICMA RETIREMENT CORP	ICMA RETIREE ADMIN FEE-STREETS	220.4303.5136	\$18.78
07/29/2016	271995	ICMA RETIREMENT CORP	ICMA RETIREE ADMIN FEE-WATER	640.4712.5136	\$6.26
07/29/2016	271996	PERS - ACTIVE MED	ACTIVE HEALTH INS	011.0000.2109	\$116,313.19
07/29/2016	271996	PERS - ACTIVE MED	ACTIVE FIRE HEALTH ADMIN FEE	010.0000.1111	\$85.54
07/29/2016	271996	PERS - ACTIVE MED	RETIREE HEALTH INS	010.0000.1111	\$258.52
07/29/2016	271996	PERS - ACTIVE MED	RETIREE HEALTH INS	010.4099.5136	\$5,231.72
07/29/2016	271996	PERS - ACTIVE MED	ACTIVE HEALTH ADMIN FEE	010.4145.5131	\$271.04
07/29/2016	271996	PERS - ACTIVE MED	RETIREE HEALTH INS	220.4303.5136	\$764.02
07/29/2016	271996	PERS - ACTIVE MED	RETIREE HEALTH INS	640.4710.5136	\$126.17
07/29/2016	271997	S.E.I.U. LOCAL 620	SEIU DUES-JULY 2016	011.0000.2118	\$1,484.27
07/29/2016	271998	STANDARD INSURANCE CO	AUG 2016 PREMIUM LIFE INS	011.0000.2113	\$2,155.40
07/29/2016	271999	US BANK OF CALIFORNIA	EE PARS CONTRIB-PAYDATE 7/22/1	011.0000.2107	\$2,655.81
07/29/2016	271999	US BANK OF CALIFORNIA	ER PARS CONTRIB-PAYDATE 7/22/1	011.0000.2107	\$663.97
07/29/2016	272000	VISION SERVICE PLAN	AUG 2016 PREMIUM	011.0000.2119	\$1,933.72
07/29/2016	272000	VISION SERVICE PLAN	AUG 2016 PREMIUM-RETIRES	010.4099.5133	\$432.92

**CITY OF ARROYO GRANDE**  
**DEPARTMENTAL LABOR DISTRIBUTION**  
**PAY PERIOD**  
**7/1/2016 - 7/14/2016**  
**07/22/16**

<b>BY FUND</b>		<b>BY ACCOUNT</b>	
General Fund	408,746.23	5101 Salaries Full time	304,548.00
Streets Fund	12,272.55	5102 Salaries Part-Time - PPT	8,485.89
FCFA	135,470.64	5103 Salaries Part-Time - TPT	36,093.85
Sewer Fund	6,081.78	5105 Salaries OverTime	27,473.32
Water Fund	24,410.91	5106 Salaries Strike Team OT	-
	<u>586,982.11</u>	5107 Salaries Standby	518.35
		5108 Holiday Pay	19,316.67
		5109 Sick Pay	5,073.77
		5110 Annual Leave Buyback	23,542.62
		5111 Vacation Buyback	2,449.42
		5112 Sick Leave Buyback	-
		5113 Vacation Pay	13,905.27
		5114 Comp Pay	4,669.73
		5115 Annual Leave Pay	9,036.61
		5116 Salaries - Police FTO	238.87
		5121 PERS Retirement	40,600.53
		5122 Social Security	26,990.35
		5123 PARS Retirement	663.97
		5126 State Disability Ins.	1,205.37
		5127 Deferred Compensation	750.00
		5131 Health Insurance	49,823.27
		5132 Dental Insurance	4,043.27
		5133 Vision Insurance	930.10
		5134 Life Insurance	446.40
		5135 Long Term Disability	543.98
		5143 Uniform Allowance	4,500.00
		5144 Car Allowance	437.50
		5146 Council Expense	-
		5147 Employee Assistance	-
		5148 Boot Allowance	-
		5149 Motor Pay	-
		5150 Bi-Lingual Pay	100.00
		5151 Cell Phone Allowance	595.00
			<u>586,982.11</u>

<b>OVERTIME BY DEPARTMENT:</b>	
Administrative Services	-
Community Development	-
Police	5,242.87
Fire	21,880.82
Public Works - Maintenance	349.63
Public Works - Enterprise	-
Recreation - Administration	-
Recreation - Special Events	-
Children In Motion	-
	<u>27,473.32</u>

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: DEBORAH MALICOAT, DIRECTOR OF ADMINISTRATIVE SERVICES  
KAREN SISCO, HUMAN RESOURCES MANAGER**

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A MEMORANDUM  
OF UNDERSTANDING WITH THE ARROYO GRANDE POLICE  
OFFICERS' ASSOCIATION FOR FY 2016-17**

**DATE: AUGUST 9, 2016**

### **RECOMMENDATION:**

It is recommended that the City Council adopt a Resolution approving a Memorandum of Understanding ("MOU") with the Arroyo Grande Police Officers' Association ("AGPOA") for FY 2016-17.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

Total costs in FY 2016-17 are projected to be approximately \$132,100. The budget anticipated increased costs of approximately \$76,700 and will be amended to reflect the additional change during the mid-year budget review.

### **BACKGROUND:**

The AGPOA MOU expired on June 30, 2016. Negotiations have been under way for the past several months for a successor MOU. The terms of the proposed MOU were voted on and approved by the AGPOA's membership on July 27, 2016. Salary adjustments will become effective on August 12, 2016, the first day of the first full pay period following ratification by the AGPOA and Council approval of the MOU.

### **ANALYSIS OF ISSUES:**

Changes to the POA salary and benefits recommended in the successor MOU include the following:

- Sworn employees will receive a 6% salary increase in FY 2016-17 (not retroactive).
- Classic and 2<sup>nd</sup> Tier Sworn employees will pay a 2% Employer contribution towards their CalPERS retirement. PEPRA Sworn employees will pay a 0.5% Employer contribution towards their CalPERS retirement.
- Non-sworn employees will receive a 4% salary increase in FY 2016-17 (not retroactive) with no payment of the Employer contribution to CalPERS.

**CITY COUNCIL  
CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE  
ARROYO GRANDE POLICE OFFICERS' ASSOCIATION FOR FY 2016-17  
AUGUST 9, 2016  
PAGE 2**

- The City will adjust the cafeteria plan amount to pay 50% of the increase in the cost of the lowest cost HMO medical plan available to the City up to a maximum of a 5% increase in premiums for City's contribution for 2107. This provision is consistent with the prior MOU.

**ALTERNATIVES:**

The following alternatives are provided for the City Council's consideration

1. Adopt the Resolution approving the proposed MOU;
2. Do not adopt the Resolution;
3. Provide direction to staff.

**ADVANTAGES:**

Approval of the proposed MOU will help address inequities to maintain competitive salaries and benefits which will assist with recruitment and retention issues in the Police Department.

**DISADVANTAGES:**

The recommendation will increase costs to current and future budgets.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, August 4, 2016. The agenda and report were posted on the City's website on Friday, August 5, 2016. No public comments were received.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ADOPTING A MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ARROYO GRANDE POLICE OFFICERS' ASSOCIATION AND REPEALING RESOLUTION NO. 4625**

**WHEREAS**, the City Council deems it to be in the best interest of the City of Arroyo Grande and its employees represented by the Arroyo Grande Police Officers' Association that compensation be fixed for all full-time non-management employees as herein provided; and

**WHEREAS**, the City has established compensation and working conditions through the meet and confer process with the designated employee representatives as set forth in Exhibit "A" entitled Memorandum of Understanding between the City of Arroyo Grande and the Arroyo Grande Police Officers Association ("AGPOA MOU"), a copy of which is attached hereto and incorporated herein by this reference.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Arroyo Grande that the AGPOA MOU is hereby approved. This Resolution shall be effective as of July 1, 2016.

**BE IT FURTHER RESOLVED** that this Resolution shall repeal those sections of Resolution No. 4625 which established salary and benefits for full-time employees represented by the Arroyo Grande Police Officers' Association.

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

the foregoing Resolution was passed and adopted this 9th day of August, 2016.

**RESOLUTION NO.  
PAGE 2**

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**JIM HILL, MAYOR**

**ATTEST:**

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**KELLY WETMORE, CITY CLERK**

**APPROVED AS TO CONTENT:**

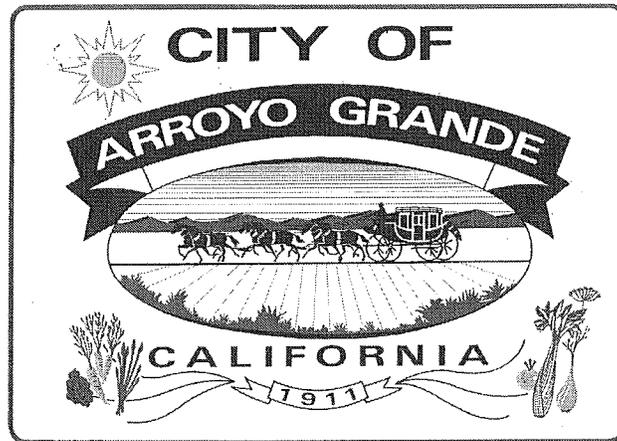
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**GEOFF ENGLISH, ACTING CITY MANAGER**

**APPROVED AS TO FORM:**

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**HEATHER WHITHAM, CITY ATTORNEY**



**2016/2017  
(One Year)**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ARROYO GRANDE POLICE OFFICERS' ASSOCIATION**

**AND**

**CITY OF ARROYO GRANDE**

2016/2017  
AGPOA / CITY OF ARROYO GRANDE  
MEMORANDUM OF UNDERSTANDING

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**2016/2017  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE REPRESENTATIVES OF THE  
CITY OF ARROYO GRANDE AND THE  
ARROYO GRANDE POLICE OFFICERS' ASSOCIATION**

**ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of the Memorandum of Understanding shall be from July 1, 2016, through June 30, 2017 (one year). Meet and confer sessions for Fiscal Year 2017-2018 shall commence no later than March 15, 2017.

**ARTICLE 2. SALARY SCHEDULES**

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
Police Sergeant	41
Senior Police Officer	35
Police Officer	31
Police Trainee	27 (Non-Sworn)
Property Evidence Technician	22 (Non-sworn)
Police Records Clerk	18 (Non-sworn)

The City and the Police Officers' Association agree that all position classifications represented by the Association shall receive salaries as represented in Exhibit "A" for sworn employees and Exhibit "B" for non-sworn employees as of July 1, 2016.

**A. FISCAL YEAR 2016/2017**

The salaries contained in Exhibit "C" reflect a 6.0% salary increase for sworn employees and the salaries contained in Exhibit "D" reflect a 4.0% salary increase for non-sworn employees effective on a go forward basis (no retroactivity) the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU.

**ARTICLE 3. APPLICATION OF SALARY STEPS**

All employees entering the permanent, full-time employ of the City shall be paid at the first step of the salary range, unless otherwise determined by the Police Chief and City Manager, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit. Employees shall be placed on the step designated by the City Manager for initial full-time permanent employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner:

Police employees may qualify for advancement to the second or next step, after completion of 12 months service, upon the recommendation of the Police Chief and approval of the City Manager.

Employees may qualify for advancement to the third or next step, after the completion of one year of service at his/her third step, upon recommendation of the Police Chief and approval by the City Manager.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 2**

**ARTICLE 3. APPLICATION OF SALARY STEPS (continued)**

Employees may qualify for advancement to the fourth or next step, after the completion of one year of service at his/her third step, upon recommendation of the Police Chief and approval by the City Manager.

Employees may qualify for advancement to the fifth or next step, after completion of one year of service in his/her fourth step, upon recommendation of the Police Chief and approval by the City Manager.

A performance report on each employee recommended for advancement shall be submitted to the City Manager by the Police Chief prior to final action on such recommendation.

Merit increases will go effective the first day of the next full pay period following the evaluation date.

**ARTICLE 4. ADVANCEMENT IN PAY**

The salary range as set forth for each classification is divided into five (5) steps, which shall be interpreted and applied as follows:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to the completion of a probationary period. The adjustment shall be made only if granted by the Police Chief and subject to the approval of the City Manager.
- C. The third step shall be granted to an employee who has given satisfactory service in a given classification for one (1) full additional year from granting of previous step increase only if granted by the Police Chief and subject to the approval of the City Manager.
- D. The fourth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Police Chief and subject to the approval of the City Manager.
- E. The fifth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Police Chief and subject to the approval of the City Manager.

An employee must always continue to maintain an acceptable level of performance and shall be evaluated by the Police Chief annually.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 3**

**ARTICLE 5. SPECIALTY PAY**

- A. In addition to the base rate of pay, determined under this MOU, employees engaged in specialty assignments shall receive Specialty Pay as herein defined. The Specialty Pay is to be included in all computation of overtime or other benefits.
- B. FTO Pay shall be defined as "an employee who is designated to train another employee pursuant to a P.O.S.T. - approved entry/promotional on-site training program (commonly referred to as a Field Training Program)."  
The designated trainer shall be paid a Specialty Pay of an additional five per cent (5%) of base salary when assigned to and working with a trainee.
- C. Motor Officer Pay: Officers assigned to motor service on a full-time basis shall receive an additional 2.5% of base salary. Officers assigned to motor service on a part-time basis shall receive an additional 2.5% of base salary while assigned to, and working in, the Traffic Enforcement Motorcycle Program.
- E. Bilingual Pay: An employee who is functional in Spanish, other language, or American Sign Language (ASL), the use of which has been determined by the Police Chief, with the concurrence of the City Manager, to be of benefit to the City shall be paid \$50.00 per month. The employee must be able to verbally communicate basic information relevant to the routine tasks for their classification. An employee who is fluent and can conduct detailed interviews and interrogation, effectively and accurately record statements, and translate spoken and written communications effectively shall be paid \$100.00 per month. Fluency shall be certified by a test administered through the City Manager's Office. An employee shall request bilingual pay on a form approved by the City Manager.

The Police Chief, with the approval of the City Manager, shall determine which employees, what mix of languages, and which job functions may be eligible for bilingual pay based upon accessibility of the employee to the public, or other factors that could affect the use of these skills for public benefit. Nothing in this section shall preclude the use by an employee of foreign language skills in the work place for the public benefit even if the employee is not receiving bilingual pay.

- F. Officers assigned to the canine assignment shall be scheduled seventy-two (72) regular hours of their eighty (80) hour bi-weekly schedule. The remaining eight (8) hours of their schedule shall be compensated at straight time in exchange for the proper care and maintenance of the animal.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
 AGPOA AND CITY OF ARROYO GRANDE  
 PAGE 4**

**ARTICLE 6. VACATION LEAVE**

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed. Employees shall take a minimum of eighty (80) vacation hours' leave per year after the first year of service.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the City in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed forty (40) working hours with his/her supervisor's approval.
- C. Employees who terminate employment shall be paid at termination; and upon return of all City-owned property, if any, a lump sum for all accrued vacation leave earned prior to the date of termination.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

1 year	80 hours	6.67 hours per month
2 years	96 "	8.00 " " "
3 years	104 "	8.67 " " "
4 years	112 "	9.34 " " "
5 years	120 "	10.00 " " "
6 years	120 "	10.00 " " "
7 years	128 "	10.67 " " "
8 years	128 "	10.67 " " "
9 years	136 "	11.34 " " "
10 years	136 "	11.34 " " "
11 years	144 "	12.00 " " "
12 years	144 "	12.00 " " "
13 years	152 "	12.67 " " "
14 years	152 "	12.67 " " "
15 years	160 "	13.34 " " "

- E. Employees may accrue vacation leave up to the maximum hours listed below, dependent upon years of service as a regular full-time employee:

<u>Years of Service On January 1</u>	<u>Maximum Vacation Hours That Can Be Accrued on January 1</u>
1 - 5	80
5+ - 10	120
10+ - 15	160
15+	200

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 5**

**ARTICLE 6. VACATION LEAVE (continued)**

- F. In the event an employee's accrued vacation leave exceeds the maximum allowed, the employee shall be paid at his/her January 1st hourly wage rate for those hours accrued in excess of the maximum allowable. Exception to this paragraph may be approved by the Police Chief upon employee request.

**ARTICLE 7. HOLIDAY LEAVE**

A. Shift/Operations Employees:

1. Employees will be provided eight (8) hours of pay per month in lieu of holiday leave or shall be granted one (1) eight (8) hour work day per calendar month for a holiday. Such monthly holiday shall be designated on the employee's work schedule.
2. Employees shall also receive an additional twelve (12) hours of leave per year, which may be granted as time off or as straight-time pay during December. Such pay shall be paid on the first payday in December.

B. Administrative Employees:

The following days shall be paid holidays for Police Department employees assigned to non-shift administrative support duties:

1. Independence Day
2. Labor Day
3. Veterans' Day
4. Thanksgiving
5. Day following Thanksgiving
6. Christmas Eve, half day
7. Christmas
8. New Year's Eve, half day
9. New Year's Day
10. Martin Luther King Day
11. Lincoln's Birthday
12. President's Day
13. Memorial Day
14. One and one-half days per Fiscal Year of the employee's choice with Supervisor approval (Floating Holiday)

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
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**ARTICLE 7. HOLIDAY LEAVE (continued)**

When any of the above-listed holidays fall on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly worked on Saturday and/or Sunday, the holiday will be specified by the above-listed dates. In case a holiday falls on an employee's regularly scheduled day off, he/she shall have the option to take such a holiday on an alternate day, as selected by the employee and approved by the Police Chief.

C. Special Holidays:

Every day designated by the President, Governor, or Mayor for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war shall be a City-paid holiday.

**ARTICLE 8. SICK LEAVE**

All full-time, permanent employees shall accrue eight (8) hours of sick leave, with pay, for each month of service, with unlimited accumulation. Effective September 1, 2013, the maximum accumulation of earned sick leave shall be 1,000 hours. An employee will not accumulate any additional sick leave until such time that his/her accumulated balance falls below 1,000 hours. Upon retirement an employee may choose to be paid for 50% of unused sick leave, to a maximum of 450 hours at his/her current rate of pay. The remainder of unused accumulated sick leave will be forwarded to CalPERS to be used towards retirement credit per the City's contract with CalPERS. On December 1st of each year, an employee has the option of being paid straight time for 25% of his/her unused sick leave for the preceding twelve (12) months, transferring the 25% credit to vacation or leaving the 25% credit in sick leave.

Employees may transfer sick leave on a voluntary basis to a fellow employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer, and submitted for approval to their Department Directors and the City Manager for final approval. The requesting employee must indicate how many hours they will need for their leave. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable. Under no circumstances may the requesting employee receive more donated hours in their sick bank than actually used for their leave.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
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**ARTICLE 9. BEREAVEMENT LEAVE**

A five (5) day leave to a maximum of forty (40) working hours with pay shall be available to employees who suffer the death of a relative (defined as: spouse, parent, child, sister, brother, grandparent or grandchild, aunt, uncle, the corresponding relative by marriage, or any other person residing in the same household) for the purpose of attending the funeral and making other arrangements at the time the loss occurs. This leave is not chargeable against accrued sick or vacation leave.

In order to receive this benefit, domestic partners must be registered with the Secretary of State.

**ARTICLE 10. FAMILY LEAVE**

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

1. Up to twelve (12) weeks unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
2. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
3. The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
4. Request for leave must be made 30 days prior to leave, if foreseeable.
5. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
6. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), and Pregnancy Disability Leave ("PDL") apply.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 8**

**ARTICLE 11. MILITARY LEAVE**

Employees taking military leave with the National Guard or Reserves shall be entitled to full City pay and benefits as required by State statute.

All military leave in excess of thirty (30) calendar days per year, if granted by the City, shall be without City pay or City-paid benefits and shall be for a period not to exceed forty-eight (48) working days per calendar year. The employer may retain his/her City benefits, such as medical insurance, by paying all premiums. The City may elect to replace the employee in his/her position in the event employee takes more than forty-eight (48) working days per calendar year.

**ARTICLE 12. EDUCATIONAL PAY**

- A. All unit employees may qualify for a two and one-half percent (2½%) salary increase above their position classified range upon receipt of a two-year degree, in a field relative to their police job classification, from an accredited junior college or college or Intermediate P.O.S.T. Certificate, upon approval of the Police Chief and City Manager.
- B. All unit employees may qualify for a five percent (5%) salary increase above their position classified range upon receipt of a four-year degree, in a field relative to their police job classification, from an accredited college or Advanced P.O.S.T. Certificate, upon approval of the Police Chief and City Manager.
- C. **Exceptions:** When position classifications require an Associated Arts or Bachelor of Science/Bachelor of Arts Degree, no educational pay shall be paid to an employee holding such a position. No A.A. or B.A./B.S. degrees will be requested by the City for current positions represented by AGPOA unless otherwise agreed through the meet and confer process.
- D. A five percent (5%) increase in salary is the maximum increase permitted under Educational Pay.

**ARTICLE 13. MEDICAL LEAVE**

Medical Leave without pay may be granted for the purpose of recovery from prolonged illness or injury, to restore health, or for pregnancy, upon employee's written request to the Police Chief and City Manager, subject to submission of medical evidence satisfactory to establishing the employee's medical need.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 9**

**ARTICLE 14. EMERGENCY LEAVE**

Emergency leave without pay may be granted to any permanent employee who, upon written request to the Police Chief and City Manager, demonstrates that the leave is necessary for personal reasons or will serve to improve his/her abilities. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly upon leave expiration shall be cause for discharge. In the event that a disagreement arises as to whether or not such emergency leave will be granted, the matter will be moved to expedited hearings under the grievance procedure. During the period that an employee is on emergency leave, he/she shall be entitled to continue his/her insurance coverage with the City, as if pursuant to the provisions of COBRA, at his/her own expense.

**ARTICLE 15. JURY DUTY**

Employees shall be granted leave with full pay and no loss in benefits, when called for jury duty, if the employee remits to the City any and all jury fees for such jury duty. It is understood that the employee may retain any travel pay granted by the court. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

**ARTICLE 16. HOURS OF WORK AND OVERTIME**

- A. The normal work schedule for full-time employees shall be eight (8) hours per day or forty (40) hours per week. However, upon written agreement between the City and the Association, an alternative work schedule may be implemented to meet the work requirements of the Police Department. Any such alternative work schedule must include eighty (80) scheduled work hours per two (2) week period (biweekly). The City reserves the right to revert to the normal work schedule described herein should working conditions, staffing, and/or workload so require (as determined by the Police Chief).
- B. Overtime shall be paid at the rate of one and one-half (1 and ½) times the employee's regular base hourly rate of pay for: 1) authorized time worked on the day of an assigned shift that is in excess of the designated number of hours for that workshift, or 2) authorized time worked beyond forty (40) hours per week or, in the event of an alternative work schedule, eighty (80) hours biweekly. Time worked for purposes of computing the standard work period for purposes of this paragraph shall include holidays, sick leave, paid vacation, bereavement leave, and compensatory time-off, and shall be calculated at a maximum of eight (8) hours per day or, in the event of an

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
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**ARTICLE 16. HOURS OF WORK AND OVERTIME (continued)**

alternative work schedule, the maximum time designated for a workday for that work schedule. Unpaid time-off shall not be used for computing time worked. Overtime shall be computed at the nearest quarter ( $\frac{1}{4}$ ) hour. Unless otherwise stated in this Memorandum of Understanding, overtime shall be paid only for actual time worked.

- C. At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half ( $1 \frac{1}{2}$ ) hours for each hour of overtime worked. Compensatory time off shall be taken at the option of the employee with the consent of the immediate supervisor and Police Chief. The limit for accrued compensatory time off is 160 hours. Effective September 1, 2013, the limit for accrued compensatory time off shall be reduced to 150 hours. Employees with current accruals above 150 hours will not lose those hours, but they shall not accrue any additional compensatory time off until their balance falls below 150 hours. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

**ARTICLE 17. CALLBACK PAY**

Callback is defined as that circumstance requiring an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week. An employee called in early to start his/her work shift, without prior reasonable notice, will also receive time and one-half ( $1 \frac{1}{2}$ ) overtime pay for all extra hours worked, with a minimum call-out of two (2) hours. If an employee receives a second callback within the two hour window of their first call, then the employee shall only receive additional pay for the time worked beyond the two hours.

**ARTICLE 18. UNIFORMS AND EQUIPMENT**

- A. The City shall provide appropriate uniforms, safety equipment and maintenance of said items for employees required to wear a uniform as part of their duties. The type and style of the uniforms and equipment, along with the frequency of the maintenance, shall be determined by the Police Chief.
- B. The City shall provide annual cash allowances of \$150 for ancillary uniforms and equipment items to the employees required by the Police Chief to wear a uniform in the course of their duties. The allowance shall be paid in July of each year. The uniform allowance will be paid on the first Friday after the first regular pay date in July.

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**ARTICLE 19. MEDICAL INSURANCE**

- A. The base medical plan shall be defined as the Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO plan available to the City by the existing medical plan provider.
- B. The City will maintain health benefits through CalPERS to the end of the successor MOU.

**ARTICLE 20. CAFETERIA PLAN**

- A. The City shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The City's contribution toward coverage under PEMHCA shall be the statutory minimum contribution amount established by CalPERS on an annual basis.
- B. Employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage for medical, dental, and vision under the City's Cafeteria Plan.
- C. For the period of July 1, 2016 through November 30, 2016, the flex dollar shall be:

For employee only:	\$638.33
For employee + 1 dependent:	\$1,180.19
For employee + 2 or more dependents:	\$1,514.66
- D. Effective December 2016, through June 30, 2017, the City's total Cafeteria Plan contribution for the plan shall be modified by an amount equal to one-half of the increase for the lowest cost HMO plan offered by CalPERS, up to a maximum of 5% premium increase for the City's contribution. Any increase in premiums above this amount will be the full responsibility of the employee.
- E. A portion of the flex dollar allowance (\$125 for 2016 and \$128 for 2017) is identified as the City's contribution towards PEMHCA. This amount will be adjusted on an annual basis as the PEMHCA minimum contribution increases. Remaining flex dollars must be used by employees to participate in the City's health plans. Employees who waive medical coverage under the Cafeteria Plan must show proof of

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**ARTICLE 20. CAFETERIA PLAN (continued)**

alternate group health coverage that is compliant with the Affordable Care Act in order to receive flexible benefit dollars or cash in lieu of enrolling in the City's health plan. Employees who properly waive coverage will receive an amount equal to the employee only contribution. The flexible benefit dollars taken as cash may not be used to reimburse an employee for any premium expenses an employee may incur for an individual health insurance policy, including a policy purchased through Covered California.

- F. The City and the AGPOA agree to reopen the MOU and limit discussion to any future Affordable Care Act guidance that affects the cafeteria plan.

**ARTICLE 21. DENTAL PLAN**

The City shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the City's choice. The City shall pay up to the full family premium. The City may select an alternate dental insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the POA.

**ARTICLE 22. LIFE INSURANCE**

The City shall provide a \$40,000 Term Life Insurance Policy to each employee, full cost for said policy to be paid by the City.

**ARTICLE 23. VISION INSURANCE**

The City shall provide a Vision Care Plan for bargaining unit members. The City shall contribute the full family premium. The City may select an alternate vision care provider during the term of the M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the POA.

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**ARTICLE 24.           DISABILITY INSURANCE**

The City shall pay for California State Disability Insurance for non-sworn personnel. Benefits are payable by the State of California after a seven (7) day waiting period following the onset of the illness or date of injury.

Effective January 1, 2004, the City will pay the premiums for the new Family Temporary Disability Insurance for non-sworn personnel. Should there be any future rate increases to State Disability Insurance and/or Family Temporary Disability Insurance plans after July 1, 2004, the City and the POA agree to meet and confer to discuss responsibility for payment of such increases.

**ARTICLE 25.           RETIREMENT**

The City is a contracting agency with the Public Employees' Retirement System of the State of California, to which the City and the employees both contribute. This is carried on in conjunction with Social Security. Participation is mandatory for all full-time City employees.

**ARTICLE 26.           RETIREMENT BENEFITS**

**A.     CalPERS Retirement Contributions**

1.     A) G.C. Section 21362.2. The CalPERS Public Safety Officer 3% @ 50 Retirement Plan shall be provided for sworn personnel hired prior to December 9, 2011. Sworn employees under this plan shall pay the full nine percent (9%) of the employee share of CalPERS plus two percent (2%) employer contribution (the 2% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).
- B) G.C. Section 21363.1. The CalPERS Public Safety Officer 3% @ 55 Retirement Plan shall be provided for sworn employees hired between December 9, 2011 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Sworn employees under this plan shall pay the full nine percent (9%) of the employee share of CalPERS plus two percent (2%) employer contribution (the 2% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).
- C) G.C. Section 7522.25. The CalPERS Public Safety Officer 2.7% @ 57 Retirement Plan shall be provided for new sworn employees hired on or after

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**ARTICLE 26. RETIREMENT BENEFITS (continued)**

January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 11.5%) of the employee share of CalPERS plus a half percent (0.5%) employer contribution (the 0.5% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).

D) The City will amend the Retirement Contract with PERS to allow the additional cost sharing contribution by the employees (the amounts contributed by employees above the member contribution) to be credited to the employee's CalPERS account and the additional amount will be reported as tax deferred compensation in accordance with IRC 414(h)(2).

2. A) G.C. Section 21354.4. The CalPERS 2.5% at Age 55 Retirement Plan shall be provided for non-sworn employees hired prior to December 21, 2012. Effective July 22, 2011, all non-sworn employees will pay seven of the eight percent employee share of the CalPERS retirement benefit costs. The City will pay the remaining one percent. Upon City Council adoption of the agreement and the completion of the contract amendment with CalPERS, all non-sworn employees shall pay the full eight percent (8%) of the employee share of CalPERS.

B) G.C. Section 21354. The CalPERS 2.0% at Age 55 Retirement Plan shall be provided for non-sworn employees hired between December 21, 2012 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Non-sworn employees under this plan shall pay the full seven percent (7%) of the employee share of CalPERS.

C) G.C. Section 7522.20. The CalPERS 2% @ 62 Retirement Plan shall be provided for new non-sworn employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Non-sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 6.25%) of the employee share of CalPERS.

3. G.C. Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the CalPERS contribution, made by the City, shall be reported to CalPERS as income. The City will be responsible for the increased CalPERS contribution as a result of the reporting change.

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**ARTICLE 26. RETIREMENT BENEFITS (continued)**

4. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by CalPERS.
5. A) GC Section 20042. Retirement benefits are based on the highest single year compensation.  
  
B) GC Section 20037. For employees hired on or after December 9, 2011, retirement benefits are based on the highest average annual compensation earnable by a member during three consecutive years of employment.
6. GC Section 20965. Employees will receive credit for unused sick leave.
7. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.
8. Effective January 1, 2013, the Public Employee's Pension Reform Act of 2013 (PEPRA) will apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.

**B. Retiree Medical**

1. Employees who retire from City service will be allowed to purchase medical insurance coverage through the City subject to applicable plan and PEMHCA requirements.
2. GC Section 22892. Effective January 1, 2009, the City's contribution shall be an equal amount for both employees and annuitants, which shall be the statutory minimum contribution amount established by CalPERS on an annual basis.

The City's contribution shall be adjusted annually by the CalPERS Board to reflect any change in the medical care component of the Consumer Price Index, provided that the City is participating in the CalPERS Health Plan.

3. Effective January 1, 2009, the City shall provide a supplemental contribution to employees that are: 1) employed on a full-time basis as of June 30, 2008 and who have been employed with the City on a full-time basis for five (5) years or more at the time of retirement; or 2) employed on a full-time basis after June 30, 2008 and who have been employed by

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**ARTICLE 26. RETIREMENT BENEFITS (continued)**

the City on a full-time basis for ten (10) years or more at the time of retirement.

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Article 26, Section C.3 and the following amounts:

For single annuitant coverage:	\$165.36
For annuitant + 1 dependent:	\$300.81
For annuitant + 2 or more dependents:	\$361.86

**ARTICLE 27. EDUCATION**

The City shall pay tuition and book fees for all classes leading to an undergraduate or graduate degree in a job-related field at an accredited school/college for all unit employees, upon approval of the Police Chief. Reimbursement for educational costs may be granted for employees participating in non-collegiate job-related continuing education/training courses/programs. Payments for all classes must be approved by the Police Chief in advance. Payments to employees will be made after the employee provides evidence of completion of the course/program with a grade C or better or the course/program is passed when a pass/fail grading system is utilized. Reimbursement shall be limited to \$1,200 per fiscal year and shall apply only to expenses for classes completed during the fiscal year in which the reimbursement is being requested. No carryovers are allowed.

**ARTICLE 28. NIGHT DIFFERENTIAL PAY**

The City shall pay \$.50 (50 cents) per hour additional wages for each hour worked in a shift that begins at or after 2:00 p.m. Shifts beginning at or after 5:00 a.m. shall be considered day shifts and will not be subject to the differential.

**ARTICLE 29. STANDBY STATUS**

- A. When placed on "emergency standby" by the Police Chief, or his designee, police employees will be granted one-eighth (1/8) of an hour overtime pay for each hour while on "emergency standby." An employee will be given a minimum of one-half (1/2) hour overtime when placed on "emergency standby." "Emergency standby" is the condition in which the employee is immediately available by telephone or pager to respond to the station for duty.
- B. Police employees subpoenaed to appear in court outside their regularly scheduled working hours will be granted four (4) hours minimum overtime for a morning or afternoon appearance, or actual overtime beyond the four (4)

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**ARTICLE 29. STANDBY STATUS (continued)**

hour minimum if their appearance is required in both the morning and afternoon of the same day. If subpoenaed to appear on off-duty hours and notice of cancellation of the subpoena is received prior to twenty-four (24) hours of the time for appearance, no overtime will apply; however, if notice of the cancellation is received within the twenty-four (24) hours prior to the time for appearance, the employee will be granted two (2) hours minimum of overtime.

**ARTICLE 30. PAYCHECKS**

The City will pay regular checks on a biweekly basis. The paychecks will be provided to the Police Department for distribution to employees by 3:00 p.m. the day prior to the designated payday unless technical difficulties occur which are beyond the control of the City. In any event, paychecks will be provided no later than 5:00 p.m. on the City's designated payday. However, no check may be deposited into a financial institution to be recorded by the issuing bank prior to the date of the designated payday.

**ARTICLE 31. PAYROLL DEDUCTIONS**

Requests for changes in and cancellation of Association dues shall be promptly processed by the Association and put into effect by the City at the employee's request. Deductions for dues shall be made twice monthly by the City and remitted to the Association monthly. Requests for deductions shall be made on City-approved authorization cards.

The Association agrees to indemnify and hold the City harmless from any liabilities that may arise as a result of the application of this article.

**ARTICLE 32. ANNIVERSARY DATES**

All current employee anniversary dates shall be as contained in the current City records. All employees hired after July 1, 1986 shall have an anniversary date the same as date of hire.

**ARTICLE 33. USE OF PRIVATE VEHICLE / MILEAGE RATE**

No worker shall be required as a condition of obtaining or continuing City employment, to possess or provide a private vehicle for use in connection with his/her City employment. The City shall reimburse employees at the rate established by the City Council for use of personal vehicles when such employees agree to such use upon stated request of the City. Transportation to and from work shall not be reimbursed.

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**ARTICLE 34. PERSONNEL FILES**

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request.

The employee may have placed in his/her personnel file any signed and dated statement of clarification or disagreement to any item or article contained within his/her personnel file.

**ARTICLE 35. PROBATIONARY PERIOD**

All appointments shall be tentative and subject to a probationary period of twelve (12) months. The Police Chief, with the consent of the City Manager, may extend the probationary period for specified cause(s) that shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period. The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Police Chief, with the consent of the City Manager, may release the probationary employee from City employment without cause at any time during the probationary period.

**ARTICLE 36. RESIGNATION**

An employee wishing to leave his/her employment with the City in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation and the reason for leaving. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date and participate in an exit interview conducted by the City prior to issuance of the final paycheck.

**ARTICLE 37. TRANSFERS**

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

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**ARTICLE 38. PROMOTION**

Promotion of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed in the salary range of the new position which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary position. Promotion of the employee may be made with the consent of the City Manager without testing or opening the position for consideration of all non- employees. All current employees shall be given consideration for a position opening that will be filled by promotion. An employee promoted to a new position shall serve a twelve (12) month probationary period in that position. In the event the promoted party is removed from the position to which promoted, the employee shall be considered demoted but shall be returned to the range from which promoted. No change in step shall occur as a result of an employee passing the promoted position probationary period. An employee's promotion date will become their anniversary date for the purposes of performance evaluations and step increases.

**ARTICLE 39. TEMPORARY POSITIONS**

The Police Chief may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the employee.

**ARTICLE 40. DEMOTION**

Transfer of an employee to a lower class shall result in reduction of salary. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion can be made for cause, which shall be provided to the employee in writing by the Police Chief prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Demotion for other reasons is not appealable.

**ARTICLE 41. LAYOFF**

Whenever, in the judgement of the City, it becomes necessary to make a reduction in force, said reduction whenever possible shall be accomplished through attrition. Workers subject to a reduction in force shall be given at least thirty (30) calendar days' notice prior to the effective date of the layoff. The Association shall receive concurrent notice and may be granted an opportunity to meet and consult with the City to discuss the proposed alternatives to a reduction in force.

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**ARTICLE 41. LAYOFF (continued)**

When one or more workers performing in the same class in the Police Department are to face a reduction in force, the Police Chief and an AGPOA representative shall confer on the basis on which personnel shall be selected for layoff.

If a laid-off employee's position, or a similar position to which the City determines the former employee is suited, becomes available within nine (9) months of layoff, said former employee shall be recalled. If the job in a lower classification becomes available and a former employee is qualified in the judgement of the City, he/she may be rehired in the lower classification's position opening.

**ARTICLE 42. GRIEVANCE PROCEDURE**

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below:
- B. The purposes of this procedure are:
  - 1. To resolve grievances informally at the lowest level; and
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."
- B. As used in this procedure, the term immediate supervisor means "the individual so designated by the Police Chief who assigns, reviews, and directs the work of an employee."

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; but with the written consent of all parties, the time limitation for any step may be extended.

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**ARTICLE 42. GRIEVANCE PROCEDURE (continued)**

STEP 1

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days, the immediate supervisor shall give his/her decision or response.

STEP 2

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
  - 1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
  - 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is the latter.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the person designated by the Police Chief as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution, Department General Order or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and give his/her decision in writing to the grievant.

STEP 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within ten (10) calendar days to the Police Chief or his/her designated representative. The employee may be represented by a representative of his/her choice.

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**ARTICLE 42. GRIEVANCE PROCEDURE (continued)**

- B. The Police Chief or his designated representative shall respond in writing within ten (10) calendar days to the grievant. If the Police Chief or his/her designated representative determines it is desirable, he/she may hold a meeting with the grievant and/or his/her representative or otherwise investigate the matter with the objective of resolving the grievance at the lowest possible level. The grievant may decline to participate in the meeting.

**STEP 4**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within ten (10) calendar days to the City Manager. The employee may be represented by a representative of his/her choice.
- B. The City Manager shall respond in writing within twenty-eight (28) calendar days to the grievant. If the City Manager or his/her designated representative determines it is desirable, he/she may hold a meeting with the grievant and/or his/her representative or otherwise investigate the matter with the objective of resolving the grievance at the lowest possible level. The grievant may decline to participate in the meeting.

**STEP 5**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 4, he/she may, within ten (10) calendar days, invoke the right to have the grievance resolved by binding arbitration.
- B. If the notice from the employee requesting arbitration is endorsed by an authorized Association representative, the Association will bear fifty percent (50%) of the cost of the services of the arbitrator. If the notice is not so endorsed by the Association's representative, then the employee must bear half of the cost of the arbitrator. The City shall be responsible for the remaining fifty percent (50%) of the cost for the services of the arbitrator.
- C. The Association's representative and the City Manager, or his representative, shall meet to select a single, qualified, impartial, local arbitrator; but they may agree to use the services of a state agency or arbitration service if a mutually acceptable local arbitrator is unavailable or if both parties are unable to agree upon an acceptable local arbitrator.

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**ARTICLE 42. GRIEVANCE PROCEDURE (continued)**

- D. The arbitration shall be convened as soon as is possible after the notice, and the decision of the arbitrator shall be final and binding on all concerned parties.

**ARTICLE 43. MANAGEMENT RIGHTS**

The City retains all its exclusive rights and authority under State law and City ordinances and expressly and exclusively retains its management rights, which include but are not limited to:

- ◆ ◆ the exclusive right to determine the mission of its constituent departments, commissions, boards;
- ◆ ◆ set standards and levels of services;
- ◆ ◆ determine the procedures and standards of selection for employment and promotions;
- ◆ ◆ direct its employees;
- ◆ ◆ determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- ◆ ◆ maintain the efficiency of governmental operations;
- ◆ ◆ determine the methods, means, and numbers and kinds of persons by which government operations are to be conducted;
- ◆ ◆ determine methods of financing;
- ◆ ◆ determine style and/or types of City-issued equipment to be used;
- ◆ ◆ determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the City operations are to be conducted;
- ◆ ◆ determine and/or change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the City;

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**ARTICLE 43. MANAGEMENT RIGHTS (continued)**

- ◆ ◆ assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- ◆ ◆ establish and modify productivity and performance programs and standards;
- ◆ ◆ discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

The Association recognizes that the City has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievance about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

**ARTICLE 44. ASSOCIATION ACTIVITIES**

- A. The Association shall provide the Police Chief and City Manager with a list of all authorized AGPOA representatives and the list shall be kept current.
- B. An employee and/or his/her AGPOA representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.
- C. The Police Chief and City Manager will approve one employee and/or AGPOA representative to take official City time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the City. It is understood that the employee and/or AGPOA representative shall make every reasonable effort to perform any of the above activities on off-duty time.

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**ARTICLE 45. ASSOCIATION ACCESS TO WORK LOCATIONS**

- A. The City agrees that the authorized AGPOA representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Police Chief and City Manager, when to the extent necessary.
- B. The Association shall provide the Police Chief and City Manager with a list of all authorized AGPOA representatives, and the list shall be kept current by the Association.
- C. Upon notification and approval of the City Manager or his/her designee, an authorized AGPOA staff member is permitted to communicate with the employee(s) and/or AGPOA representatives on official City time without said employee(s) and/or AGPOA representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on City time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

**ARTICLE 46. ASSOCIATION USE OF CITY FACILITIES**

- A. The Association may, with prior approval of the City Manager, be granted the use of City facilities for meetings of Association members, provided space is available. No use fee will be charges.
- B. The City agrees to furnish bulletin board space of reasonable size for posting of AGPOA materials.

**ARTICLE 47. ASSOCIATION MEET AND CONFER REPRESENTATION**

Three (3) AGPOA representatives shall constitute the maximum number of employees for meet and confer sessions with City representatives on City time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

**ARTICLE 48. NO STRIKE/NO LOCKOUT**

The Association agrees that during the term of the Memorandum of Understanding, neither the Association or the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

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**ARTICLE 49. NONDISCRIMINATION**

The City shall pursue a policy of affirmative action, equal opportunity, and equal promotional opportunity for all workers in accordance with applicable law.

No Association member shall be discriminated against by the City because of his/her efforts in carrying out this Memorandum of Understanding or because of political, religious, union or nonunion affiliation of belief, race, color, age, sex, national origin, handicap, marital or military status, or sexual preference; nor shall any members of the Association discriminate against any employee or official of the City based upon the foregoing reasons.

**ARTICLE 50. MOU IMPLEMENTATION**

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understanding, resolution, and rules of the City that conflict with provisions of this Agreement.

**ARTICLE 51. MAINTENANCE OF BENEFITS**

All benefits enjoyed by unit employees as of July 1, 2016, and any side letter agreements currently in effect or reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

Exhibit "A", "B", "C" and "D" are attached and incorporated as part of this Memorandum of Understanding.

**ARTICLE 52. POLICY CONFLICTS**

The policies and provisions contained herein shall supersede, in all material respects, all conflicting or inconsistent policies and provisions contained in the City of Arroyo Grande Personnel Regulations and the City of Arroyo Grande Administrative Policies and Procedures.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 27**

**REPRESENTATIVES OF  
CITY OF ARROYO GRANDE**

**REPRESENTATIVES OF ARROYO  
GRANDE POLICE OFFICERS'  
ASSOCIATION**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

\_\_\_\_\_  
**KAREN SISCO  
CHIEF NEGOTIATOR**

\_\_\_\_\_  
**VINCE JOHNSON  
CHIEF NEGOTIATOR**

\_\_\_\_\_  
**DEBORAH MALICOAT  
CITY NEGOTIATOR**

\_\_\_\_\_  
**JEREMY BURNS  
NEGOTIATOR, AGPOA**

\_\_\_\_\_  
**JASON CASTILLO  
NEGOTIATOR, AGPOA**

CITY OF ARROYO GRANDE  
 SWORN 07/01/16  
 SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
31	5,076	5,327	5,600	5,877	6,172	Police Officer
32	5,203	5,467	5,736	6,023	6,323	
33	5,331	5,603	5,879	6,174	6,482	
34	5,470	5,740	6,026	6,327	6,645	
35	5,606	5,884	6,177	6,484	6,812	SR. Police Officer
36	5,744	6,029	6,329	6,650	6,981	
37	5,888	6,182	6,488	6,815	7,156	
38	6,032	6,334	6,652	6,983	7,335	
39	6,185	6,492	6,817	7,158	7,517	
40	6,336	6,653	6,987	7,338	7,704	
41	6,497	6,820	7,161	7,523	7,898	Police Sergeant
42	6,659	6,991	7,342	7,707	8,094	
43	6,826	7,168	7,527	7,902	8,297	
44	6,995	7,347	7,716	8,103	8,505	

CITY OF ARROYO GRANDE  
NON-SWORN 07/01/16  
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
17	3,517	3,693	3,877	4,071	4,275	
18	3,606	3,786	3,975	4,174	4,383	Records Clerk
19	3,696	3,881	4,075	4,279	4,493	
20	3,789	3,979	4,178	4,387	4,606	
21	3,885	4,080	4,288	4,500	4,723	
22	3,984	4,182	4,393	4,611	4,841	Property Evidence Technician
23	4,084	4,291	4,502	4,726	4,963	
24	4,187	4,397	4,617	4,845	5,089	
25	4,293	4,503	4,727	4,966	5,214	
26	4,399	4,618	4,846	5,090	5,345	
27	4,507	4,732	4,969	5,219	5,480	Police Trainee
28	4,620	4,849	5,092	5,352	5,616	
29	4,737	4,971	5,222	5,483	5,755	
30	4,851	5,095	5,354	5,619	5,901	
31	4,973	5,223	5,487	5,762	6,050	
32	5,103	5,357	5,622	5,904	6,197	
33	5,229	5,491	5,764	6,055	6,355	

CITY OF ARROYO GRANDE  
SWORN 08/12/16  
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
31	5,381	5,650	5,932	6,229	6,540	Police Officer
32	5,515	5,791	6,080	6,385	6,704	
33	5,651	5,933	6,230	6,542	6,869	
34	5,798	6,088	6,393	6,712	7,048	
35	5,942	6,239	6,551	6,879	7,223	SR. Police Officer
36	6,089	6,393	6,713	7,048	7,401	
37	6,241	6,553	6,881	7,225	7,586	
38	6,394	6,714	7,049	7,402	7,772	
39	6,556	6,884	7,228	7,590	7,969	
40	6,716	7,052	7,405	7,775	8,164	
41	6,887	7,231	7,593	7,972	8,371	Police Sergeant
42	7,059	7,411	7,782	8,171	8,580	
43	7,236	7,597	7,977	8,376	8,795	
44	7,415	7,785	8,175	8,583	9,013	

CITY OF ARROYO GRANDE  
NON-SWORN 08/12/16  
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
17	3,658	3,841	4,033	4,234	4,446	
18	3,750	3,938	4,135	4,341	4,558	Records Clerk
19	3,844	4,036	4,238	4,450	4,672	
20	3,941	4,138	4,344	4,562	4,790	
21	4,040	4,242	4,455	4,677	4,911	
22	4,143	4,351	4,568	4,796	5,036	Property Evidence Technician
23	4,247	4,460	4,683	4,917	5,163	
24	4,354	4,572	4,801	5,041	5,293	
25	4,465	4,688	4,922	5,168	5,427	
26	4,575	4,804	5,044	5,296	5,561	
27	4,687	4,922	5,168	5,426	5,697	Police Trainee
28	4,805	5,045	5,297	5,562	5,840	
29	4,926	5,173	5,431	5,703	5,988	
30	5,045	5,297	5,562	5,840	6,132	
31	5,172	5,431	5,702	5,987	6,287	
32	5,307	5,572	5,851	6,144	6,451	
33	5,438	5,710	5,996	6,295	6,610	

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## MEMORANDUM

**TO: CITY COUNCIL**

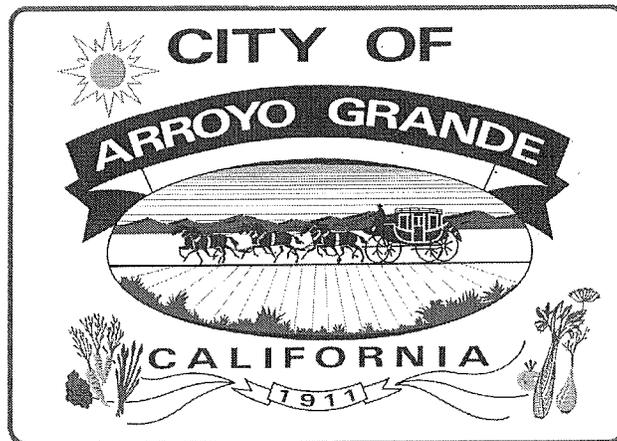
**FROM: DEBORAH MALICOAT, DIRECTOR OF ADMINISTRATIVE SERVICES  
KAREN SISCO, HUMAN RESOURCES MANAGER**

**SUBJECT: SUPPLEMENTAL INFORMATION  
AGENDA ITEM 9.b. – AUGUST 9, 2016 CITY COUNCIL MEETING  
CONSIDERATION OF A RESOLUTION APPROVING A MEMORANDUM  
OF UNDERSTANDING WITH THE ARROYO GRANDE POLICE  
OFFICERS' ASSOCIATION FOR FY 2016-17**

**DATE: AUGUST 8, 2016**

Attached please find a revised Arroyo Grande Police Officers' Association Memorandum of Understanding. The Side Letter of Agreement for Standby Pay that was approved by City Council on October 13, 2015, Resolution No. 4691, was inadvertently omitted from the new Memorandum of Understanding. It has been included under Article 29.C.

cc: Acting City Manager  
City Attorney  
City Clerk  
Public Review Binder



**2016/2017  
(One Year)**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ARROYO GRANDE POLICE OFFICERS' ASSOCIATION**

**AND**

**CITY OF ARROYO GRANDE**

2016/2017  
AGPOA / CITY OF ARROYO GRANDE  
MEMORANDUM OF UNDERSTANDING

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2016/2017  
AGPOA / CITY OF ARROYO GRANDE  
MEMORANDUM OF UNDERSTANDING

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2016/2017  
AGPOA / CITY OF ARROYO GRANDE  
MEMORANDUM OF UNDERSTANDING

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**2016/2017**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE REPRESENTATIVES OF THE**  
**CITY OF ARROYO GRANDE AND THE**  
**ARROYO GRANDE POLICE OFFICERS' ASSOCIATION**

**ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of the Memorandum of Understanding shall be from July 1, 2016, through June 30, 2017 (one year). Meet and confer sessions for Fiscal Year 2017-2018 shall commence no later than March 15, 2017.

**ARTICLE 2. SALARY SCHEDULES**

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
Police Sergeant	41
Senior Police Officer	35
Police Officer	31
Police Trainee	27 (Non-Sworn)
Property Evidence Technician	22 (Non-sworn)
Police Records Clerk	18 (Non-sworn)

The City and the Police Officers' Association agree that all position classifications represented by the Association shall receive salaries as represented in Exhibit "A" for sworn employees and Exhibit "B" for non-sworn employees as of July 1, 2016.

**A. FISCAL YEAR 2016/2017**

The salaries contained in Exhibit "C" reflect a 6.0% salary increase for sworn employees and the salaries contained in Exhibit "D" reflect a 4.0% salary increase for non-sworn employees effective on a go forward basis (no retroactivity) the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU.

**ARTICLE 3. APPLICATION OF SALARY STEPS**

All employees entering the permanent, full-time employ of the City shall be paid at the first step of the salary range, unless otherwise determined by the Police Chief and City Manager, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit. Employees shall be placed on the step designated by the City Manager for initial full-time permanent employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner:

Police employees may qualify for advancement to the second or next step, after completion of 12 months service, upon the recommendation of the Police Chief and approval of the City Manager.

Employees may qualify for advancement to the third or next step, after the completion of one year of service at his/her third step, upon recommendation of the Police Chief and approval by the City Manager.

**MEMORANDUM OF UNDERSTANDING - 2016/2017**  
**AGPOA AND CITY OF ARROYO GRANDE**  
**PAGE 2**

**ARTICLE 3. APPLICATION OF SALARY STEPS (continued)**

Employees may qualify for advancement to the fourth or next step, after the completion of one year of service at his/her third step, upon recommendation of the Police Chief and approval by the City Manager.

Employees may qualify for advancement to the fifth or next step, after completion of one year of service in his/her fourth step, upon recommendation of the Police Chief and approval by the City Manager.

A performance report on each employee recommended for advancement shall be submitted to the City Manager by the Police Chief prior to final action on such recommendation.

Merit increases will go effective the first day of the next full pay period following the evaluation date.

**ARTICLE 4. ADVANCEMENT IN PAY**

The salary range as set forth for each classification is divided into five (5) steps, which shall be interpreted and applied as follows:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to the completion of a probationary period. The adjustment shall be made only if granted by the Police Chief and subject to the approval of the City Manager.
- C. The third step shall be granted to an employee who has given satisfactory service in a given classification for one (1) full additional year from granting of previous step increase only if granted by the Police Chief and subject to the approval of the City Manager.
- D. The fourth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Police Chief and subject to the approval of the City Manager.
- E. The fifth step shall be granted to an employee who has given satisfactory service for one (1) full additional year by the Police Chief and subject to the approval of the City Manager.

An employee must always continue to maintain an acceptable level of performance and shall be evaluated by the Police Chief annually.

**MEMORANDUM OF UNDERSTANDING - 2016/2017**  
**AGPOA AND CITY OF ARROYO GRANDE**  
**PAGE 3**

**ARTICLE 5. SPECIALTY PAY**

- A. In addition to the base rate of pay, determined under this MOU, employees engaged in specialty assignments shall receive Specialty Pay as herein defined. The Specialty Pay is to be included in all computation of overtime or other benefits.
- B. FTO Pay shall be defined as "an employee who is designated to train another employee pursuant to a P.O.S.T. - approved entry/promotional on-site training program (commonly referred to as a Field Training Program)."  
The designated trainer shall be paid a Specialty Pay of an additional five per cent (5%) of base salary when assigned to and working with a trainee.
- C. Motor Officer Pay: Officers assigned to motor service on a full-time basis shall receive an additional 2.5% of base salary. Officers assigned to motor service on a part-time basis shall receive an additional 2.5% of base salary while assigned to, and working in, the Traffic Enforcement Motorcycle Program.
- D. Bilingual Pay: An employee who is functional in Spanish, other language, or American Sign Language (ASL), the use of which has been determined by the Police Chief, with the concurrence of the City Manager, to be of benefit to the City shall be paid \$50.00 per month. The employee must be able to verbally communicate basic information relevant to the routine tasks for their classification. An employee who is fluent and can conduct detailed interviews and interrogation, effectively and accurately record statements, and translate spoken and written communications effectively shall be paid \$100.00 per month. Fluency shall be certified by a test administered through the City Manager's Office. An employee shall request bilingual pay on a form approved by the City Manager.

The Police Chief, with the approval of the City Manager, shall determine which employees, what mix of languages, and which job functions may be eligible for bilingual pay based upon accessibility of the employee to the public, or other factors that could affect the use of these skills for public benefit. Nothing in this section shall preclude the use by an employee of foreign language skills in the work place for the public benefit even if the employee is not receiving bilingual pay.

- E. Officers assigned to the canine assignment shall be scheduled seventy-two (72) regular hours of their eighty (80) hour bi-weekly schedule. The remaining eight (8) hours of their schedule shall be compensated at straight time in exchange for the proper care and maintenance of the animal.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
 AGPOA AND CITY OF ARROYO GRANDE  
 PAGE 4**

**ARTICLE 6. VACATION LEAVE**

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed. Employees shall take a minimum of eighty (80) vacation hours' leave per year after the first year of service.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the City in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed forty (40) working hours with his/her supervisor's approval.
- C. Employees who terminate employment shall be paid at termination; and upon return of all City-owned property, if any, a lump sum for all accrued vacation leave earned prior to the date of termination.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

1 year	80 hours	6.67 hours per month
2 years	96 "	8.00 " " "
3 years	104 "	8.67 " " "
4 years	112 "	9.34 " " "
5 years	120 "	10.00 " " "
6 years	120 "	10.00 " " "
7 years	128 "	10.67 " " "
8 years	128 "	10.67 " " "
9 years	136 "	11.34 " " "
10 years	136 "	11.34 " " "
11 years	144 "	12.00 " " "
12 years	144 "	12.00 " " "
13 years	152 "	12.67 " " "
14 years	152 "	12.67 " " "
15 years	160 "	13.34 " " "

- E. Employees may accrue vacation leave up to the maximum hours listed below, dependent upon years of service as a regular full-time employee:

<u>Years of Service On January 1</u>	<u>Maximum Vacation Hours That Can Be Accrued on January 1</u>
1 - 5	80
5+ - 10	120
10+ - 15	160
15+	200

**MEMORANDUM OF UNDERSTANDING - 2016/2017**  
**AGPOA AND CITY OF ARROYO GRANDE**  
**PAGE 5**

**ARTICLE 6. VACATION LEAVE (continued)**

- F. In the event an employee's accrued vacation leave exceeds the maximum allowed, the employee shall be paid at his/her January 1st hourly wage rate for those hours accrued in excess of the maximum allowable. Exception to this paragraph may be approved by the Police Chief upon employee request.

**ARTICLE 7. HOLIDAY LEAVE**

A. Shift/Operations Employees:

1. Employees will be provided eight (8) hours of pay per month in lieu of holiday leave or shall be granted one (1) eight (8) hour work day per calendar month for a holiday. Such monthly holiday shall be designated on the employee's work schedule.
2. Employees shall also receive an additional twelve (12) hours of leave per year, which may be granted as time off or as straight-time pay during December. Such pay shall be paid on the first payday in December.

B. Administrative Employees:

The following days shall be paid holidays for Police Department employees assigned to non-shift administrative support duties:

1. Independence Day
2. Labor Day
3. Veterans' Day
4. Thanksgiving
5. Day following Thanksgiving
6. Christmas Eve, half day
7. Christmas
8. New Year's Eve, half day
9. New Year's Day
10. Martin Luther King Day
11. Lincoln's Birthday
12. President's Day
13. Memorial Day
14. One and one-half days per Fiscal Year of the employee's choice with Supervisor approval (Floating Holiday)

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 6**

**ARTICLE 7. HOLIDAY LEAVE (continued)**

When any of the above-listed holidays fall on Saturday, it will be recognized on Friday. If it falls on Sunday, it will be recognized on Monday. For all employees who regularly worked on Saturday and/or Sunday, the holiday will be specified by the above-listed dates. In case a holiday falls on an employee's regularly scheduled day off, he/she shall have the option to take such a holiday on an alternate day, as selected by the employee and approved by the Police Chief.

C. Special Holidays:

Every day designated by the President, Governor, or Mayor for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war shall be a City-paid holiday.

**ARTICLE 8. SICK LEAVE**

All full-time, permanent employees shall accrue eight (8) hours of sick leave, with pay, for each month of service, with unlimited accumulation. Effective September 1, 2013, the maximum accumulation of earned sick leave shall be 1,000 hours. An employee will not accumulate any additional sick leave until such time that his/her accumulated balance falls below 1,000 hours. Upon retirement an employee may choose to be paid for 50% of unused sick leave, to a maximum of 450 hours at his/her current rate of pay. The remainder of unused accumulated sick leave will be forwarded to CalPERS to be used towards retirement credit per the City's contract with CalPERS. On December 1st of each year, an employee has the option of being paid straight time for 25% of his/her unused sick leave for the preceding twelve (12) months, transferring the 25% credit to vacation or leaving the 25% credit in sick leave.

Employees may transfer sick leave on a voluntary basis to a fellow employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the City, be completed by both employees who mutually request such transfer, and submitted for approval to their Department Directors and the City Manager for final approval. The requesting employee must indicate how many hours they will need for their leave. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable. Under no circumstances may the requesting employee receive more donated hours in their sick bank than actually used for their leave.

**MEMORANDUM OF UNDERSTANDING - 2016/2017**  
**AGPOA AND CITY OF ARROYO GRANDE**  
**PAGE 7**

**ARTICLE 9.           BEREAVEMENT LEAVE**

A five (5) day leave to a maximum of forty (40) working hours with pay shall be available to employees who suffer the death of a relative (defined as: spouse, parent, child, sister, brother, grandparent or grandchild, aunt, uncle, the corresponding relative by marriage, or any other person residing in the same household) for the purpose of attending the funeral and making other arrangements at the time the loss occurs. This leave is not chargeable against accrued sick or vacation leave.

In order to receive this benefit, domestic partners must be registered with the Secretary of State.

**ARTICLE 10.         FAMILY LEAVE**

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

1.     Up to twelve (12) weeks unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
2.     Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
3.     The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
4.     Request for leave must be made 30 days prior to leave, if foreseeable.
5.     Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
6.     Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), and Pregnancy Disability Leave ("PDL") apply.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
PAGE 8**

**ARTICLE 11. MILITARY LEAVE**

Employees taking military leave with the National Guard or Reserves shall be entitled to full City pay and benefits as required by State statute.

All military leave in excess of thirty (30) calendar days per year, if granted by the City, shall be without City pay or City-paid benefits and shall be for a period not to exceed forty-eight (48) working days per calendar year. The employer may retain his/her City benefits, such as medical insurance, by paying all premiums. The City may elect to replace the employee in his/her position in the event employee takes more than forty-eight (48) working days per calendar year.

**ARTICLE 12. EDUCATIONAL PAY**

- A. All unit employees may qualify for a two and one-half percent (2½%) salary increase above their position classified range upon receipt of a two-year degree, in a field relative to their police job classification, from an accredited junior college or college or Intermediate P.O.S.T. Certificate, upon approval of the Police Chief and City Manager.
- B. All unit employees may qualify for a five percent (5%) salary increase above their position classified range upon receipt of a four-year degree, in a field relative to their police job classification, from an accredited college or Advanced P.O.S.T. Certificate, upon approval of the Police Chief and City Manager.
- C. **Exceptions:** When position classifications require an Associated Arts or Bachelor of Science/Bachelor of Arts Degree, no educational pay shall be paid to an employee holding such a position. No A.A. or B.A./B.S. degrees will be requested by the City for current positions represented by AGPOA unless otherwise agreed through the meet and confer process.
- D. A five percent (5%) increase in salary is the maximum increase permitted under Educational Pay.

**ARTICLE 13. MEDICAL LEAVE**

Medical Leave without pay may be granted for the purpose of recovery from prolonged illness or injury, to restore health, or for pregnancy, upon employee's written request to the Police Chief and City Manager, subject to submission of medical evidence satisfactory to establishing the employee's medical need.

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**ARTICLE 14. EMERGENCY LEAVE**

Emergency leave without pay may be granted to any permanent employee who, upon written request to the Police Chief and City Manager, demonstrates that the leave is necessary for personal reasons or will serve to improve his/her abilities. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly upon leave expiration shall be cause for discharge. In the event that a disagreement arises as to whether or not such emergency leave will be granted, the matter will be moved to expedited hearings under the grievance procedure. During the period that an employee is on emergency leave, he/she shall be entitled to continue his/her insurance coverage with the City, as if pursuant to the provisions of COBRA, at his/her own expense.

**ARTICLE 15. JURY DUTY**

Employees shall be granted leave with full pay and no loss in benefits, when called for jury duty, if the employee remits to the City any and all jury fees for such jury duty. It is understood that the employee may retain any travel pay granted by the court. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

**ARTICLE 16. HOURS OF WORK AND OVERTIME**

- A. The normal work schedule for full-time employees shall be eight (8) hours per day or forty (40) hours per week. However, upon written agreement between the City and the Association, an alternative work schedule may be implemented to meet the work requirements of the Police Department. Any such alternative work schedule must include eighty (80) scheduled work hours per two (2) week period (biweekly). The City reserves the right to revert to the normal work schedule described herein should working conditions, staffing, and/or workload so require (as determined by the Police Chief).
- B. Overtime shall be paid at the rate of one and one-half (1 and ½) times the employee's regular base hourly rate of pay for: 1) authorized time worked on the day of an assigned shift that is in excess of the designated number of hours for that workshift, or 2) authorized time worked beyond forty (40) hours per week or, in the event of an alternative work schedule, eighty (80) hours biweekly. Time worked for purposes of computing the standard work period for purposes of this paragraph shall include holidays, sick leave, paid vacation, bereavement leave, and compensatory time-off, and shall be calculated at a maximum of eight (8) hours per day or, in the event of an

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**ARTICLE 16. HOURS OF WORK AND OVERTIME (continued)**

alternative work schedule, the maximum time designated for a workday for that work schedule. Unpaid time-off shall not be used for computing time worked. Overtime shall be computed at the nearest quarter ( $\frac{1}{4}$ ) hour. Unless otherwise stated in this Memorandum of Understanding, overtime shall be paid only for actual time worked.

- C. At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half ( $1 \frac{1}{2}$ ) hours for each hour of overtime worked. Compensatory time off shall be taken at the option of the employee with the consent of the immediate supervisor and Police Chief. The limit for accrued compensatory time off is 160 hours. Effective September 1, 2013, the limit for accrued compensatory time off shall be reduced to 150 hours. Employees with current accruals above 150 hours will not lose those hours, but they shall not accrue any additional compensatory time off until their balance falls below 150 hours. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

**ARTICLE 17. CALLBACK PAY**

Callback is defined as that circumstance requiring an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week. An employee called in early to start his/her work shift, without prior reasonable notice, will also receive time and one-half ( $1 \frac{1}{2}$ ) overtime pay for all extra hours worked, with a minimum call-out of two (2) hours. If an employee receives a second callback within the two hour window of their first call, then the employee shall only receive additional pay for the time worked beyond the two hours.

**ARTICLE 18. UNIFORMS AND EQUIPMENT**

- A. The City shall provide appropriate uniforms, safety equipment and maintenance of said items for employees required to wear a uniform as part of their duties. The type and style of the uniforms and equipment, along with the frequency of the maintenance, shall be determined by the Police Chief.
- B. The City shall provide annual cash allowances of \$150 for ancillary uniforms and equipment items to the employees required by the Police Chief to wear a uniform in the course of their duties. The allowance shall be paid in July of each year. The uniform allowance will be paid on the first Friday after the first regular pay date in July.

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**ARTICLE 19. MEDICAL INSURANCE**

- A. The base medical plan shall be defined as the Health Maintenance Organization (HMO) program available to the City. If availability of an HMO to the City is discontinued by the medical plan provider, the base plan will become the basic PPO plan available to the City by the existing medical plan provider.
- B. The City will maintain health benefits through CalPERS to the end of the successor MOU.

**ARTICLE 20. CAFETERIA PLAN**

- A. The City shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The City's contribution toward coverage under PEMHCA shall be the statutory minimum contribution amount established by CalPERS on an annual basis.
- B. Employees participating in the City's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage for medical, dental, and vision under the City's Cafeteria Plan.
- C. For the period of July 1, 2016 through November 30, 2016, the flex dollar shall be:

For employee only:	\$638.33
For employee + 1 dependent:	\$1,180.19
For employee +2 or more dependents:	\$1,514.66
- D. Effective December 2016, through June 30, 2017, the City's total Cafeteria Plan contribution for the plan shall be modified by an amount equal to one-half of the increase for the lowest cost HMO plan offered by CalPERS, up to a maximum of 5% premium increase for the City's contribution. Any increase in premiums above this amount will be the full responsibility of the employee.
- E. A portion of the flex dollar allowance (\$125 for 2016 and \$128 for 2017) is identified as the City's contribution towards PEMHCA. This amount will be adjusted on an annual basis as the PEMHCA minimum contribution increases. Remaining flex dollars must be used by employees to participate in the City's health plans. Employees who waive medical coverage under the Cafeteria Plan must show proof of alternate group health coverage that is compliant with the Affordable Care Act in order to receive flexible benefit dollars or cash in lieu of enrolling in the City's health plan. Employees who

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**ARTICLE 20. CAFETERIA PLAN (continued)**

properly waive coverage will receive an amount equal to the employee only contribution. The flexible benefit dollars taken as cash may not be used to reimburse an employee for any premium expenses an employee may incur for an individual health insurance policy, including a policy purchased through Covered California.

- C. The City and the AGPOA agree to reopen the MOU and limit discussion to any future Affordable Care Act guidance that affects the cafeteria plan.

**ARTICLE 21. DENTAL PLAN**

The City shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the City's choice. The City shall pay up to the full family premium. The City may select an alternate dental insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the POA.

**ARTICLE 22. LIFE INSURANCE**

The City shall provide a \$40,000 Term Life Insurance Policy to each employee, full cost for said policy to be paid by the City.

**ARTICLE 23. VISION INSURANCE**

The City shall provide a Vision Care Plan for bargaining unit members. The City shall contribute the full family premium. The City may select an alternate vision care provider during the term of the M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to the POA.

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**ARTICLE 24.           DISABILITY INSURANCE**

The City shall pay for California State Disability Insurance for non-sworn personnel. Benefits are payable by the State of California after a seven (7) day waiting period following the onset of the illness or date of injury.

Effective January 1, 2004, the City will pay the premiums for the new Family Temporary Disability Insurance for non-sworn personnel. Should there be any future rate increases to State Disability Insurance and/or Family Temporary Disability Insurance plans after July 1, 2004, the City and the POA agree to meet and confer to discuss responsibility for payment of such increases.

**ARTICLE 25.           RETIREMENT**

The City is a contracting agency with the Public Employees' Retirement System of the State of California, to which the City and the employees both contribute. This is carried on in conjunction with Social Security. Participation is mandatory for all full-time City employees.

**ARTICLE 26.           RETIREMENT BENEFITS**

A.    CalPERS Retirement Contributions

1.    A) G.C. Section 21362.2. The CalPERS Public Safety Officer 3% @ 50 Retirement Plan shall be provided for sworn personnel hired prior to December 9, 2011. Sworn employees under this plan shall pay the full nine percent (9%) of the employee share of CalPERS plus two percent (2%) employer contribution (the 2% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).
- B) G.C. Section 21363.1. The CalPERS Public Safety Officer 3% @ 55 Retirement Plan shall be provided for sworn employees hired between December 9, 2011 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Sworn employees under this plan shall pay the full nine percent (9%) of the employee share of CalPERS plus two percent (2%) employer contribution (the 2% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).
- C) G.C. Section 7522.25. The CalPERS Public Safety Officer 2.7% @ 57 Retirement Plan shall be provided for new sworn employees hired on or after

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**ARTICLE 26. RETIREMENT BENEFITS (continued)**

January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 11.5%) of the employee share of CalPERS plus a half percent (0.5%) employer contribution (the 0.5% will be effective the first full pay period following ratification by AGPOA membership and approval by the City Council of a successor MOU).

D) The City will amend the Retirement Contract with PERS to allow the additional cost sharing contribution by the employees (the amounts contributed by employees above the member contribution) to be credited to the employee's CalPERS account and the additional amount will be reported as tax deferred compensation in accordance with IRC 414(h)(2).

2. A) G.C. Section 21354.4. The CalPERS 2.5% at Age 55 Retirement Plan shall be provided for non-sworn employees hired prior to December 21, 2012. Effective July 22, 2011, all non-sworn employees will pay seven of the eight percent employee share of the CalPERS retirement benefit costs. The City will pay the remaining one percent. Upon City Council adoption of the agreement and the completion of the contract amendment with CalPERS, all non-sworn employees shall pay the full eight percent (8%) of the employee share of CalPERS.

B) G.C. Section 21354. The CalPERS 2.0% at Age 55 Retirement Plan shall be provided for non-sworn employees hired between December 21, 2012 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Non-sworn employees under this plan shall pay the full seven percent (7%) of the employee share of CalPERS.

C) G.C. Section 7522.20. The CalPERS 2% @ 62 Retirement Plan shall be provided for new non-sworn employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Non-sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 6.25%) of the employee share of CalPERS.

3. G.C. Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the CalPERS contribution, made by the City, shall be reported to CalPERS as income. The City will be responsible for the increased CalPERS contribution as a result of the reporting change.

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**ARTICLE 26. RETIREMENT BENEFITS (continued)**

4. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by CalPERS.
5. A) GC Section 20042. Retirement benefits are based on the highest single year compensation.  
  
B) GC Section 20037. For employees hired on or after December 9, 2011, retirement benefits are based on the highest average annual compensation earnable by a member during three consecutive years of employment.
6. GC Section 20965. Employees will receive credit for unused sick leave.
7. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.
8. Effective January 1, 2013, the Public Employee's Pension Reform Act of 2013 (PEPRA) will apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.

**B. Retiree Medical**

1. Employees who retire from City service will be allowed to purchase medical insurance coverage through the City subject to applicable plan and PEMHCA requirements.
2. GC Section 22892. Effective January 1, 2009, the City's contribution shall be an equal amount for both employees and annuitants, which shall be the statutory minimum contribution amount established by CalPERS on an annual basis.  
  
The City's contribution shall be adjusted annually by the CalPERS Board to reflect any change in the medical care component of the Consumer Price Index, provided that the City is participating in the CalPERS Health Plan.
3. Effective January 1, 2009, the City shall provide a supplemental contribution to employees that are: 1) employed on a full-time basis as of June 30, 2008 and who have been employed with the City on a full-time basis for five (5) years or more at the time of retirement; or 2) employed on a full-time basis after June 30, 2008 and who have been employed by the City on a full-time basis for ten (10) years or more at the time of retirement.

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**ARTICLE 26. RETIREMENT BENEFITS (continued)**

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Article 26, Section C.3 and the following amounts:

For single annuitant coverage:	\$165.36
For annuitant + 1 dependent:	\$300.81
For annuitant + 2 or more dependents:	\$361.86

**ARTICLE 27. EDUCATION**

The City shall pay tuition and book fees for all classes leading to an undergraduate or graduate degree in a job-related field at an accredited school/college for all unit employees, upon approval of the Police Chief. Reimbursement for educational costs may be granted for employees participating in non-collegiate job-related continuing education/training courses/programs. Payments for all classes must be approved by the Police Chief in advance. Payments to employees will be made after the employee provides evidence of completion of the course/program with a grade C or better or the course/program is passed when a pass/fail grading system is utilized. Reimbursement shall be limited to \$1,200 per fiscal year and shall apply only to expenses for classes completed during the fiscal year in which the reimbursement is being requested. No carryovers are allowed.

**ARTICLE 28. NIGHT DIFFERENTIAL PAY**

The City shall pay \$.50 (50 cents) per hour additional wages for each hour worked in a shift that begins at or after 2:00 p.m. Shifts beginning at or after 5:00 a.m. shall be considered day shifts and will not be subject to the differential.

**ARTICLE 29. STANDBY STATUS**

- A. When placed on "emergency standby" by the Police Chief, or his designee, police employees will be granted one-eighth (1/8) of an hour overtime pay for each hour while on "emergency standby." An employee will be given a minimum of one-half (1/2) hour overtime when placed on "emergency standby." "Emergency standby" is the condition in which the employee is immediately available by telephone or pager to respond to the station for duty.
- B. Police employees subpoenaed to appear in court outside their regularly scheduled working hours will be granted four (4) hours minimum overtime for a morning or afternoon appearance, or actual overtime beyond the four (4)

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**ARTICLE 29. STANDBY STATUS (continued)**

hour minimum if their appearance is required in both the morning and afternoon of the same day. If subpoenaed to appear on off-duty hours and notice of cancellation of the subpoena is received prior to twenty-four (24) hours of the time for appearance, no overtime will apply; however, if notice of the cancellation is received within the twenty-four (24) hours prior to the time for appearance, the employee will be granted two (2) hours minimum of overtime.

- C. Sworn full time employees assigned to the investigations function will be placed on standby on a rotational schedule as determined by the Police Chief, or his/her designee. Normally, the standby assignment shall be for a period of one week. The standby assignment and compensation does not apply to employees that are temporarily assigned to assist regularly assigned investigations personnel.

Standby is defined as that circumstance which requires an employee to: 1) be ready to respond immediately to a call for service; 2) be readily available at all hours by telephone or other agreed upon communication equipment; 3) refrain from activities which might impair his/her assigned duties upon call; 4) and remain within a geographical area that provides for a physical response time not to exceed forty-five (45) minutes. The parties agree that employees on standby, as defined in this paragraph, are "waiting to be engaged."

The parties acknowledge that while on standby, employees may have to engage in phone calls or other de minimus response activity. Phone calls or other responses that are beyond de minimus, but do not require the employee to report to duty are compensable time. Employees that physically respond to call outs are entitled to callback pay as defined in Article 17. The parties agree that employees responding while on standby will be given the option to flex their schedules so as to avoid overtime whenever possible.

Sworn full time employees assigned to the investigations function shall receive an additional 2.5% of base salary as compensation for standby assignment.

**ARTICLE 30. PAYCHECKS**

The City will pay regular checks on a biweekly basis. The paychecks will be provided to the Police Department for distribution to employees by 3:00 p.m. the day prior to the designated payday unless technical difficulties occur which are beyond the control of the City. In any event, paychecks will be provided no later than 5:00 p.m. on the City's designated payday. However, no check may be deposited into a financial institution to be recorded by the issuing bank prior to the date of the designated payday.

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**ARTICLE 31. PAYROLL DEDUCTIONS**

Requests for changes in and cancellation of Association dues shall be promptly processed by the Association and put into effect by the City at the employee's request. Deductions for dues shall be made twice monthly by the City and remitted to the Association monthly. Requests for deductions shall be made on City-approved authorization cards.

The Association agrees to indemnify and hold the City harmless from any liabilities that may arise as a result of the application of this article.

**ARTICLE 32. ANNIVERSARY DATES**

All current employee anniversary dates shall be as contained in the current City records. All employees hired after July 1, 1986 shall have an anniversary date the same as date of hire.

**ARTICLE 33. USE OF PRIVATE VEHICLE / MILEAGE RATE**

No worker shall be required as a condition of obtaining or continuing City employment, to possess or provide a private vehicle for use in connection with his/her City employment. The City shall reimburse employees at the rate established by the City Council for use of personal vehicles when such employees agree to such use upon stated request of the City. Transportation to and from work shall not be reimbursed.

**ARTICLE 34. PERSONNEL FILES**

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request. The employee may have placed in his/her personnel file any signed and dated statement of clarification or disagreement to any item or article contained within his/her personnel file.

**ARTICLE 35. PROBATIONARY PERIOD**

All appointments shall be tentative and subject to a probationary period of twelve (12) months. The Police Chief, with the consent of the City Manager, may extend the probationary period for specified cause(s) that shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period. The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective

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**ARTICLE 35. PROBATIONARY PERIOD (continued)**

adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Police Chief, with the consent of the City Manager, may release the probationary employee from City employment without cause at any time during the probationary period.

**ARTICLE 36. RESIGNATION**

An employee wishing to leave his/her employment with the City in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation and the reason for leaving. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date and participate in an exit interview conducted by the City prior to issuance of the final paycheck.

**ARTICLE 37. TRANSFERS**

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

**ARTICLE 38. PROMOTION**

Promotion of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed in the salary range of the new position which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary position. Promotion of the employee may be made with the consent of the City Manager without testing or opening the position for consideration of all non-employees. All current employees shall be given consideration for a position opening that will be filled by promotion. An employee promoted to a new position shall serve a twelve (12) month probationary period in that position. In the event the promoted party is removed from the position to which promoted, the employee shall be considered demoted but shall be returned to the range from which promoted. No change in step shall occur as a result of an employee passing the promoted position probationary period. An employee's promotion date will become their anniversary date for the purposes of performance evaluations and step increases.

**ARTICLE 39. TEMPORARY POSITIONS**

The Police Chief may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the employee.

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**ARTICLE 40. DEMOTION**

Transfer of an employee to a lower class shall result in reduction of salary. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion can be made for cause, which shall be provided to the employee in writing by the Police Chief prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Demotion for other reasons is not appealable.

**ARTICLE 41. LAYOFF**

Whenever, in the judgement of the City, it becomes necessary to make a reduction in force, said reduction whenever possible shall be accomplished through attrition. Workers subject to a reduction in force shall be given at least thirty (30) calendar days' notice prior to the effective date of the layoff. The Association shall receive concurrent notice and may be granted an opportunity to meet and consult with the City to discuss the proposed alternatives to a reduction in force.

When one or more workers performing in the same class in the Police Department are to face a reduction in force, the Police Chief and an AGPOA representative shall confer on the basis on which personnel shall be selected for layoff.

If a laid-off employee's position, or a similar position to which the City determines the former employee is suited, becomes available within nine (9) months of layoff, said former employee shall be recalled. If the job in a lower classification becomes available and a former employee is qualified in the judgement of the City, he/she may be rehired in the lower classification's position opening.

**ARTICLE 42. GRIEVANCE PROCEDURE**

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below:
- B. The purposes of this procedure are:
  - 1. To resolve grievances informally at the lowest level; and
  - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

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**ARTICLE 42. GRIEVANCE PROCEDURE (continued)**

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this Agreement or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."
- B. As used in this procedure, the term immediate supervisor means "the individual so designated by the Police Chief who assigns, reviews, and directs the work of an employee."

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; but with the written consent of all parties, the time limitation for any step may be extended.

STEP 1

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days, the immediate supervisor shall give his/her decision or response.

STEP 2

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
  - 1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
  - 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is the latter.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.

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**ARTICLE 42. GRIEVANCE PROCEDURE (continued)**

- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the City and shall be filed with the person designated by the Police Chief as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution, Department General Order or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and give his/her decision in writing to the grievant.

**STEP 3**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within ten (10) calendar days to the Police Chief or his/her designated representative. The employee may be represented by a representative of his/her choice.
- B. The Police Chief or his designated representative shall respond in writing within ten (10) calendar days to the grievant. If the Police Chief or his/her designated representative determines it is desirable, he/she may hold a meeting with the grievant and/or his/her representative or otherwise investigate the matter with the objective of resolving the grievance at the lowest possible level. The grievant may decline to participate in the meeting.

**STEP 4**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may appeal the decision within ten (10) calendar days to the City Manager. The employee may be represented by a representative of his/her choice.
- B. The City Manager shall respond in writing within twenty-eight (28) calendar days to the grievant. If the City Manager or his/her designated representative determines it is desirable, he/she may hold a meeting with the grievant and/or his/her representative or otherwise investigate the matter with the objective of resolving the grievance at the lowest possible level. The grievant may decline to participate in the meeting.

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**ARTICLE 42. GRIEVANCE PROCEDURE (continued)**

STEP 5

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 4, he/she may, within ten (10) calendar days, invoke the right to have the grievance resolved by binding arbitration.
- B. If the notice from the employee requesting arbitration is endorsed by an authorized Association representative, the Association will bear fifty percent (50%) of the cost of the services of the arbitrator. If the notice is not so endorsed by the Association's representative, then the employee must bear half of the cost of the arbitrator. The City shall be responsible for the remaining fifty percent (50%) of the cost for the services of the arbitrator.
- C. The Association's representative and the City Manager, or his representative, shall meet to select a single, qualified, impartial, local arbitrator; but they may agree to use the services of a state agency or arbitration service if a mutually acceptable local arbitrator is unavailable or if both parties are unable to agree upon an acceptable local arbitrator.
- D. The arbitration shall be convened as soon as is possible after the notice, and the decision of the arbitrator shall be final and binding on all concerned parties.

**ARTICLE 43. MANAGEMENT RIGHTS**

The City retains all its exclusive rights and authority under State law and City ordinances and expressly and exclusively retains its management rights, which include but are not limited to:

- ◆ ◆ the exclusive right to determine the mission of its constituent departments, commissions, boards;
- ◆ ◆ set standards and levels of services;
- ◆ ◆ determine the procedures and standards of selection for employment and promotions;
- ◆ ◆ direct its employees;
- ◆ ◆ determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;

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AGPOA AND CITY OF ARROYO GRANDE  
PAGE 24**

**ARTICLE 43. MANAGEMENT RIGHTS (continued)**

- ◆ ◆ maintain the efficiency of governmental operations;
- ◆ ◆ determine the methods, means, and numbers and kinds of persons by which government operations are to be conducted;
- ◆ ◆ determine methods of financing;
- ◆ ◆ determine style and/or types of City-issued equipment to be used;
- ◆ ◆ determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the City operations are to be conducted;
- ◆ ◆ determine and/or change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the City;
- ◆ ◆ assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- ◆ ◆ establish and modify productivity and performance programs and standards;
- ◆ ◆ discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

The Association recognizes that the City has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievance about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

**MEMORANDUM OF UNDERSTANDING - 2016/2017  
AGPOA AND CITY OF ARROYO GRANDE  
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**ARTICLE 44. ASSOCIATION ACTIVITIES**

- A. The Association shall provide the Police Chief and City Manager with a list of all authorized AGPOA representatives and the list shall be kept current.
- B. An employee and/or his/her AGPOA representative may, when and to the extent necessary, take official City time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.
- C. The Police Chief and City Manager will approve one employee and/or AGPOA representative to take official City time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the City. It is understood that the employee and/or AGPOA representative shall make every reasonable effort to perform any of the above activities on off-duty time.

**ARTICLE 45. ASSOCIATION ACCESS TO WORK LOCATIONS**

- A. The City agrees that the authorized AGPOA representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Police Chief and City Manager, when to the extent necessary.
- B. The Association shall provide the Police Chief and City Manager with a list of all authorized AGPOA representatives, and the list shall be kept current by the Association.
- C. Upon notification and approval of the City Manager or his/her designee, an authorized AGPOA staff member is permitted to communicate with the employee(s) and/or AGPOA representatives on official City time without said employee(s) and/or AGPOA representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on City time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

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AGPOA AND CITY OF ARROYO GRANDE  
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**ARTICLE 46. ASSOCIATION USE OF CITY FACILITIES**

- A. The Association may, with prior approval of the City Manager, be granted the use of City facilities for meetings of Association members, provided space is available. No use fee will be charges.
- B. The City agrees to furnish bulletin board space of reasonable size for posting of AGPOA materials.

**ARTICLE 47. ASSOCIATION MEET AND CONFER REPRESENTATION**

Three (3) AGPOA representatives shall constitute the maximum number of employees for meet and confer sessions with City representatives on City time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

**ARTICLE 48. NO STRIKE/NO LOCKOUT**

The Association agrees that during the term of the Memorandum of Understanding, neither the Association or the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

**ARTICLE 49. NONDISCRIMINATION**

The City shall pursue a policy of affirmative action, equal opportunity, and equal promotional opportunity for all workers in accordance with applicable law.

No Association member shall be discriminated against by the City because of his/her efforts in carrying out this Memorandum of Understanding or because of political, religious, union or nonunion affiliation of belief, race, color, age, sex, national origin, handicap, marital or military status, or sexual preference; nor shall any members of the Association discriminate against any employee or official of the City based upon the foregoing reasons.

**ARTICLE 50. MOU IMPLEMENTATION**

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understanding, resolution, and rules of the City that conflict with provisions of this Agreement.

**MEMORANDUM OF UNDERSTANDING - 2016/2017**  
**AGPOA AND CITY OF ARROYO GRANDE**  
**PAGE 27**

**ARTICLE 51. MAINTENANCE OF BENEFITS**

All benefits enjoyed by unit employees as of July 1, 2016, and any side letter agreements currently in effect or reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

Exhibit "A", "B", "C" and "D" are attached and incorporated as part of this Memorandum of Understanding.

**ARTICLE 52. POLICY CONFLICTS**

The policies and provisions contained herein shall supersede, in all material respects, all conflicting or inconsistent policies and provisions contained in the City of Arroyo Grande Personnel Regulations and the City of Arroyo Grande Administrative Policies and Procedures.

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AGPOA AND CITY OF ARROYO GRANDE  
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**REPRESENTATIVES OF  
CITY OF ARROYO GRANDE**

**REPRESENTATIVES OF ARROYO  
GRANDE POLICE OFFICERS'  
ASSOCIATION**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

\_\_\_\_\_  
**KAREN SISCO  
CHIEF NEGOTIATOR**

\_\_\_\_\_  
**VINCE JOHNSON  
CHIEF NEGOTIATOR**

\_\_\_\_\_  
**DEBORAH MALICOAT  
CITY NEGOTIATOR**

\_\_\_\_\_  
**JEREMY BURNS  
NEGOTIATOR, AGPOA**

\_\_\_\_\_  
**JASON CASTILLO  
NEGOTIATOR, AGPOA**

CITY OF ARROYO GRANDE  
 SWORN 07/01/16  
 SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
31	5,076	5,327	5,600	5,877	6,172	Police Officer
32	5,203	5,467	5,736	6,023	6,323	
33	5,331	5,603	5,879	6,174	6,482	
34	5,470	5,740	6,026	6,327	6,645	
35	5,606	5,884	6,177	6,484	6,812	SR. Police Officer
36	5,744	6,029	6,329	6,650	6,981	
37	5,888	6,182	6,488	6,815	7,156	
38	6,032	6,334	6,652	6,983	7,335	
39	6,185	6,492	6,817	7,158	7,517	
40	6,336	6,653	6,987	7,338	7,704	
41	6,497	6,820	7,161	7,523	7,898	Police Sergeant
42	6,659	6,991	7,342	7,707	8,094	
43	6,826	7,168	7,527	7,902	8,297	
44	6,995	7,347	7,716	8,103	8,505	

CITY OF ARROYO GRANDE  
NON-SWORN 07/01/16  
SCHEDULE OF SALARY RANGES-POLICE

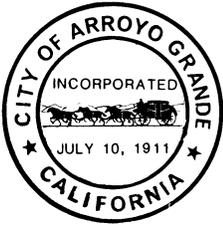
<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
17	3,517	3,693	3,877	4,071	4,275	
18	3,606	3,786	3,975	4,174	4,383	Records Clerk
19	3,696	3,881	4,075	4,279	4,493	
20	3,789	3,979	4,178	4,387	4,606	
21	3,885	4,080	4,288	4,500	4,723	
22	3,984	4,182	4,393	4,611	4,841	Property Evidence Technician
23	4,084	4,291	4,502	4,726	4,963	
24	4,187	4,397	4,617	4,845	5,089	
25	4,293	4,503	4,727	4,966	5,214	
26	4,399	4,618	4,846	5,090	5,345	
27	4,507	4,732	4,969	5,219	5,480	Police Trainee
28	4,620	4,849	5,092	5,352	5,616	
29	4,737	4,971	5,222	5,483	5,755	
30	4,851	5,095	5,354	5,619	5,901	
31	4,973	5,223	5,487	5,762	6,050	
32	5,103	5,357	5,622	5,904	6,197	
33	5,229	5,491	5,764	6,055	6,355	

CITY OF ARROYO GRANDE  
SWORN 08/12/16  
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
31	5,381	5,650	5,932	6,229	6,540	Police Officer
32	5,515	5,791	6,080	6,385	6,704	
33	5,651	5,933	6,230	6,542	6,869	
34	5,798	6,088	6,393	6,712	7,048	
35	5,942	6,239	6,551	6,879	7,223	SR. Police Officer
36	6,089	6,393	6,713	7,048	7,401	
37	6,241	6,553	6,881	7,225	7,586	
38	6,394	6,714	7,049	7,402	7,772	
39	6,556	6,884	7,228	7,590	7,969	
40	6,716	7,052	7,405	7,775	8,164	
41	6,887	7,231	7,593	7,972	8,371	Police Sergeant
42	7,059	7,411	7,782	8,171	8,580	
43	7,236	7,597	7,977	8,376	8,795	
44	7,415	7,785	8,175	8,583	9,013	

CITY OF ARROYO GRANDE  
NON-SWORN 08/12/16  
SCHEDULE OF SALARY RANGES-POLICE

<u>RANGE</u>	<u>A</u> Monthly	<u>B</u> Monthly	<u>C</u> Monthly	<u>D</u> Monthly	<u>E</u> Monthly	<u>Positions</u>
17	3,658	3,841	4,033	4,234	4,446	
18	3,750	3,938	4,135	4,341	4,558	Records Clerk
19	3,844	4,036	4,238	4,450	4,672	
20	3,941	4,138	4,344	4,562	4,790	
21	4,040	4,242	4,455	4,677	4,911	
22	4,143	4,351	4,568	4,796	5,036	Property Evidence Technician
23	4,247	4,460	4,683	4,917	5,163	
24	4,354	4,572	4,801	5,041	5,293	
25	4,465	4,688	4,922	5,168	5,427	
26	4,575	4,804	5,044	5,296	5,561	
27	4,687	4,922	5,168	5,426	5,697	Police Trainee
28	4,805	5,045	5,297	5,562	5,840	
29	4,926	5,173	5,431	5,703	5,988	
30	5,045	5,297	5,562	5,840	6,132	
31	5,172	5,431	5,702	5,987	6,287	
32	5,307	5,572	5,851	6,144	6,451	
33	5,438	5,710	5,996	6,295	6,610	



## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** DEBBIE MALICOAT, DIRECTOR OF ADMINISTRATIVE SERVICES

**SUBJECT:** CONSIDERATION OF AGREEMENT WITH REGIONAL GOVERNMENT SERVICES FOR INTERIM CITY MANAGER SERVICES

**DATE:** AUGUST 9, 2016

### **RECOMMENDATION:**

It is recommended the City Council approve and authorize the Mayor to execute an agreement with Regional Government Services (RGS) to provide Interim City Manager services.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The contract specifies an hourly billing rate of \$125 and a monthly housing allowance of \$1,700. Total costs will depend on the length of service of the Interim City Manager; however it is estimated not to exceed 960 hours over eight months, for a total cost of approximately \$133,600. The City Manager program staffing budget has a balance of approximately \$148,500 for FY 2016-17.

### **BACKGROUND:**

The City is currently recruiting for the position of City Manager and is in need of an Interim City Manager to fill this role during the recruitment, which is expected to take approximately eight months. RGS is a governmental joint powers authority that assists other government agencies with short-term staffing needs. The City Council has previously used RGS to provide an Interim City Manager. The billing rate at that time was \$120 per hour. The increase of \$5 per hour is due to an increase in RGS' overhead rate, not an increase in compensation to the employee.

### **ANALYSIS OF ISSUES:**

RGS exclusively serves public agencies and hires public-sector experts in every discipline to offer solutions to short-term staffing needs at competitive prices. They have provided Interim City Manager solutions to several other communities that were pleased with the services received. RGS staff member Robert McFall will serve as Interim City Manager. The attached agreement includes a start date of August 10, 2016.

Mr. McFall is very familiar with the City of Arroyo Grande, having previously assisted the City with several departmental assessments, executive goal setting and team building, facilitation of interdepartmental issues, and as the Interim City Manager in 2015. His

**CITY COUNCIL  
CONSIDERATION OF AGREEMENT WITH REGIONAL GOVERNMENT SERVICES  
FOR INTERIM CITY MANAGER SERVICES  
AUGUST 9, 2016  
PAGE 2**

rapport with the department head team and other city employees will enable him to quickly come up to speed on issues and concerns and be an effective leader for the City. He is exceptionally well qualified to fill the Interim City Manager position for the City of Arroyo Grande.

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

- Approve the agreement;
- Do not approve the agreement; or
- Provide direction to staff regarding City Council alternatives.

**ADVANTAGES:**

Hiring an Interim City Manager will provide the leadership and management for the City to continue accomplishing required duties while recruiting for a permanent City Manager. Mr. McFall's familiarity and rapport with City staff will enable him to step into this role quickly and continue moving the City forward during this time.

**DISADVANTAGES:**

The only disadvantage is the cost; however it is anticipated to be within the approved budget for the City Manager position.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, August 4, 2016. The Agenda and report were posted on the City's website on Friday, August 5, 2016. No public comments were received.

**ATTACHMENT:**

1. Agreement



Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

### **Our Values**

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

### **How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## **Agreement for Management and Administrative Services**

**This Agreement** for Management Services (“Agreement”) is made and entered into as of the            day of            2016, by and between City of Arroyo Grande, a municipal corporation of the State of California (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### **RECITALS**

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### **TERMS AND CONDITIONS**

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits “A” and “B”**, which are incorporated herein by this reference and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

**1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.

**1.2 Reassignment of Personnel.** In the event that Agency, at any time during the term of this Agreement, desires the reassignment of personnel, Agency shall make a request to RGS and RGS shall meet and confer in good faith to consider reassigning such person or persons. RGS shall assign only competent personnel to perform services pursuant to this Agreement.

**1.3 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the Exhibits.

**Section 2. Term of Agreement and Termination.** Services shall commence on or about August 10, 2016, and is anticipated to remain in force to June 30, 2017, at which time services may continue on a month-to-month basis

until one party terminates the Agreement, or if Exhibit A contains a “not to exceed” amount, until that amount of charges has been reached, at which point the parties shall either amend or terminate this Agreement. This Agreement may be terminated by either Party, with or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 3. Compensation.** Payment under this Agreement shall be as provided in the Exhibits.

**Section 4. Effective Date.** This Agreement shall become effective on the date first herein above written.

**Section 5. Relationship of Parties.**

**5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.

**5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff who will coordinate services to the Agency are indicated in the Exhibits. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency’s objectives.

**5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.

**5.4** Agency shall not have any right to discharge any employee of RGS from employment. However, Agency shall have the right to terminate this Agreement pursuant to Section 2 of this Agreement.

5.5 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. Loss Occurrence Coverage.** RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative ("MIC"), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**6.1 Workers' Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of the Agency for all work performed by RGS, its employees, agents, and subcontractors.

**6.2 Commercial General, Automobile, and Professional Liability Coverages**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

**6.2.2 Minimum scope of coverage.** The MIC MOC is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability:*

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

**6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS's general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS's performance of this Agreement and to the extent caused by RGS's negligent act, error, or omission.
- b. An endorsement to RGS's general commercial, and automobile coverages must state that coverage is primary with respect to the Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

**6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

**6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized by the Municipal Insurance Cooperative to bind coverage on its behalf. The Agency reserves the right to require complete, certified copies of all Memorandums of Coverage at any time.

**6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated herein.

**6.4.5 Variation.** During the term of this agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

**6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

**6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

**6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

## **Section 7. Legal Requirements.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

**7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

**Section 8. Keeping and Status of Records.**

- 8.1 Records Created as Part of RGS's Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this

Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

**8.3 RGS's Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**8.4 Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may be amended or modified only by written Agreement signed by both Parties.

**Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. Governing Law/Attorneys' Fees.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Luis Obispo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and

making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 15. Employment Offers to Our Staff.** Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to the AGENCY or has provided RGS services to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 16. Entire Agreement.** This Agreement, including the Exhibits, comprises the entire Agreement.

**Section 17. Indemnification.**

**17.1 RGS' indemnity obligations.** RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("**Indemnitees**") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, omission or willful misconduct. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Further, RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or cause of action arising from a finding or assertion that as a result of providing services to Agency, an RGS employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by the Social Security Retirement System, the California Public Employee Retirement System, or any other defined benefit retirement system. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Under this obligation, Agency further agrees that it shall fully cooperate with RGS in defending against any finding or assertion that an RGS employee is an employee of Agency and required to be enrolled in a defined benefit retirement system. Further, Agency shall notify RGS within five (5) working days of receipt of any notice requiring Agency to submit to an examination of any kind related to the

status of an RGS employee and his/her relationship with Agency.

**17.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of them temporarily staffing a position with Agency, or solely because of a duty any of them performs while temporarily staffing that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid addressed as follows:

Agency: City of Arroyo Grande  
300 E Branch Street  
Arroyo Grande, CA 93420

RGS: Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email:contracts@rgs.ca.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: \_\_\_\_\_, 2016 **Agency**

By: \_\_\_\_\_  
Jim Hill, Mayor

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2016 By: \_\_\_\_\_  
Heather K. Whitham, City Attorney

DATED: \_\_\_\_\_, 2016 **Regional Government Services Authority**

By: \_\_\_\_\_  
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2016 By: \_\_\_\_\_  
Sky Woodruff, Authority Counsel

## **Exhibit A**

### **Compensation.**

1. **Fees.** The Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Employment Cost Index (total compensation - not seasonally adjusted) for state and local government workers ("ECI") from March of the prior year to March of the current year. Irrespective of the movement of the ECI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the ECI from March of the prior year to March of the current year.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

**Payment Address.** All payments due RGS shall be paid to:  
Regional Government Services Authority  
PO Box 1350  
Carmel Valley, CA 93924

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

## AGENCY CONTACTS

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Debbie Malicoat	<a href="mailto:dmalicoat@arroyograde.org">dmalicoat@arroyograde.org</a>

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
Debbie Malicoat	City of Arroyo Grande 300 E Branch Street Arroyo Grande, CA 93420

## RGS STAFF

CLASSIFICATION	HOURLY RATE*
Interim City Manager	\$125

\*The Hourly Rate does not include direct external costs which will be invoiced to the Agency with no markup.

***Agency shall pay housing allowance of \$1,700 per month. This is in addition to the hourly rate paid for Interim City Manager Services.***

## **Exhibit B**

**Scope of Services.** RGS shall assign an RGS employee to perform the functions as described below:

- Perform the functions of Interim City Manager as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
  - ***The Interim City Manager will work an average of 32 hours per week.***
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Perform related work as required.

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## **ACTION MINUTES**

**REGULAR MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY TO THE DISSOLVED  
ARROYO GRANDE REDEVELOPMENT AGENCY/HOUSING SUCCESSOR TO THE  
DISSOLVED REDEVELOPMENT AGENCY  
TUESDAY, JULY 26, 2016  
COUNCIL CHAMBERS, 215 EAST BRANCH STREET  
ARROYO GRANDE, CALIFORNIA**

### **1. CALL TO ORDER**

Mayor Hill called the Regular City Council Meeting to order at 6:00 p.m.

### **2. ROLL CALL**

City Council: Council Members Jim Guthrie, Tim Brown, Kristen Barneich, Mayor Pro Tem Barbara Harmon and Mayor Jim Hill were present.

Staff Present: Acting City Manager/Public Works Director Geoff English, City Attorney Heather Whitham, Director of Legislative and Information Services/City Clerk Kelly Wetmore, Director of Administrative Services Debbie Malicoat, Community Development Director Teresa McClish, Police Chief Steven Annibali, and Associate Planner Kelly Heffernon.

### **3. MOMENT OF REFLECTION**

Mayor Hill requested a moment of reflection in honor of the victims of terrorist activities around the world.

### **4. FLAG SALUTE**

Terry Orton, representing Arroyo Grande Lions Club, led the Flag Salute.

### **5. AGENDA REVIEW**

#### **5.a. Closed Session Announcements.**

None.

#### **5.b. Ordinances Read in Title Only.**

Council Member Brown moved, Council Member Barneich seconded, and the motion passed unanimously that all ordinances presented at the meeting shall be read by title only and all further readings be waived.

### **6. SPECIAL PRESENTATIONS**

#### **6.a. Presentation by South San Luis Obispo County Sanitation District.**

Gerhardt Hubner, District Administrator, South San Luis Obispo County Sanitation District, presented an update on the District which included an overview of current staffing, significant projects underway, implementation of reforms identified in the 2016 Knudson report, the Redundancy Project, renewal of its operating permit, and provided an update on the litigation related to the 2010 spill. Mr. Gerhardt responded to questions from Council regarding the Redundancy Project, the permit renewal process, costs, and timing for approval, and the Cherry Avenue Sewer Bridge Project.

**6.b. Honorary Proclamation Supporting Relay for Life Event on August 6-7, 2016.**

Mayor Hill presented the Proclamation in support of the Five Cities Relay for Life Event on August 6-7, 2016. Brian Welch, student, accepted the Proclamation.

**6.c. Honorary Proclamation Declaring July as “Parks Make Life Better” Month.**

Mayor Hill presented the Proclamation declaring July 2016 as “Parks Make Life Better” Month. Director of Recreation Services Rogers accepted the Proclamation and invited the community to come out and support the City’s parks and recreation programs.

**7. CITIZENS’ INPUT, COMMENTS, AND SUGGESTIONS**

Mayor Hill invited public comment. Speaking from the public were Caren Ray, Arroyo Grande, regarding the process for hiring a new City Manager, recommended that the Council send representatives from the City to wherever the candidate is from to interview people who worked with that person, commented on the public sector recruitment process, and urged the Council to adopt a process that includes multiple stakeholders on the interview panels such as directors and members of the community; and Shirley Gibson, Halcyon, shared local history regarding early Arroyo Grande undertakers.

**8. ACTING CITY MANAGER REPORT:**

Acting City Manager English noted that the City received a grant for a Storm Water Resource Plan; announced the Car Cruise and Car Sho to be held on July 29<sup>th</sup> and 30<sup>th</sup>; announced there will be a Strawberry Festival follow up workshop held on August 11<sup>th</sup>; reported that Five Cities Fire Authority sent the Office of Emergency Services (OES) Engine and strike team to the Sand Fire; noted capital projects that are currently underway, including Le Point Area Water Main, South Alpine Waterline Improvement and Oak Park Rehabilitation; announced that the Sidewalk Replacement Project will be starting on Monday, August 1<sup>st</sup>; provided a status report on items recently considered by the Planning Commission, Traffic Commission, Architectural Review Committee, and Historic Resources Committee; and announced that the nomination period for the November 8, 2016 election is open and information relating to the election can be found on the City’s website.

**9. CONSENT AGENDA**

Mayor Hill requested that Item 9.n. be pulled.

In response to a question by Mayor Pro Tem Harmon regarding Item 9.m. (Temporary Use Permit for Car Sho) as it relates to monitoring the load limits on the Swinging Bridge, Director English explained that load limit signs are currently posted at the Bridge and that during special events, monitors are required to be in place to ensure that load limits are not exceeded.

Mayor Hill invited public comment. Speaking from the public was Patty Welsh, Arroyo Grande, regarding Item 9.h. (Monthly Water Supply and Demand Update) noting a discrepancy between the Analysis and the projection graphs as it relates to the acre feet of water in Lopez Lake and would like to know how much water there really is; commented on the possibility of the Lake going dry and water demand going up, and urged the Council to consider a building moratorium.

**Action:** Council Member Guthrie moved, and Council Member Harmon seconded the motion to approve Consent Agenda Items 9.a. through 9.m., with the recommended courses of action. The motion passed on the following roll-call vote:

**AYES:** Guthrie, Harmon, Brown, Barneich, Hill

**NOES:** None

**ABSENT:** None

**9.a. Consideration of Cash Disbursement Ratification.**

**Recommended Action:** Ratified the listing of cash disbursements for the period June 16, 2016 through July 15, 2016.

**9.b. Consideration of a Resolution Establishing a Job Description and Salary Range for the Police Trainee Position.**

**Recommended Action:** Adopted a Resolution entitled ***“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ESTABLISHING A JOB DESCRIPTION AND SALARY RANGE FOR THE POLICE TRAINEE POSITION”***.

**9.c. Consideration of Consultant Agreements for Real Estate Services. [SUCCESSOR AGENCY]**

**Recommended Action:** As recommended by the Oversight Board, 1) Entered into an Agreement for Consultant Services with Lee & Associates to provide real estate agent services for the disposal of the Faeh Avenue property with a list price of \$950,000; 2) Entered into an Agreement for Consultant Services with Triad Real Estate Group to provide real estate agent services for the disposal of the Pearwood Avenue property with a list price of \$750,000; and 3) Authorized the City Manager to execute all associated documents.

**9.d. Consideration of Second Amendment to Amended and Restated Solid Waste Collection Franchise Agreement with South County Sanitary Service, Inc.**

**Recommended Action:** Approved the Second Amendment to the City's Franchise Agreement for solid waste collection.

**9.e. Consideration of Approval of Minutes.**

**Recommended Action:** Approved the minutes of the Special City Council Meeting of June 13, 2016, the Special and Regular City Council Meetings of June 14, 2016, the Special City Council Meeting of June 21, 2016, the Regular City Council Meeting of June 28, 2016, and the Special City Council Meeting of July 18, 2016, as submitted.

**9.f. Consideration of Contract for Animal Care and Control Services.**

**Recommended Action:** Approved the Contract for Animal Care and Control Services with the County of San Luis Obispo not to exceed the first year amount of \$79,285 and authorize the Mayor to execute the Agreement.

**9.g. Consideration to Declare Surplus Property/Duty Weapons-Firearms and Authorize Purchase of Replacements.**

**Recommended Action:** Adopted a Resolution entitled ***“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE DECLARING ITEMS AS SURPLUS, AUTHORIZING THEIR SALE/TRADE AND AUTHORIZE THE PURCHASE OF REPLACEMENTS”***.

**9.h. Monthly Water Supply and Demand Update.**

**Recommended Action:** Received and reviewed the Monthly Water Supply and Demand Report.

- 9.i. **Annual Report for the 2015 Northern Cities Management Area.**  
**Recommended Action:** Received and filed the 2015 Northern Cities Management Area Annual Report.
- 9.j. **Consideration of Lot Line Adjustment 16-001; Location - 1271 James Way (APNs 007-771-053, 062 and 076); Applicant – Russ Sheppel; Representative – Tim Crawford, Axis Engineering Group.**  
**Recommended Action:** Adopted a Resolution entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING LOT LINE ADJUSTMENT 16-001 LOCATED AT 1271 JAMES WAY**”.
- 9.k. **Consideration of Approval of an Amendment to an Agreement for Consultant Services with Quincy Engineering for Swinging Bridge Evaluation.**  
**Recommended Action:** Approved and authorized the Mayor to execute Amendment No. 1 to the Consultant Services Agreement with Quincy Engineering, Inc. for Phase 2 of the Swinging Bridge Evaluation for an amount not to exceed \$55,000.
- 9.l. **Consideration of Approval of an Amendment to an Agreement for Consultant Services with Wood Rodgers for the Brisco Interchange Project and Closure Status Update.**  
**Recommended Action:** Approved and authorized the Mayor to execute Amendment No. 13 to the Consultant Services Agreement with Wood Rodgers, Inc. for Brisco Interchange Project for an amount not to exceed \$13,000.
- 9.m. **Consideration of Amendment to Temporary Use Permit Case No. 16-004; Use of City Property for the 27<sup>th</sup> Annual Arroyo Valley Car Club Sunset Cruise on July 29, 2016 and Car Sho on July 30, 2016.**  
**Recommended Action:** Adopted a Resolution entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING TEMPORARY USE PERMIT 16-004 TO ALLOW THE ADDITIONAL CLOSURE OF OLOHAN ALLEY FROM SHORT STREET TO MASON STREET FOR THE 27<sup>TH</sup> ANNUAL CAR SHO ON JULY 30, 2016**”.

**ITEM PULLED FROM THE CONSENT AGENDA**

- 9.n. **Consideration of Amendment to Temporary Use Permit Case No. 16-005; Use of City Property for a Beer and Food Festival on Saturday, October 15, 2016; Location: Heritage Square Park; Applicant – Arroyo Grande Village Improvement Association; Representative – Bob Lund.**  
**Recommended Action:** Adopt a Resolution Amending Temporary Use Permit 16-005 to Modify the Event Date for the Use of City Property for a Beer and Food Festival to Saturday, October 15, 2016.

Mayor Hill expressed concern that the event is not a family friendly event for the Village.

**Action:** Council Member Brown moved, and Council Member Guthrie seconded the motion to adopt a Resolution entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING TEMPORARY USE PERMIT 16-005 TO MODIFY THE EVENT DATE FOR THE USE OF CITY PROPERTY FOR A BEER AND FOOD FESTIVAL TO SATURDAY, OCTOBER 15, 2016**”. The motion passed on the following roll-call vote:

**AYES:** Brown, Guthrie, Barneich, Harmon  
**NOES:** Hill  
**ABSENT:** None

**10. PUBLIC HEARINGS**

None.

**11. OLD BUSINESS**

None.

**12. NEW BUSINESS**

**12.a. Consideration of Pre-Application No. 16-003 Regarding Agriculture Land Conversion Mitigation; Location – East Cherry Avenue; Applicant – Arroyo Grande Valley Japanese Welfare Association (AGVJWA).**

Community Development Director McClish provided introductory comments. Associate Planner Heffernon presented the staff report and recommended the Council provide the applicant with preliminary comments regarding whether specified uses on the subject property would satisfy agricultural conversion mitigation requirements given the historical use of the property.

Margaret Ikeda, Gary Kobara, and Vard Ikeda representing AGVJWA, requested the Council consider whether continued uses on the site could be considered as sufficient mitigation; noted that there has never been farming on the property; presented the history and purpose of the AGVJWA including a timeline of uses on the site; provided an overview of the zone changes that have occurred on the site; requested that no land mitigation be necessary for Subarea 3; and stated that the project would be an opportunity to give back to the community and create a public amenity for the City.

Staff and the applicant representatives responded to questions from Council. John Rickenbach, planning and environmental consultant, answered questions regarding the Specific Plan, zoning, and the environmental impact report. In response to additional questions from Council, Ms. Ikeda provided an overview of the proposed project for the property.

Mayor Hill invited public comment. Speaking from the public were: Patty Welsh, referring to the valuable history of the site and the importance of retaining that history in the City; Paul Quinlan, Arroyo Grande, also referred to the history of the site and spoke in support of the applicant's proposal to keep the Japanese American history alive; Julie London, Arroyo Grande, stated she is a neighbor to the property, the project would be an asset to the neighborhood, and said she could envision school field trips to learn Japanese American history; and Shirley Gibson, Bennett Loomis Archives, spoke in support of Arroyo Grande remaining a small town and retaining local history, stated the proposed project is a continuation of the historic use of the property, expressed a desire to protect local history, and agreed that there should not be any mitigation required for this project.

Council Member Brown stated that his concerns are not project driven and that he likes the proposed project; commented on previous zone changes; stated that his issue has to do with prime alluvial soil; stated this would have been the first project that the City could have had

overall mitigation for the parcel; stated that the General Plan requires mitigation; stated that the City should treat every applicant equally; expressed concern that future generations would want to increase density on the site; and stated if the land use is changed in the future, that mitigation requirements be revisited before the next project is brought forward.

Council Member Guthrie commented on previous zone changes on the property; stated that policy requires mitigation but that variances have been considered in the past, that this project warrants an exemption; and stated he could support pushing mitigation down the road as a compromise by placing a deed restriction on the property that requires mitigation if the land use changes in the future.

Council Member Barneich commented that the proposed zone change for the property is appropriate and the mitigation is how the property is proposed to be developed and used; and stated that the proposed use of the property honors agricultural and Japanese history.

Mayor Pro Tem Harmon commented that the property is unique in that it has never been farmed; could not support a deed restriction being placed on the property; noted the historic nature of the property and the perfect opportunity to expand the cultural diversity in the community for generations to come; stated that policies are set as guidelines and provide for flexibility; stated the proposed project would be an asset to the adjacent property, and commented that the change in zoning from Agricultural to Village Mixed Use is appropriate.

Mayor Hill noted the uniqueness of the property in history and use; commented on the zoning; stated that the Specific Plan zoning provides adequate protection going forward and permits the project to go forward; stated this is one of the best projects he has seen for the site; that the variance poses a general benefit to community; preserving the history of the people is purposeful; he does not believe mitigation should be imposed, and could support using the development of this parcel as proposed without further mitigation.

No formal action was taken on this item.

*Mayor Hill called for a break at 8:10 p.m. The Council reconvened at 8:20 p.m.*

**12.b. Consideration of Adoption of Resolutions and Agreements Consenting to the Inclusion of Properties Within the Incorporated Area of the City of Arroyo Grande to Participate in Property Assessed Clean Energy (PACE) Programs.**

Associate Planner Heffernon presented the staff report and recommended the Council: 1) Adopt a Resolution approving an amendment to the Western Riverside Council of Governments (WRCOG) Joint Powers Agreement (JPA) to add the City as an Associate Member in order to authorize the City's participation in the California Home Energy Renovation Opportunity (HERO) Program; and 2) Adopt a Resolution to join the California Home Finance Authority (CHFA) JPA as an Associate Member in order to authorize the City's participation in the CHFA SB 555 Community Facilities District (Ygrene Program); and 3) Adopt a Resolution to join the California Home Finance Authority (CHFA) JPA as an Associate Member in order to authorize the City's participation in the CHFA AB811 Authority PACE Program (Ygrene Program).

Dustin Reilich, Director of Municipal Development for Renovate America, spoke about the HERO and PACE Programs and responded to questions from Council.

Emily Goodwin, Regional Manager, District Development at Ygrene Energy Fund, responded to questions from Council regarding the YGrene Program.

Mayor Hill invited public comment. Speaking from the public was LeAnn Akins, Arroyo Grande, who expressed concerns that prevailing wage is not part of the discussion.

**Action:** Council Member Guthrie moved to adopt a Resolution entitled: **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO”**. Council Member Barneich seconded, and the motion failed on the following roll-call vote:

**AYES:** Guthrie, Barneich  
**NOES:** Brown, Harmon, Hill  
**ABSENT:** None

**Action:** Council Member Barneich moved to adopt a Resolution entitled: **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE, CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO”** and **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO”**. Council Member Guthrie seconded, and the motion failed on the following roll-call vote:

**AYES:** Barneich, Guthrie  
**NOES:** Brown, Harmon, Hill  
**ABSENT:** None

### **13. CITY COUNCIL REPORTS**

The Mayor and Council Members provided brief reports from the following committee, commission, board, or other subcommittee meetings that they attended as the City’s appointed representative.

- (a) **MAYOR HILL:**
  - (1) South San Luis Obispo County Sanitation District (SSLOCSD). (Alternate attended)
  - (2) Brisco/Halcyon Interchange Subcommittee
  - (3) Oversight Board to the Successor Agency to the Dissolved Arroyo Grande Redevelopment Agency
  - (4) California Joint Powers Insurance Authority (CJPIA)
  
- (b) **MAYOR PRO TEM HARMON:**
  - (1) County Water Resources Advisory Committee (WRAC)
  - (2) Air Pollution Control District (APCD)
  - (3) Five Cities Fire Authority (FCFA)
  
- (c) **COUNCIL MEMBER GUTHRIE:**
  - (1) San Luis Obispo Council of Governments/Regional Transit Authority (SLOCOG/RTA)
  - (2) South County Transit (SCT)
  - (3) Tourism Committee
  - (4) Brisco/Halcyon Interchange Subcommittee
  - (5) Economic Vitality Corporation (Attended as Alternate)
  - (6) Attended the July AGTBID meeting
  
- (d) **COUNCIL MEMBER BROWN:**
  - (1) Integrated Waste Management Authority Board (IWMA)
  - (2) Economic Vitality Corporation (EVC)
  - (3) South San Luis Obispo County Sanitation District (SSLOCSD). (Attended as the Alternate.)
  
- (e) **COUNCIL MEMBER BARNEICH:**
  - (1) Zone 3 Water Advisory Board
  - (2) Homeless Services Oversight Council (HSOC)

**14. COUNCIL COMMUNICATIONS**

None.

**15. CLOSED SESSION**

At 9:40 p.m., City Attorney Heather Whitham announced the City Council would adjourn to closed session to consider the following items:

- a) **CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54957.6:**  
Agency Designated Representative: Karen Sisko, Human Resources Manager  
Represented Employees: Arroyo Grande Police Officers' Association (AGPOA)
  
- b) **PUBLIC EMPLOYEE APPOINTMENT** pursuant to Government Code Section 54957:  
Title: Interim City Manager

- c) **CONFERENCE WITH LABOR NEGOTIATOR** pursuant to Government Code Section 54957.6:  
Agency designated representative: Geoff English, Acting City Manager  
Unrepresented employee: Interim City Manager

Mayor Hill invited public comment prior to the closed session. No public comments were received.

Adjourned to closed session.

**16. RECONVENE TO OPEN SESSION:**

Mayor Hill reconvened the meeting to open session at 10:38 p.m. City Attorney Whitham made the following announcements:

- a) The City Council provided direction to the City's Agency representative with regard to the Arroyo Grande Police Officers' Association negotiations.
- b) & c) The City Council provided direction to the City's Acting City Manager regarding the appointment of an Interim City Manager.

**17. ADJOURNMENT**

Mayor Hill adjourned the meeting at 10:40 p.m.

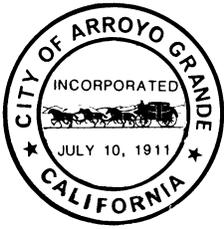
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**Jim Hill, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Wetmore, City Clerk**

**(Approved at CC Mtg \_\_\_\_\_)**

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## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** KELLY WETMORE, DIRECTOR OF LEGISLATIVE AND INFORMATION SERVICES/CITY CLERK

**SUBJECT:** APPROVAL OF AMENDED MINUTES OF THE JULY 18, 2016 SPECIAL CITY COUNCIL MEETING (CITY COUNCIL GOALS WORKSHOP)

**DATE:** AUGUST 9, 2016

### **RECOMMENDATION:**

It is recommended the City Council approve the minutes of the July 18, 2016 Special Meeting, as amended, to reflect the correct list of City Council Goals for Fiscal Year 2016-17 as developed by the City Council during the goal setting workshop.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

There is no impact to financial or personnel resources.

### **BACKGROUND:**

On July 18, 2016, the City Council conducted the second of a two part City Council goal setting workshop. At the public workshop, the City Council reviewed a number of goals and worked with facilitator Don Maruska to craft a final list of goals to include a descriptive title with a more detailed description.

### **ANALYSIS OF ISSUES:**

When preparing the July 18, 2016 workshop minutes, a preliminary list of goals was inadvertently inserted into the draft minutes. The minutes have been amended to include the correct list of City Council Goals for FY 2016-17 agreed to by the Council, and are reflected on page 2 of the attached amended minutes.

### **ADVANTAGES:**

Approval of the amended City Council minutes will reflect an accurate record which provides the final list of goals developed by the Council at the conclusion of the goal setting workshop.

### **DISADVANTAGES:**

No disadvantages have been identified.

**CITY COUNCIL  
APPROVAL OF THE MINUTES OF THE JULY 18, 2016 SPECIAL CITY COUNCIL  
MEETING (CITY COUNCIL GOALS WORKSHOP), AS AMENDED  
AUGUST 9, 2016  
PAGE 2**

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, August 4, 2016. The Agenda and report were posted on the City's website on Friday, August 5, 2016. No public comments were received.

## **AMENDED MINUTES**

### **SPECIAL MEETING OF THE CITY COUNCIL “CITY COUNCIL GOAL SETTING WORKSHOP” MONDAY, JULY 18, 2016**

**ARROYO GRANDE WOMAN’S CLUB AND COMMUNITY CENTER  
211 VERNON STREET  
ARROYO GRANDE, CALIFORNIA**

#### **1. CALL TO ORDER**

Mayor Hill called the Special City Council Meeting to order at 6:00 p.m.

#### **2. ROLL CALL**

Council Members Jim Guthrie, Tim Brown, Kristen Barneich, Mayor Pro Tem Barbara Harmon, and Mayor Jim Hill were present.

Acting City Manager Geoff English, Director of Legislative and Information Services/City Clerk Kelly Wetmore, Director of Administrative Services Debbie Malicoat, Director of Community Development Teresa McClish, Director of Recreation Services John Rogers, Chief of Police Steve Annibali, and Five Cities Fire Authority Fire Chief Steve Lieberman were also present.

#### **3. FLAG SALUTE**

Mayor Hill led the Flag Salute.

#### **4. CITIZENS’ INPUT, COMMENTS, AND SUGGESTIONS**

Mayor Hill invited public comment. Speaking from the public were Colleen Martin, who commented on the City’s current water bill and the need to better communicate to customers to provide clear content and explanations and that the City’s water bill program needs to be reviewed; Patty Welsh, referred to the water shortage, the importance of communicating to residents and businesses about water usage do’s and don’ts, and explaining how fines are assessed; and LeAnn Akins, commented on parking in the City overall, expressed concern about the lack of parking, and asked that the Council look seriously at how decisions are made with regard to projects that are put forth to the City, and she also requested the Council set a goal for a “Buy Local” campaign.

#### **5. CITY COUNCIL GOAL SETTING WORKSHOP**

Mayor Hill introduced the facilitator, Don Maruska, who described the goal setting process, explained that the Council has already adopted a budget for Fiscal Year 2016-17, and explained that the objective of the workshop would be to identify an achievable set of major goals for Fiscal Year 16-17. He explained that each Council Member had submitted a list of their goals that are critical to get done over the next 12 months, and that they had been consolidated into a list to aid Council discussion. The goals were organized into categories by topic and arranged by the number of submittals in the topics, which include Financial Sustainability, General Government, Transportation, Water, Development Processes and Policies, Public Safety, Economic Development and Vitality, and Capital Projects/Other. Acting City Manager English also referred to the City’s Critical Needs Action Plan as a reference, thanked staff who helped put the workshop together, and noted that the outcome of tonight’s workshop would be presented at a future City Council meeting for formal approval. Mr. Maruska noted that if there were major, long-term initiatives identified in the goals, that the Council would be asked to identify what portions of the goal could be accomplished over the next 12 months in order to make progress toward completion of the goal.

**Minutes of City Council Special Meeting**  
**City Council Goal Setting Workshop**  
**July 18, 2016**  
**Page 2**

Council proceeded to review, discuss, and modify the list of proposed goals.

Mayor Hill called for a break at 8:15 p.m. The Council reconvened at 8:30 p.m.

Mayor Hill invited additional public comment. Speaking from the public were Patty Welsh, who referred to the current water shortage and suggested the Council consider implement a building moratorium; and LeAnn Akins, commented that it was also important to identify actions to support the goals, and to continue to seek public input on the goals.

Council and staff discussion ensued regarding the proposed list of goals; staff time relating to homelessness issues; staff time relating to the preparation of various studies, including the parking study and whether or not a consultant should be utilized in order to complete this specific goal.

Following Council comments, the following list of goals for Fiscal Year 2016-17 was compiled. Acting City Manager English noted the goals would be put into a report for action at the City Council meeting of August 9, 2016.

- **Support City infrastructure:** Complete asset replacement schedules for City infrastructure including buildings, drainage facilities, parks, vehicles, sidewalks, fire, and information technology and identify funding options.
- ~~Improve cost-recovery on services: Complete user fee study.~~
- ~~Promote efficient service delivery: Identify (a) development-related services and fair fee recovery and (b) major services and projects, including staff time, to understand full costs and tradeoffs.~~
- **Retain and attract employees:** Complete a comparison study of all departments: salaries, benefits and job descriptions. If there is a measurable way to establish service levels, i.e. crime rate adjusted for demographics, we should include it.
- **Make decision about Brisco ramp:** Complete environmental analysis and decision about overall project and address issues regarding Brisco ramp temporary closure.
- ~~Address traffic concerns: Complete Circulation Element.~~
- **Increase water security:** Continue implementation of Water Shortage Contingency Plan while focusing upon local and regional water recycling efforts and committing to desired project(s).
- **Enhance parking:** Complete Parking Study with consultant support and review and modify policies.
- **Maintain cost-effective fire service:** Finish FCFA Strategic Study, return to Council for review and prioritization, including incorporation into City budget.
- **Improve financial sustainability through economic development:** Complete Economic Strategic Plan, with particular attention to business retention, targeted opportunities, and realistic projections of revenue impacts.

**7. ADJOURNMENT**

Mayor Hill provided closing comments and adjourned the special meeting at 9:15 p.m.

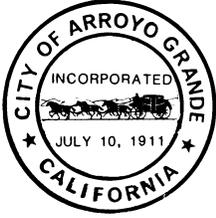
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**Jim Hill, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kelly Wetmore, City Clerk**

(Approved at CC Mtg \_\_\_\_\_)

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, ACTING CITY MANAGER**

**SUBJECT: CONSIDERATION OF APPROVAL OF CITY COUNCIL GOALS FOR FY 2016/17**

**DATE: AUGUST 9, 2016**

### **RECOMMENDATION:**

It is recommended the Council approve the City Council Goals prepared for FY 2016/17.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

A majority of the costs to implement these goals were included in the FY 2016/17 budget. The cost to secure the services of the facilitator, Don Maruska was \$5,000.00.

### **BACKGROUND:**

In 2010, the City Council approved the City's Critical Needs Action Plan. These goals provided City staff with guidance and direction for budget preparation and the policy development to achieve these City Council established priorities. Since 2010, the Critical Needs Action Plan has been periodically modified as goals were achieved and priorities changed.

Most recently, on June 9, 2015, the City Council modified the Critical Needs Action Plan as follows during the development and adoption of the Fiscal Year 2015/16 and 2016/17 biennial budget:

- Refocused comprehensive Economic Development Plan
- Complete design and approval of the Brisco Road Interchange project
- Fully fund and construct the pavement management program to establish and maintain a schedule of improving all streets in the City on a 7-year cycle
- Continue an escalated sidewalk repair program
- Address the Recreation Services Department's facility needs
- Implement recommendations to address the City's water needs through a combination of conservation measures, potential recycling efforts and additional water supply sources that may become available
- Prepare asset replacement schedules for all City infrastructure including buildings, drainage facilities, parks, vehicles, information technology and other infrastructure

**CITY COUNCIL  
DRAFT CITY COUNCIL GOALS  
AUGUST 9, 2016  
PAGE 2**

- Develop a long range financial plan with a focus on ensuring operational effectiveness and revenue generation opportunities to help ensure long term fiscal sustainability

On June 13, 2016, the City Council conducted the first of a two part City Council Goal Setting session, during which the City Council heard presentations from all of the City Departments. On July 18, 2016, the City Council conducted a follow-up Goal Setting Workshop at the City of Arroyo Grande Woman's Club and Community Center.

**ANALYSIS OF ISSUES:**

Goal setting is a common practice for municipal agencies and is often completed with the assistance of a facilitator and often in conjunction with budget development. In this particular case, the City Council has initiated a goal setting process in advance of the 2017/18 and 2018/19 budget process that will allow staff to use these goals as a guide for budget development. The process for the establishment of the current goals was described by facilitator Don Maruska during the June 13, 2016 workshop.

The individual Council members were asked to submit seven goals which were then co-mingled into one document that was distributed as part of the agenda packet for the July 18, 2016 Goal Setting Workshop (Attachment 1). At this public workshop, the City Council accepted public comment and worked closely with Don Maruska to craft eight (8) revised goals. The goals were crafted to include a descriptive title with a more detailed description. Below are the City Council Goals which were drafted and which to a large extent incorporate most of the items listed in the previous Critical Needs Action Plan:

**FINAL CITY COUNCIL GOALS – 2016**

(Prepared at the Goal Setting Workshop on July 18, 2016)

**Support City infrastructure:** Complete asset replacement schedules for City infrastructure including buildings, drainage facilities, parks, vehicles, sidewalks, fire, and information technology and identify funding options.

**Improve cost-recovery on services:** Complete user fee study.

**Retain and attract employees:** Complete a comparison study of all departments: salaries, benefits and job descriptions. If there is a measurable way to establish service levels, e.g. crime rate adjusted for demographics, we should include it.

**Make decision about Brisco ramp:** Complete environmental analysis and decision about overall project and address issues regarding Brisco ramp temporary closure.

**Increase water security:** Continue implementation of Water Shortage Contingency Plan while focusing upon local and regional water recycling efforts and committing to desired project(s).

**Enhance parking:** Complete Parking Study with consultant support and review and modify policies.

**CITY COUNCIL  
DRAFT CITY COUNCIL GOALS  
AUGUST 9, 2016  
PAGE 3**

**Maintain cost-effective fire service:** Finish Five Cities Fire Authority Strategic Study, return to Council for review and prioritization, including incorporation into City budget.

**Improve financial sustainability through economic development:** Complete Economic Strategic Plan, with particular attention to business retention, targeted opportunities, and realistic projections of revenue impacts.

Staff commented at the July 18, 2016 workshop that the goals are realistic and achievable within the current budget framework and is recommending that the City Council approve the City Council Goals prepared for FY 2016/17. If approved by the City Council, the goals will be printed in large print format and mounted in the Council Chambers (Attachment 2).

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

1. Approve the City Council goals as developed;
2. Make changes to the draft City Council goals as appropriate and approve; or
3. Provide direction to staff.

**ADVANTAGES:**

The early establishment of City Council goals will assist in the development of the next City budget and provide focus for the City's work plan and efforts during the current budget cycle.

**DISADVANTAGES:**

Current workloads and limited staffing levels will make it challenging to achieve the goals within the expected time frames if there are any additional demands or projects assigned to staff.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The agenda was posted in front of City Hall on Thursday, August 4, 2016 and the agenda and staff report were posted on the of City's website on Friday, August 5, 2016.

**ATTACHMENTS:**

1. Goals submitted by Council
2. Goals for FY 2016/17

# CITY COUNCIL SUGGESTIONS for CITY GOALS

---

The following consolidates the 2016-17 City Goal submittals from the Mayor and Council Members. In order to aid Council discussion, staff organized the suggestions verbatim into categories by topic and arranged the topics in order of magnitude by number of submittals in the topics. As several goals were a combination of different topics, we tried to place them in the most logical topic area.

We provide the information formatted as a working document in large font so that what you see on the page is what you will be viewing on the screen during the Goal-Setting Workshop on Monday, July 18, 2016.

# Financial Sustainability

---

- New reserve policy, with an emergency reserve plus a working reserve that is not budgeted but would be available if there is an economic downturn or a significant unanticipated expense. Kind of like a rainy day fund.
- Complete asset replacement schedules for all city infrastructure including buildings, drainage facilities, parks, vehicles, and information technology.
- Finish asset replacement Report (roads and sidewalks, recreation facility report).
- Identify and create set aside funds for infrastructure, repair, maintenance and asset replacements i.e. fire authority apparatus, technology and equipment.

- Asset replacement fund including Fire Dept.
- Complete economic development, revenue generation, and financial sustainability plans.
- Create implementation plan for economic development, revenue generation, and financial sustainability plans.
- Balanced budget policy.

# General Government

---

- Evaluate the cost of City programs and services – perform a cost service analysis.
- Working toward these important goals while at the same time being sure we preserve our small town character and quality of life.
- Maintain high quality, cost effective services PW/Rec/Admin.

## Objectives:

- Set asides for maintenance of public facilities and infrastructure
  - Payment plan for PERS, OPEB
  - Minimize consultant contracts
- 
- Comp study all departments: salaries, benefits and job descriptions. If there is a measurable way to establish service levels, i.e. crime rate adjusted for demographics, we should include it.

- Comp study in order to retain and attract employees.
- City Council retreat and team building workshop.

# Transportation

---

- Maintain Brisco ramp temporary closure and construction funding allocation, consider alternatives.

## Objectives:

- Extend temporary closure in parallel with extended delays in project funding
  - Use funding delay period to consider additional options, e.g., off ramp only; widening underpass
- 
- Complete Brisco process (environmental, funding strategy and decision)
- 
- Traffic solutions for addressing increase traffic.
- 
- Finish Brisco Road Interchange.

# Water

---

- Provide reliable, economical, long term water supply.

## Objectives:

- Work with Northern Cities Management Area partners and South San Luis Obispo County Sanitation District to initiate full advanced treatment recycling
  - Define costs and prerequisites for potential backup sources
- 
- Complete studies for the south county regional recycled water project and provide recommendation; promote and achieve a successful 2016 ballot initiative to allow the consideration of procuring state water.
- 
- Expand our water portfolio.
- 
- Water crisis plan.

# Development Processes and Policies

---

- Simplify and streamline the permitting process and provide predictable, fair, impartial and consistent treatment for development applicants.

## Objectives:

- Provide single point of contact with city
  - Establish comprehensive requirements checklist
  - Plan adequate parking to minimize internal and external impacts
  - Eliminate arbitrary and subjective requirements and enforcement
- 
- Concrete plan to attract attainable/workforce housing to be built.
- 
- Parking Study.
- 
- Revise sign ordinance and parking regulations

# Public Safety

---

- Develop sustainable success path for Five Cities Fire Authority including full cost accounting of all aspects.

## Objectives:

- Direct inclusion in city budget process on city budget schedule (2 year) -OR-
- Separate independent agency

- FCFA strategic and funding plan.
- In addition to the Strategic Plan, compare service levels for FCFA to City of Paso Robles, Atascadero, and Los Osos. For example, available personnel per resident, response time, property damage, negative medical results:

- Fully staff Police Department.

## Objectives:

- Continue to attract highest qualified candidates in market
- Expand promotional opportunities (administrative sergeant)

# Economic Development & Vitality

---

- Significant business attraction, recruitment and retention efforts.

## Objectives:

- Focus areas, e.g., Grand Ave, Halcyon, West Branch
  - Hotel developments
  - Grocery stores
  - Major retail
- 
- Economic Development Plan, focusing heavily on East Grand Avenue.
- 
- True Economic Plan.

## Capital Projects/Other

---

- Complete Council Chamber repairs, Swinging Bridge, and Heritage Square Restrooms.
- Explore the possibility of selling the small park property in Tiger Tail and reallocate it – 50% improving the drainage basin and adding some more useful facilities and 50% to the Elm Street Recreation Center. This property was considered for an affordable housing project with Habitat for Humanity and rejected but it may work better as parkland for park improvements.
- Fund Pavement Management Plan; also put double the money into sidewalk repair.

## City of Arroyo Grande

**(DRAFT) FINAL CITY COUNCIL GOALS – 2016**

Established at Goal Setting Workshop on July 18, 2016

**Support City infrastructure:** Complete asset replacement schedules for City infrastructure including buildings, drainage facilities, parks, vehicles, sidewalks, fire, and information technology and identify funding options.

**Improve cost-recovery on services:** Complete user fee study.

**Retain and attract employees:** Complete a comparison study of all departments: salaries, benefits and job descriptions. If there is a measurable way to establish service levels, e.g. crime rate adjusted for demographics, we should include it.

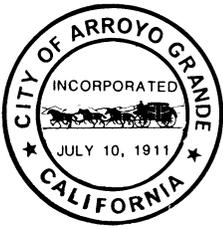
**Make decision about Brisco ramp:** Complete environmental analysis and decision about overall project and address issues regarding Brisco ramp temporary closure.

**Increase water security:** Continue implementation of Water Shortage Contingency Plan while focusing upon local and regional water recycling efforts and committing to desired project(s).

**Enhance parking:** Complete Parking Study with consultant support and review and modify policies.

**Maintain cost-effective fire service:** Finish Five Cities Fire Authority Strategic Study, return to Council for review and prioritization, including incorporation into City budget.

**Improve financial sustainability through economic development:** Complete Economic Strategic Plan, with particular attention to business retention, targeted opportunities, and realistic projections of revenue impacts.



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, DIRECTOR OF PUBLIC WORKS**

**BY: SHANE TAYLOR, UTILITIES MANAGER**

**SUBJECT: AUTHORIZATION TO PURCHASE WATER METERS**

**DATE: AUGUST 9, 2016**

### **RECOMMENDATION:**

It is recommended the City Council approve the purchase of water meters from Aqua Metric in the amount of \$41,000 during FY 2016/17.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The funding for water meters is included in the Water Fund, Account #'s 640-4712-5207 and 640-4712-5611. The installation and repair of water meters is part of the routine operation of the water distribution system.

### **BACKGROUND:**

The City's water distribution system currently has 6,423 metered connections. The Utilities Division budgets annually to purchase water meters for new connections and for replacement of old meters. The meter of choice for the last 40 years has been Sensus.

### **ANALYSIS OF ISSUES:**

The purchasing of water meters and replacement parts has been done in the past by ordering in small quantities as needed throughout the year. Per the City's Purchasing Policies and Procedures Manual, this purchase order is allowed as a sole source procurement because Aqua Metric is the only authorized distributor of Sensus meters (Attachment 2).

The authorization of one blanket purchase order in the amount of \$41,000 will provide an efficient method of purchasing the meters and replacement parts. This will also allow the City to take advantage of freight charge reduction and reduced staff time to process multiple purchase orders throughout the fiscal year.

### **ADVANTAGES:**

A single blanket purchase order will provide the most efficient method of purchasing water meter/parts in Fiscal Year 2016-17.

**CITY COUNCIL  
AUTHORIZATION TO PURCHASE WATER METERS  
AUGUST 9, 2016  
PAGE 2**

**DISADVANTAGES:**

No disadvantages noted at this time.

**ALTERNATIVES:**

The following alternatives are provided for Council consideration:

- Approve a purchase order in the amount of \$41,000;
- Do not approve the purchase order;
- Modify as appropriate and approve staff's recommendation; or
- Provide direction to staff.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, August 4, 2016. The Agenda and staff report were posted on the City's website on Friday, August 5, 2016.

Attachments:

1. Price Quote from Aqua-Metric
2. Letter from Aqua-Metric identifying the company as sole source distributor



Shane Taylor  
City of Arroyo Grande

2016 Pricing

TR/PL Conversion Kit            \$85.00

Accustream

5/8" X 3/4"                            \$143.00

3/4"                                        \$149.00

1"    \$208.00

Omni	R2	T2	C2
1-1/2"	\$480.00	\$876.00	
2"	\$674.00	\$1,039.00	\$1,577.00
3"		\$1,274.00	\$1,995.00
4"			\$3,470.00
6"			\$5,993.00

Terms are net 30 days. Free Shipping with orders greater than \$7,500.00. Quote valid until 12/31/2016.

Laury LeMay  
Account Manager  
951-232-0201



**William J Boyd**  
District Manager  
Western Region

4050 Flat Rock Drive  
Riverside, Ca 92505

T: 909 553-1399  
F: 951 784-5317  
bill.boyd@sensus.com  
www.sensus.com



May 15, 2012

To Whom It May Concern:

Please be advised that Aqua-Metric Sales Company of Riverside, California, is the sole factory authorized representative for all Sensus USA products and services, including the new iPerl and Omni meter systems, in the Southern California and Clark County Nevada geographic areas.

Customers purchasing Sensus products from Aqua-Metric Sales enjoy full factory warranty coverage as well as the ability to draw from local inventory and obtain local service that the factory cannot provide.

In this way, we hope to provide our customers with the best of both worlds: factory support and technical knowledge coupled with local sourcing and timely service.

We at Sensus USA appreciate your continued business. Should you have any questions regarding this or any other matter, please feel free to contact me at any time.

Sincerely,

*William J Boyd*

William J. Boyd  
District Manager  
Sensus USA  
(909) 553-1399



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: TERESA McCLISH, COMMUNITY DEVELOPMENT DIRECTOR**

**BY: MATTHEW DOWNING, PLANNING MANAGER**

**SUBJECT: CONSIDERATION OF STATUS REPORT REGARDING  
DEVELOPMENT CODE AMENDMENT 14-002 REGULATING  
VACATION RENTALS AND HOMESTAYS**

**DATE: AUGUST 9, 2016**

### **RECOMMENDATION:**

It is recommended the City Council receive and file information on the status of Development Code Amendment 14-002, which implemented regulations for the establishment and operation of vacation rentals and homestays within the City.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The City's permitted vacation rentals and homestays have generated approximately \$19,450 in the last year.

There is no impact on financial and personnel resources to receive and file the status of report. Preparation and presentation of the report utilizes approximately four (4) hours of personnel resources.

### **BACKGROUND:**

On June 10, 2014, the City Council adopted Ordinance No. 663 (the "Ordinance") to identify vacation rentals and homestays as permitted uses within residential and commercial zoning districts of the City and forming regulations and permitting requirements to establish the uses (Attachments 1 and 2). The Ordinance went into effect on July 10, 2014. As part of the approval of the Development Code Amendment, the Council requested a status report after one year.

The Council received a one year status report on August 25, 2015. At that time, ten (10) total permits had been approved, including five (5) vacation rental and homestays each. Approval of two (2) of the vacation rentals were appealed to the Planning Commission; however, both appeals were denied due to the uses conforming to the regulations of the Municipal Code. During the first year review,

**CITY COUNCIL  
CONSIDERATION OF STATUS REPORT REGARDING DEVELOPMENT  
CODE AMENDMENT 14-002 REGULATING VACATION RENTALS AND  
HOMESTAYS  
AUGUST 9, 2016  
PAGE 2**

the Council directed staff to continue to monitor implementation of the Ordinance and provide a second report at the conclusion of the second year.

**ANALYSIS OF ISSUES:**

The City currently has fourteen (14) permitted short-term rental operations. This includes seven (7) each of vacation rentals and homestays (Attachment 3). The City is not currently processing any applications for new rentals.

Inquiries regarding the establishment of new rentals have continued to subside over the last year, down to approximately one (1) per month. The low inquiries are also reflected in the reduced number of applications received to establish new rentals, with only four (4) new rentals being approved since the last status report.

Regulation Enforcement

Enforcement of the permit regulations is difficult. At the time of Ordinance adoption, the regulation of these uses was new to many jurisdictions across the country and dealing with violators was even more untested. Enforcement continues to be difficult for the City for several reasons, including:

- Increased enforcement requests Citywide drawing from limited personnel resources;
- Increased number of websites advertising rentals; and
- Limited information available on advertising sites to adequately identify and inform violators.

Based on a cursory review of sites that promote short term rentals, approximately forty (40) illegal rentals are operating without permits. Enforcement of the regulations can be given a higher priority if the Council desires; however, other enforcement priorities may need to be adjusted given the limited availability of Neighborhood Services personnel to perform the enforcement. There are several private operations that can be contracted to monitor rentals, obtain owner information and provide that information to the City to reduce time necessary for enforcement. It is not recommended that these services be sought at this time due to the evolving nature of the short-term rental industry.

Impacts to Rental Housing

A concern has been identified regarding the Ordinance's impact to the City's rental housing market, specifically the establishment of vacation rentals. Vacation rentals require that the property owner not live on the site. Therefore, the residence remains vacant when not being used as a vacation rental. Only seven (7) vacation rentals are currently established so the impact to rental housing is limited. However, due to the constraints of unpermitted rentals

**CITY COUNCIL  
CONSIDERATION OF STATUS REPORT REGARDING DEVELOPMENT  
CODE AMENDMENT 14-002 REGULATING VACATION RENTALS AND  
HOMESTAYS  
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identified above, it is unknown how many of those identified would apply as vacation rentals instead of homestays, where the owner lives within the residence. This unknown combined with comments from vacation rental operators who were considering month-to-month rental of their property and instead wanted to try out the vacation rental industry has preliminarily raised this issue. The number of vacation rentals will be monitored to evaluate any impact to the City's housing supply.

**ALTERNATIVES:**

The following alternatives have been identified for the Council's consideration:

- Receive and file the report as recommended; or
- Provide direction to staff.

**ADVANTAGES:**

The status report responds to Council's desire to remain informed on the implementation of the Ordinance since its adoption.

**DISADVANTAGES:**

None identified by staff.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTICE AND COMMENT:**

The agenda was posted at City Hall on Thursday, August 4, 2016 and the agenda and staff report were posted on the City's website on Friday, August 5, 2016. No public comments were received.

Attachments:

1. Ordinance No. 663
2. Minutes of the May 27, 2014 City Council meeting (introduction of the Ordinance)
3. Map showing distribution of vacation rentals and homestays

## ORDINANCE NO. 663

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING TITLE 16 OF THE ARROYO GRANDE MUNICIPAL CODE REGARDING VACATION RENTALS AND HOMESTAYS**

**WHEREAS**, the City of Arroyo Grande ("City") currently does not regulate vacation rentals or homestays; and

**WHEREAS**, the City does regulate similar transient uses with similar impacts such as bed and breakfast inns; and

**WHEREAS**, the City Council finds that, unless properly regulated, vacation rentals and homestays can result in adverse impacts to adjacent properties; and

**WHEREAS**, the purpose of these regulations is to ensure that vacation rentals and homestays conform to the existing character of the neighborhood in which they are located and do not create an adverse impact on adjacent properties; and

**WHEREAS**, the increasing popularity of vacation rentals and homestays in the City the implementation of appropriate regulations to ensure that impacts are addressed and the character of existing neighborhoods is maintained, while providing an expanded type of lodging facility available within the City; and

**WHEREAS**, it is the purpose of this Ordinance to protect the public health, safety, and welfare within the City by establishing rules and requirements for vacation rentals and homestays; and

**WHEREAS**, after consideration of all testimony and all relevant evidence, the City Council has determined that the following Development Code Amendment findings can be made in an affirmative manner:

- A. The proposed revisions to Title 16 are required to ensure consistency with the objectives, policies and implementation measures of the General Plan, particularly the Land Use Element, and is therefore desirable to implement the provisions of the General Plan.
- B. The proposed revisions to Title 16 will not adversely affect the public health, safety, and welfare or result in an illogical land use pattern.
- C. The proposed revisions are consistent with the purpose and intent of Title 16 and satisfy the intent of Chapter 16.08 of the Municipal Code and provide for internal consistency.
- D. The proposed revisions to Title 16 are exempt under per Sections 15061(b)(3) and 15308 of the California Environmental Quality Act (CEQA) Guidelines.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Arroyo Grande as follows:

**SECTION 1:** The above recitals and findings are true and correct and incorporated herein by this reference.

**SECTION 2:** Arroyo Grande Municipal Code Section 16.52.230 is hereby added as follows:

**SECTION 16.52.230 – VACATION RENTALS**

- A. Purpose and intent. The purpose of these regulations is to ensure that vacation rentals located in the city conform to the existing character of the neighborhood in which they are located and do not create an adverse impact on adjacent properties.
- B. Applicability. Vacation rentals may be permitted only with approval of a minor use permit. Vacation rentals shall comply with the property development standards of the underlying district and the performance standards and special conditions listed in Section 16.52.230.C.
- C. Performance standards and conditions for vacation rentals.
  - 1. Operators of vacation rentals are required to obtain a minor use permit-plot plan review (Section 16.16.080) and a business license.
  - 2. Any proposed vacation rental shall be compatible with the neighborhood in which it is located in terms of landscaping, scale and architectural character. The use shall be harmonious and compatible with the existing uses with the neighborhood
  - 3. All Building Code and Fire Code requirements for the level of occupancy of the vacation rental shall be met.
  - 4. All environmental health regulations shall be met.
  - 5. The operator of the vacation rental shall, at all times while the property is being used as a vacation rental, maintain a contact person/entity within a fifteen (15) minute drive of the property. The contact person or entity must be available via telephone twenty-four (24) hours a day, seven (7) days a week, to respond to complaints regarding the use of the vacation rental. The contact person or entity shall respond, either in person or by return telephone call, with a proposed resolution to the complaint within three (3) hours between 7:00 am and 9:00 pm, and within thirty (30) minutes between 9:00 pm and 7:00 am.

6. The operator of the vacation rental shall annually, at the time of renewal of the business license, notify the Community Development Department of the name, address and telephone number of the contact person required in subsection 16.52.230.C.6.
7. A written notice shall be conspicuously posted inside each vacation rental unit setting forth the name, address and telephone number of the contact person required in subsection 16.52.230.C.6. The notice shall also set forth the address of the vacation rental, the maximum number of occupants permitted to stay overnight in the unit, the maximum number of vehicles allowed to be parked on-site, and the day(s) established for garbage collection. The notice shall also provide the non-emergency number of the Arroyo Grande Police Department.
8. On-site advertising of the vacation rental is prohibited.
9. The number of overnight occupants shall be limited to two persons per bedroom and two additional persons. A bedroom shall meet the minimum size requirements as defined in the Building Code.
10. All refuse shall be stored in appropriate containers and placed at the curb for collection every week.
11. The operator of the vacation rental shall pay Transient Occupancy Tax as required by Arroyo Grande Municipal Code Section 3.24.030.
12. Establishment of a vacation rental within 300 feet of an existing vacation rental on the same street shall not be permitted.
13. Violations – violation of these requirements shall constitute grounds for revocation of the minor use permit pursuant to Section 16.16.220.

**SECTION 3:** Arroyo Grande Municipal Code Section 16.52.240 is hereby added as follows:

**SECTION 16.52.240 – HOMESTAYS**

- A. Purpose and intent. The purpose of these regulations is to ensure that homestays located in the city conform to the existing character of the neighborhood in which they are located and do not create an adverse impact on adjacent properties.
- B. Applicability. Homestays may be permitted only with approval of a minor use permit. Homestays shall comply with the property development standards of the

underlying district and the performance standards and special conditions listed in Section 16.52.240.C.

**C. Performance standards and conditions for homestays.**

1. Operators of homestays are required to obtain a minor use permit-plot plan review (Section 16.16.080) and a business license.
2. Any proposed homestay shall be compatible with the neighborhood in which it is located in terms of landscaping, scale and architectural character. The use shall be harmonious and compatible with the existing uses with the neighborhood
3. All Building Code and Fire Code requirements for the level of occupancy of the homestay shall be met.
4. All environmental health regulations shall be met.
5. The operator shall reside on the premises.
6. Individual guest stays shall be limited to fourteen (14) days, with a seven-day period between stays.
7. On-site advertising of the homestay is prohibited.
8. A bedroom shall meet the minimum size requirements as defined in the Building Code.
9. The operator of the homestay shall pay Transient Occupancy Tax as required by Arroyo Grande Municipal Code Section 3.24.030.
10. Establishment of a homestay within 300 feet of an existing homestay on the same street shall not be permitted.
11. Violations – violation of these requirements shall constitute grounds for revocation of the minor use permit pursuant to Section 16.16.220.

**SECTION 4:** The following definitions in Arroyo Grande Municipal Code Subsection 16.04.070.C. are hereby amended or added as follows:

**16.04.070.C. Definitions**

“Bed and breakfast inn” means an owner-occupied dwelling unit where three (3) or more short-term lodging rooms and meals are provided for compensation or onsite signage is desired.

"Homestay" means an owner-occupied dwelling unit where a maximum of two (2) short-term lodging rooms are provided for compensation.

"Vacation rental" means a structure being rented for less than thirty (30) days without concurrently being occupied by the owner/operator where the short-term lodging is provided for compensation.

**SECTION 5:** Arroyo Grande Municipal Code Section 16.16.080 is hereby amended to add Subsection B.10 and Subsection C.6 as follows:

16.16.080.B.10. Establishment of vacation rentals or homestays in applicable zoning districts identified in Table 16.32.040-A and Table 16.36.030(A).

16.16.080.C.6. For plot plan reviews establishing the use of property for vacation rental purposes, the decision of the community development director shall also be mailed to all property owners of parcels within three hundred (300) feet of the property for which the plot plan review has been requested, in addition to the requirements of Section 16.16.080.C.5. The notice shall indicate the appeal provisions of Section 16.12.150.

**SECTION 6:** Arroyo Grande Municipal Code Table 16.32.040-A, entitled "Uses Permitted Within Residential Districts", Section A. Residential Uses is hereby amended to add Subsection A.17. as follows:

USE	RE	RH	RR	RS	SF	VR D-2.4	MF	MFA	MFVH	MHP
<b>A. Residential Uses</b>										
17. Vacation Rentals and Homestays	MUP	MUP	MUP	MUP	MUP	MUP	MUP	MUP	NP	NP

**SECTION 7:** Arroyo Grande Municipal Code Table 16.36.030(A), entitled "Uses Permitted Within Mixed Use and Commercial Districts", Section B. Services - General is hereby amended to add the following use:

USE	IMU	TMU D-2.11	VCD HCO D-2.4	VMU D-2.11 HCO D-2.4	GMU	FOMU	HMU	OMU <sup>1</sup> D-2.20	RC <sup>2</sup>	Specific Use Stds
<b>B. Services - General</b>										
Vacation Rentals and Homestays	NP	MUP	MUP	MUP	MUP	MUP	MUP	MUP	NP	16.52.230 16.52.240

**SECTION 8:** If any section, subsection, subdivision, paragraph, sentence, or clause of this Ordinance or any part thereof is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, or clause thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, or clause be declared unconstitutional.

**SECTION 9:** Upon adoption of this Ordinance, the City Clerk shall file a Notice of Exemption pursuant to 14 CCR § 15062.

**SECTION 10:** A summary of this Ordinance shall be published in a newspaper published and circulated in the City of Arroyo Grande at least five (5) days prior to the City Council meeting at which the proposed Ordinance is to be adopted. A certified copy of the full text of the proposed Ordinance shall be posted in the office of the City Clerk. Within fifteen (15) days after adoption of the Ordinance, the summary with the names of those City Council Members voting for and against the Ordinance shall be published again, and the City Clerk shall post a certified copy of the full text of such adopted Ordinance.

**SECTION 11:** This Ordinance shall take effect thirty (30) days from the date of adoption.

On motion of Council Member Barneich, seconded by Council Member Brown, and on the following roll call vote to wit:

**AYES:** Council Members Barneich, Brown, Costello, Guthrie, and Mayor Ferrara

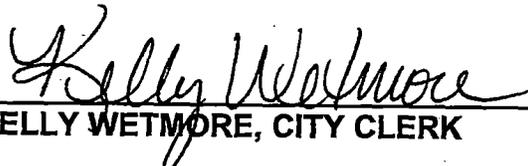
**NOES:** None

**ABSENT:** None

the foregoing Ordinance was adopted this 10<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
TONY FERRARA, MAYOR

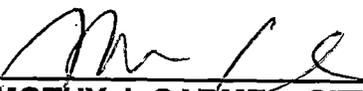
ATTEST:

  
\_\_\_\_\_  
KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
STEVEN ADAMS, CITY MANAGER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
TIMOTHY J. CARMEL, CITY ATTORNEY

**OFFICIAL CERTIFICATION**

I, **KELLY WETMORE**, City Clerk of the City of Arroyo Grande, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached is a true, full, and correct copy of Ordinance No. 663 which was introduced at a regular meeting of the City Council on May 27, 2014; was passed and adopted at a regular meeting of the City Council on the 10<sup>th</sup> day of June 2014; and was duly published in accordance with State law (G.C. 40806).

**WITNESS** my hand and the Seal of the City of Arroyo Grande affixed this 12<sup>th</sup> day of June 2014.

  
\_\_\_\_\_  
**KELLY WETMORE, CITY CLERK**

**Minutes: City Council  
Tuesday, May 27, 2014**

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**9. PUBLIC HEARINGS**

**9.a. Consideration of Development Code Amendment Case No. 14-002 regarding Vacation Rentals and Homestays; Location: Citywide; Applicant – City of Arroyo Grande.**

Associate Planner Downing presented the staff report and recommended the Council introduce an Ordinance amending portions of Title 16 of the Arroyo Grande Municipal Code regulating vacation rentals and homestays. Staff responded to questions from Council.

Mayor Ferrara opened the public hearing.

The following members of the public spoke:

- Jennifer Swift, James Way, in opposition of the proposed ordinance;
- Robin Rinzler, in support of the proposed ordinance;
- Shirley Volpatti, Hillcrest Drive, in support of the proposed ordinance;
- Diane Puhek, in support of the proposed ordinance;
- Audrey Howard, Robin Circle, in opposition of the proposed ordinance;
- Peggy Thayer, SLO resident, in support of the proposed ordinance;
- Doug Gaver, Allen Street, in support of the proposed ordinance;
- Aaron Thompson, Crown Hill, in support of the proposed ordinance;
- Jenny Shaheen, Heritage Lane, in opposition of the proposed ordinance;
- Pete Evans, SLO resident, in support of the proposed ordinance;
- Kathy Johnson, Robin Circle, in opposition of the proposed ordinance;
- Paul Rinzler, Gaynfair, in support of the proposed ordinance;
- Marian Colver, SLO resident, in support of the proposed ordinance;
- John Diaz, Arroyo Grande, in opposition of the proposed ordinance;
- Claire Volner, Arroyo Grande, in support of the proposed ordinance;
- Joe Klamon, in support of the proposed ordinance;
- Andrew Woodard, in support of the proposed ordinance;
- Betty De Paul, Robin Circle in opposition of the proposed ordinance;
- Eve Newhouse, SLO resident, in support of the proposed ordinance;
- Michael Howard, Robin Circle, in opposition to homestays;
- Gay Groomes, Arroyo Grande, in support of the proposed ordinance;
- Walt Bethel, Cardinal Court, in support of the proposed ordinance;
- Catherine Doyle, SLO resident, in support of the proposed ordinance.

Upon hearing no further comments, Mayor Ferrara closed the public hearing.

Mayor Ferrara called for a break at 7:55 p.m. The Council reconvened at 8:10 p.m.

Council questions and discussion ensued regarding application fees, concentration limits, traffic, parking, and whether or not the ordinance should include a look back provision after one year.

**Action:** Council Member Brown moved to introduce an Ordinance, entitled: ***“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AMENDING TITLE 16 OF THE ARROYO GRANDE MUNICIPAL CODE REGARDING VACATION RENTALS AND HOMESTAYS”***; as modified to include a condition that there would be a 300 linear foot distance restriction for location of vacation rentals and homestays, and with the provision that there

would be a minimum of a one year look back unless conditions warrant an earlier review due to complaints received. Further, to request that educational discussions be provided to vacation rental and homestay hosts regarding neighborhood sensitivity to parking issues. Council Member Costello seconded.

Brief discussion ensued clarifying that the 300 linear foot distance restriction is applied in either direction on the same street; and that staff would provide a monthly report to Council on any complaints/code enforcement action taken with regard to violations of the vacation rental and homestay ordinance.

In response to Council discussion, City Attorney Carmel clarified the modifications to the Ordinance and read them for the record, as follows:

- Adding Condition No. 12 for vacation rentals to read: "Establishment of a Vacation Rental within 300 feet of an existing Vacation Rental on the same street shall not be permitted."
- Changing the existing No. 12 to No. 13.
- Adding Condition No. 10 for homestays to read: "Establishment of a Homestay within 300 feet of an existing Homestay on the same street shall not be permitted."
- Changing the existing No. 10 to No. 11.

Council Members Brown and Costello confirmed the changes to the ordinance as part of the motion, and the motion passed on the following roll-call vote:

**AYES:** Brown, Costello, Barneich, Guthrie, Ferrara  
**NOES:** None  
**ABSENT:** None

*Council Member Costello left the meeting at 9:00 p.m.*

**9.b. Consideration of Request from South County Sanitary Service for Integrated Solid Waste Collection Rate Increase.**

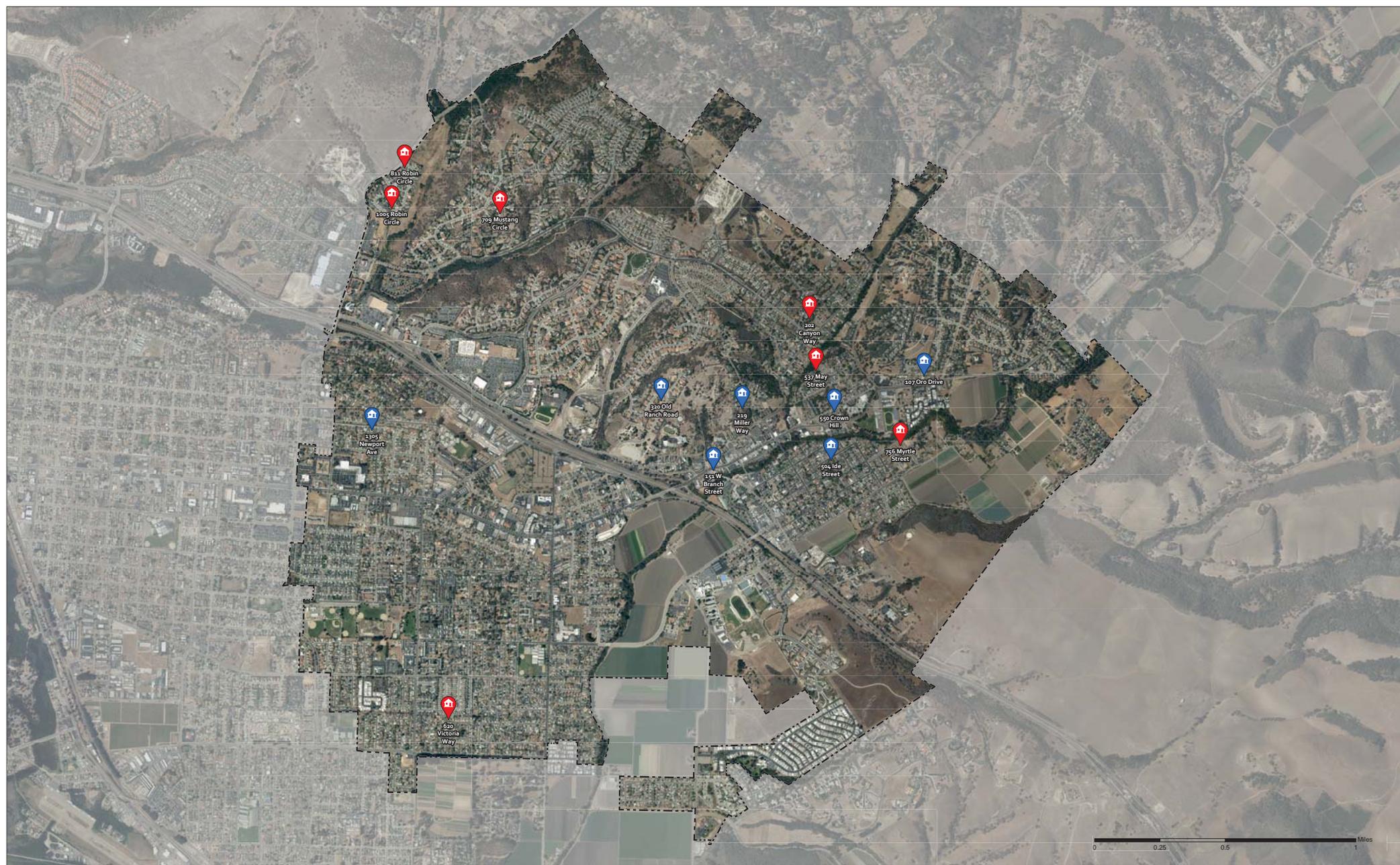
**Recommended Action:** Adopt a Resolution establishing integrated solid waste collection service rates.

Administrative Services Director Malicoat introduced Bill Statler, who presented the results of the rate study and recommended solid waste collection rate increase.

Mr. Statler and Tom Martin, representing South County Sanitary Service, responded to questions from Council.

Mayor Ferrara opened the public hearing. Upon hearing no comments, Mayor Ferrara closed the public hearing.

**Action:** Mayor Pro Tem Guthrie moved to approve "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ESTABLISHING INTEGRATED SOLID WASTE COLLECTION SERVICE RATES**". Council Member Barneich seconded, and the motion passed on the following roll-call vote:



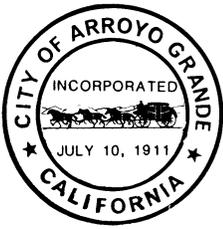
This map displays the homestay and vacation rental locations within the City of Arroyo Grande at a scale of 1:9,500.

### City of Arroyo Grande Vacation Rental and Homestay Locations

- Homestay
- Vacation Rental



Figure 1  
July 2016



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: STEVEN N. ANNIBALI, CHIEF OF POLICE**

**SUBJECT: CONSIDERATION TO AUTHORIZE AN AWARD OF CONTRACT FOR THE PURCHASE OF VIDEO SURVEILLANCE EQUIPMENT FOR THE SOTO SPORTS COMPLEX FACILITY**

**DATE: AUGUST 9, 2016**

### **RECOMMENDATION:**

It is recommended the City Council approve the purchase of a public video surveillance system for the Soto Sports Complex in the amount of \$18,218.44 from Security Lines U.S.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The funding for this phase of the City-wide video surveillance system will be an appropriation from the Citizens Option for Public Safety (COPS) Fund. Currently, there is an available balance of approximately \$215,000 to support this request. There will be no General Fund impact.

### **BACKGROUND:**

The State Budget continues funding for the Citizens Option for Public Safety (COPS) Program. Under this program, annual funding is allocated to local law enforcement for the delivery of services. These funds must be used to augment local law enforcement services and may not be used to supplant existing funding for such services. As in the past, the declared intent of the Governor and Legislature is to continue COPS as a multi-year program.

Beginning in 2009, the Police Department initiated the development of a City-wide public video surveillance system named "Blue Watch" to act as a deterrent to crime and assist City departments in managing special events, traffic safety and providing a safe environment in City owned parks, parking lots and facilities.

The original strategy was to identify key locations that would benefit from the system and expand the use when specific needs were identified. The program has been very successful in reducing incidents of theft, vandalism and other crimes and has led to the capture of several individuals. Additionally, the system has reduced the need for added personnel while managing special events such as Strawberry Festival, Harvest Festival and the AMGEN Tour of California.

**CITY COUNCIL  
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The program has served as a model of public video surveillance and has successfully addressed privacy issues and the need for expanded use of technology. Numerous cities throughout the country have modeled much of their public video surveillance programs on the Arroyo Grande example, including several cities in San Luis Obispo County.

**ANALYSIS OF ISSUES:**

The Arroyo Grande Police Department, in partnership with both the Recreation and Public Works Departments have identified the Soto Sports Complex as the next phase of the system expansion. Several high profile thefts, vandalisms and break-ins have occurred on the Soto site along with issues related to the Dog Park and the presence of large numbers of children during events.

The expansion of the video surveillance system onto the Soto Sports Complex would not only act as a deterrent, but would possibly provide the Police Department with valuable leads related to crime in the area.

This proposal calls for the installation of three camera pods that will temporarily capture video and allow for real time viewing at the Police Department monitoring center. The video signal will be transmitted via the existing microwave backbone with connectivity between the repeaters on Hillcrest, Huebner and the Police facility.

The vendor, Security Lines U.S., is the current provider of the City-wide video surveillance systems for the Police Department and the need exists to ensure compatibility and on-going maintenance. Therefore, it is recommended that Security Lines U.S. be approved as the sole source provider.

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

- Approve a purchase order in the amount of \$18,218.44;
- Do not approve the purchase order;
- Modify as appropriate and approve staff's recommendation; or
- Provide direction to staff.

**ADVANTAGES:**

The expansion of the video surveillance system onto the Soto Sports Complex would not only act as a deterrent, but would possibly provide the Police Department with valuable leads related to crime in the area.

**DISADVANTAGES:**

No disadvantages are evident.

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**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, August 4, 2016. The Agenda and staff report were posted on the City's website on Friday, August 5, 2016. No public comments were received.

Attachments:

1. Proposal from Security Lines U.S. as the sole source provider.



14431 Ventura Blvd. #575  
 Sherman Oaks, CA 91423  
 877-822-2303

# Estimate

Date	Estimate #
6/25/2016	900

Name / Address
Arroyo Grande PD 200 N Halcyon Road Arroyo Grande, CA 93420 Attn: Chief Annibali

Terms	Upon Receipt
Rep	RC

Item	Description	Qty	Rate	Total
i4-POD-SIP	Soto Park Satellite POD System i4-POD-SIP portable surveillance system with: 1. HD 1080p Network Video Recorder: H.264 Compression, and 4TB Storage 2. (1) Wireless Cellular Router or 2.4 wireless transmitter and receiver 3. (3) HD Stationary - 1080P HD Vandal Resistant Vandal Proof Dome, 2MP Cameras 4. (1) 1080P HD Outdoor PTZ, 2.2 Mega Pixel, 20x Optical Zoom, IP66, RS-485, Pelco-D/P, Heater & Blower 5. (1) Custom Powder Coated metal enclosure. 6. (1) Mounting bracket. 7. Central Monitoring, Web browser and PDA software for viewing cameras and DVR (no per-computer licensing fee).	1	7,995.00	7,995.00T
Satellite POD-P	3 Camera Satellite POD with (2) HD Stationary 1080P HD Vandal Resistant Vandal Proof Dome, 3MP Camera; (1) Pan-Tilt-Zoom, 2MP, 1080p, 12x opt zoom, 10x digital zoom w/ dss max at .002 lux) and 5.9ghz wireless transmitter that can connect to POD-HD systems	2	2,795.00	5,590.00T
Satellite POD-S	2 Camera Satellite POD with (2) HD Stationary 1080P HD Vandal Resistant Vandal Proof Dome, 3MP Camera and 5.9ghz wireless transmitter that can connect to POD-HD systems	1	1,990.00	1,990.00T
Wireless Trans...	2 additional 5ghz transmitter to be Access Points at i4POD-SIP for a total of 3 APS to give 180 degree coverage	2	175.00	350.00T
Installation	Install PODs and Wireless System. Configure to each other and to current wireless system.	1	900.00	900.00

Prices are subject to change at SLUS' discretion. Quote is partially based on Customer information. If the information is found to be incorrect at anytime, SLUS may revise the quote to include any additional parts and labor to successfully complete the job. Such additional parts and labor will be subject to Customer's written approval. If the Customer chooses not to accept the revised quote and therefore, the job cannot be complete successfully, SLUS may remove any materials and products that SLUS installed and Customer will only be responsible for any labor that was performed thus far and any products and materials that cannot be reused.

<b>Subtotal</b>	\$16,825.00
<b>Sales Tax (8.75%)</b>	\$1,393.44
<b>Total</b>	\$18,218.44

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Thank you for this opportunity. We look forward to working with you.*



## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** TERESA MCCLISH, COMMUNITY DEVELOPMENT DIRECTOR

**BY:** MATTHEW DOWNING, PLANNING MANAGER

**SUBJECT:** CONSIDERATION OF STAFF PROJECT 16-005; A PUBLIC ART SCULPTURE ENTITLED "REHEARSAL"; LOCATION - 495 FAIR OAKS AVENUE; APPLICANT – THE CLARK CENTER FOUNDATION FOR THE PERFORMING ARTS; REPRESENTATIVE – KYLE HARRIS

**DATE:** AUGUST 9, 2016

### **RECOMMENDATION:**

It is recommended the City Council allow public comment and provide input on the proposed sculpture.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

No impacts to financial or personnel resources are anticipated for the project.

### **BACKGROUND:**

In 2002, the City Council approved recommendations for an Art in Public Places Program and Process. The recommendations were prepared with the assistance of the San Luis Obispo County Arts Council. An Art Donation Program was approved by the City Council in 2006. In 2011, the Public Art Guidelines were amended regarding the Art in Public Places Program and limited the process only to private projects. The City's current Guidelines are included in Attachment 1.

In January 2013, Arroyo Grande Public Art was established as a program within Arroyo Grande In Bloom, a non-profit volunteer organization. Five (5) public art pieces have been approved to date. The first public art piece approved was the mural at 303 E. Branch Street on May 2, 2014, second was the Japanese Lantern sculpture located at the Peoples Self Help Housing apartments at 150 South Courtland Street, the third and fourth pieces included the Northern Chumash basket and the Harriet Quimby relief bench on the City's "Walk of History", and the fifth piece is the arbor sculpture in front of the Arroyo Grande High School administration building. The Chumash basket, Harriet Quimby bench and arbor sculpture have yet to be installed.

### **ANALYSIS OF ISSUES:**

The sculpture is being proposed by the Clark Center for the Performing Arts (Clark Center). The Clark Center is considered The Central Coast's premier venue for world-

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class, professional performing arts. The Clark Center was the concept of Cliff and Mary-Lee Clark, who helped lead a group of dedicated community members to raise money for the high-quality facility that serves children, local artists, and community service groups.

The Clark Center is proposing the "Rehearsal" sculpture to be displayed outside the front entrance to the venue. The sculpture itself is a bronze statue of two dancers rehearsing their performance. The sculpture will be eight feet eight inches (8' 8") tall, sitting on a four foot (4') pedestal, for a total height of twelve feet eight inches (12' 8"). The pedestal is proposed to be eight inch (8") split face block to match the Clark Center building and will include a polished concrete cap. The sculpture is proposed to be lit by four (4) LED lights housed within the polished cap and will light the sculpture from below.

Review Process Under Public Art Guidelines

In accordance with the City's Public Art Guidelines, the art project decision is made by the panel after a City Council public hearing, intended to solicit public and Council input. The panel selection for this project will include the following:

- Two representatives from the property owner.
- Two representatives from the County Art Council.
- One representative from the Architectural Review Committee.
- One representative from the Chamber of Commerce or Village Improvement Association.
- One representative from the South County Historical Society.

The intent of establishing the process was to ensure that public art projects were sensitive to community concerns, but to avoid government censorship of art. The primary focus was on private projects in public view. Council's role is to facilitate public input prior to a decision by the Arts Panel.

The following criteria are used in the selection of public art, which was also developed by the County Arts Council:

1. Relationship to the social, cultural and historical identity of the area. If the public art is proposed to be located in the Village Core Downtown or Village Mixed Use Districts, the art piece shall be representative or evocative of the turn of the century historical period;
2. Evaluation of artistic excellence;

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3. Appropriateness of scale, form, material, content and design relative to the immediate and general neighborhood;
4. Relationship to the social, cultural and historical identity of the area;
5. Appropriateness of proposed materials as regards to structural and surface integrity, protection against vandalism, public safety and weathering;
6. Ease of maintenance;
7. Appropriateness of proposed method of installation of artwork and safety and structural factors involved in installation;
8. Artist's experience in working on comparable projects.

**ALTERNATIVES:**

The following alternatives have been identified for the Council's consideration:

- Review and provide an opportunity for public comment on the proposed dance sculpture, with final approval left to the decision of the Art's Panel; or
- Provide direction to staff.

**ADVANTAGES:**

Providing review and comment on the proposed dance sculpture maintains compliance with the procedures in the City's Public Art Guidelines previously approved by Council. Public art will enhance the project site and community.

**DISADVANTAGES:**

No disadvantages have been identified.

**ENVIRONMENTAL REVIEW:**

In compliance with the California Environmental Quality Act (CEQA), the Community Development Department has determined that this project is categorically exempt based upon section 15301(e) of the CEQA Guidelines regarding existing facilities.

**PUBLIC NOTIFICATION AND COMMENTS:**

A public hearing notice was mailed to all property owners within 300' of the site, was published in The Tribune, and posted on the City's website on Friday, July 29, 2016. The Agenda was posted at City Hall on Thursday, August 4, 2016 and the Agenda and staff report was posted on the City's website on Friday, August 5, 2016. No comments were received prior to agenda distribution.

Attachments:

1. Public Art Guidelines
2. Proposed sculpture narrative
3. Proposed sculpture plans

# Public Art Guidelines And Public Art Donation Program

Adopted by City Council  
Resolution No. 3787  
October 12, 2004

Ordinance No. 557  
October 26, 2004

Amended by City Council  
Resolution No. 4411  
November 8, 2011

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## PUBLIC ART GUIDELINES

### **Purpose**

The purpose of these Guidelines is to create a framework to facilitate and encourage property owners to provide outdoor public art on their property, or, if approved by the Director of Community Development, in the adjacent public right-of-way. For purposes of these Guidelines “Public Art” shall mean art located on private property that is displayed in an open area that is freely available to the general public or public accessibility is provided based upon the characteristics of the artwork or its placement on the site. Artwork may include free-standing pieces (e.g. a sculpture or water fountain) or may be integrated into its surroundings as an architectural element (e.g. relief sculpture embedded in pavement or a wall, a mosaic or mural on a wall, decorative railings or lighting).

These Guidelines are intended to assist artists, citizens and city officials and staff to understand the City’s goals regarding art that is displayed in a manner that is available and accessible to the general public. The City recognizes that art and artistic expression is a protected activity and these Guidelines are not intended to unduly restrict creative expression or limit the types of public art possible. Rather, they are intended to facilitate and encourage the best possible combination of sites and artwork, and help to guide what is essentially a form of communication between the artist and the community.

### **Process**

These Guidelines are applicable to public art projects proposed to be located on private property or by a private owner in the adjacent public right of way. The guidelines and criteria contained herein shall also apply to public art projects on City property, which shall be considered and approved by the City Council, in consultation with the San Luis Obispo County Arts Council, and with the recommendation of the Parks and Recreation Commission if art is proposed to be placed on park property, and are subject to the Public Art Donation Program to the extent applicable.

### ***Public Art Panel***

In order to solicit community input and involvement for the consideration and promotion of public art on private property in the City, a Public Art Panel has been established to review all public art. The 7 member panel is made up of the following representatives to be convened as needed (a minimum of 6 members shall be residents or business owners in Arroyo Grande):

- ❖ 2 representatives from the property owner.
- ❖ 2 representatives designated by the County Arts Council.
- ❖ 1 representative from the Architectural Review Committee.
- ❖ 1 representative from the Chamber of Commerce or 1 representative from the Village Improvement Association if the project is within the Village Districts.
- ❖ 1 representative from the Historical Society.

The Public Art Panel will convene to approve public art by a majority vote after the piece or plans are presented at a public hearing held by the City Council for the purpose of obtaining community input. The San Luis Obispo County Arts Council shall act in an advisory capacity to the Public Art Panel.

### **Guidelines**

The following guidelines developed by the San Luis Obispo County Arts Council are intended to facilitate and encourage Public Art that is proposed to be placed on private property or by a property owner on adjacent public right of way within the City:

1. Public art shall be ~~original and~~ of high artistic quality.
2. Public art shall be compatible with the immediate site and neighborhood in terms of social and cultural characteristics, architectural scale, materials, land use and geographical and environmental context.
3. Public art shall not impede pedestrian or vehicle traffic or conflict with public or private easements.
4. Consideration shall be given to any public safety or public health concerns related to, or created by, the artwork.
5. Public art shall be constructed of durable, high-quality materials and require minimal or no maintenance.
6. Public art shall be securely installed.
7. A wide variety of artistic expression is encouraged. However, expressions of profanity or vulgarity are inappropriate.

### ***Selection Criteria***

The following are considerations for the selection of public art

1. Relationship to the social, cultural and historical identity of the area;
2. Evaluation of artistic excellence;
3. Appropriateness of scale, form, material, content and design relative to the immediate neighborhood;
4. Appropriateness of proposed materials as regards to structural and surface integrity, protection against vandalism, public safety and weathering;
5. Ease of maintenance;

6. Appropriateness of proposed method of installation and artwork and safety and structural factors involved in installation;
7. Artist's experience in working on comparable projects.

The City or Public Art Panel may consider a revolving art program for a proposed location on an ongoing basis.

### ***Location***

Public art is allowed in any district and is strongly encouraged in the Village Downtown, Village Mixed Use, Gateway Mixed Use, Fair Oaks Mixed Use and Public Facility Districts. Promotion of public art visible from intersections within these districts as well as proximate to public gathering areas, plazas and public parking areas is highly recommended.

## **PUBLIC ART DONATION PROGRAM**

### **Purpose**

Public art can provide aesthetic, cultural and economic benefits to the community. The City of Arroyo Grande Public Art Donation Program is a means by which an artist, or an individual or group commissioning an artist, may donate, gift or bequeath public art to the City of Arroyo Grande for location in a city owned public place.

### **Definition**

Public art can be defined as "The engagement of an artist with public place involving original, creative work by an individual or a group." This includes functional and original works of art that also serve as capital improvements, such as, but not limited to seating, fountains, lighting, and free standing art forms. Pre-fabricated manufactured items such as benches, fountains etc. are not considered public art.

### **Proposal**

Proposals should include:

1. A donor application form (See Attachment 1)
2. The artist or donor's name,
3. Title of the work and artist statement
4. Description of the work (such as a photograph, artist's rendering or computer generated image)
5. The materials and size of the work
6. A preferred public location
7. A statement from the donor and artist that the art is free of encumbrances

8. The artist's resume if available
9. Estimated value of donated work
10. Recommended manner of installation
11. Estimated maintenance cost

### **Process**

The following steps will result in the review and decision regarding a proposal:

1. The proposal would be submitted to the Community Development Department to review it to:
  - a. Determine ongoing and General Plan consistency, accuracy and appropriateness.
  - b. Insure it would not create an undue risk or a safety problem.
  - c. Consider maintenance requirements
  - d. Determine durability
  - e. Identify any engineering concerns
2. The proposal will be reviewed by the Parks and Recreation Commission if proposed to be placed on a park property.
3. Recommendations will be forwarded to the City Council for review and action during a public hearing. The Council would have final approval of the donation.

### **Guidelines for Review of the Proposal**

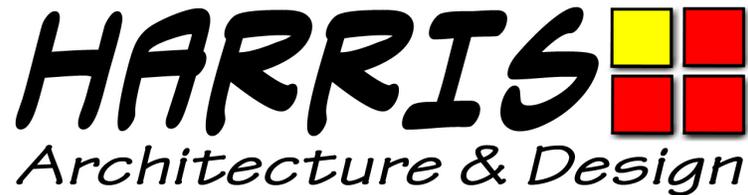
The following guidelines would be used for review of art donations:

1. Public art shall be ~~original and~~ of high artistic quality.
2. Public art shall be compatible with the immediate site and neighborhood in terms of social and cultural/historical characteristics, architectural scale, materials, land use and geographical and environmental context.
3. Public art shall not impede pedestrian or vehicle traffic or conflict with public or private easements.
4. Consideration shall be given to any public safety or public health concerns related to or created by the artwork.
5. Public art shall be constructed of durable, high-quality materials and require minimal or no maintenance.

6. Public art shall be securely installed.
7. A wide variety of artistic expression is encouraged. However, expressions of profanity or vulgarity are inappropriate.

**Display of Public Art**

1. A contract shall be executed between the artist and the City establishing the terms of the proposed installation.
2. Artwork shall be displayed to include the artwork title, artist's name, patron's name if applicable and date of completion. The materials used and a short explanation of the work could be included as an option. Plaques will not be used for advertising purposes.
3. Prior to accepting the project, the Community Development Department shall receive from the artist or donor a set of plans, specifications, and a copy of a maintenance record, which identifies maintenance, installation and removal instructions. The transportation, installation and adjunct costs (such as engineering, a base for the artwork or other installation elements) related to artwork are the responsibility of the donor.
4. Once the art piece is installed (by the donor under the supervision of City staff with the artist's installation direction and donor installation funding), it will require inspection and sign off by a City Building Inspector.
5. Following inspection, the artwork shall become the property of the City. A publicized dedication ceremony shall be held to present the art piece to the community.



Mr. Matt Downing  
Senior Planner, City of Arroyo Grande  
300 E. Branch St.  
Arroyo Grande, CA 93420

June 20, 2016

Re: Clark Center Statue; "Rehearsal"

Matt –

Attached to this letter are the design plans for the pedestal that the bronze statue entitled "Rehearsal" will be placed. The artist who sculpted the original piece is Nell Scruggs of Paso Robles, a long time resident artist in the area. The benefactors that have donated the statue to the Clark Center are Don and Teri Ernst. The artwork is given freely to the Clark Center and Lucia Mar School District without encumbrance or gratuity. The School District and Clark Center will be responsible for the maintenance and upkeep of the artwork. The pedestal design includes LED up-lighting specifically designed to light the statue at night. The existing donor bricks are being re-used and will continue to be in-place in a slightly different orientation. The actual cost of the statue has not been given to us at this time but we are guessing that the statue and mounting pedestal value will about \$85,000.00 in total when completed.

The pedestal will be constructed of split face concrete block to match the Clark Center with a polished concrete cap that will house (4) LED lights and a donor plaque. Please refer to the plans for further information.

Please let me know if you have any questions or comments regarding this project.

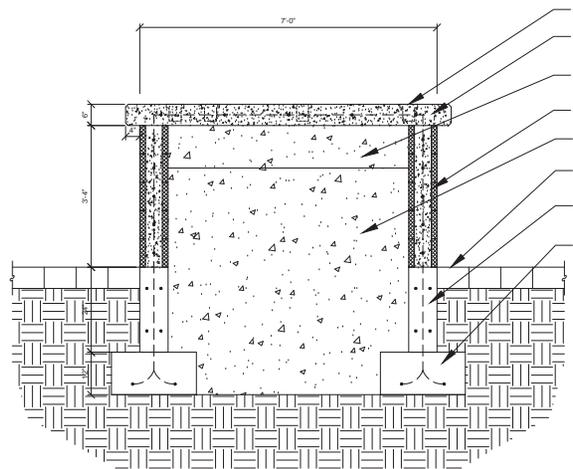
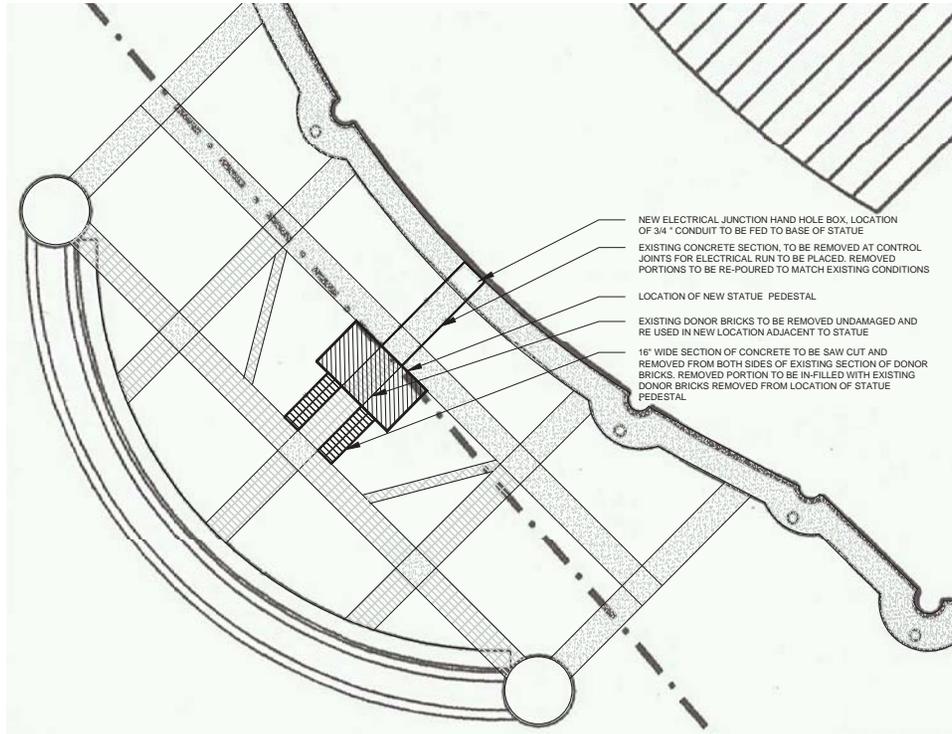
Sincerely;

A handwritten signature in black ink that reads "KYLE HARRIS". The signature is written in a cursive, slightly slanted style.

Kyle Harris, AIA  
Harris Architecture & Design

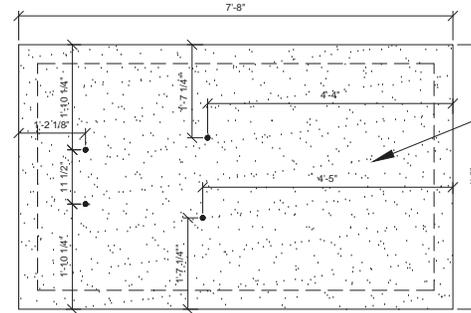
Cc: Raynee Daily, Superintendent, LMUSD  
Andy Stenson, Assistant Superintendent, Business, LMUSD  
Duane Whittemore, Director of Facilities and Maintenance, LMUSD

THIS INSTRUMENTAL INFORMATION IS THE PROPERTY OF JACK HARRIS. ANY REPRODUCTION SHALL BE AT THE USER'S RISK AND WITHOUT LIABILITY OF THE ARCHITECT.



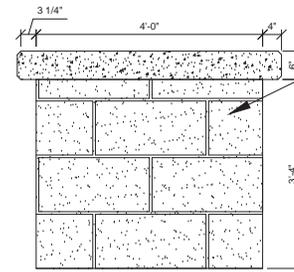
**PEDESTAL SECTION**

Scale: 3/4" = 1'-0"



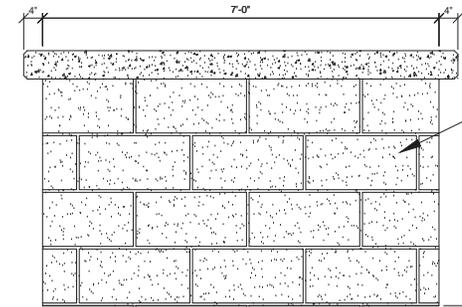
**PEDESTAL PLAN**

Scale: 1" = 1'-0"



**PEDESTAL ELEVATION**

Scale: 1" = 1'-0"



**PEDESTAL ELEVATION**

Scale: 1" = 1'-0"

**ATTACHMENT 3**

**HARRIS**  
Architecture & Design  
15 West Branch Street, Suite E, Arroyo Grande, CA 93420 (805) 974-1550

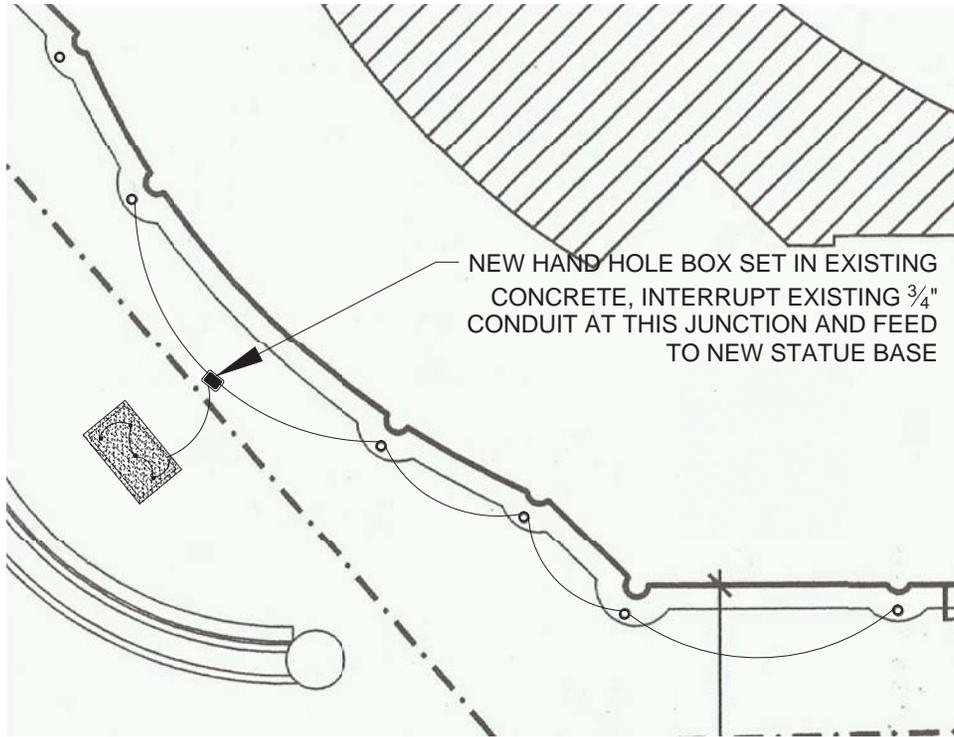
REVISIONS


PROJECT TITLE  
**CLARK CENTER STATUE**  
487 Fair Oaks Ave., Arroyo Grande, CA 93420

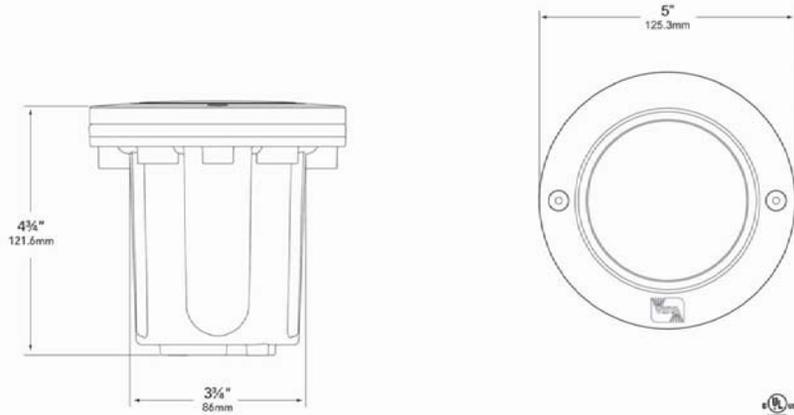
DRAWN BY: JMS  
DATE: 03/23/2018  
CHECKED BY:  
PROJECT NO.:

**A-1.0**

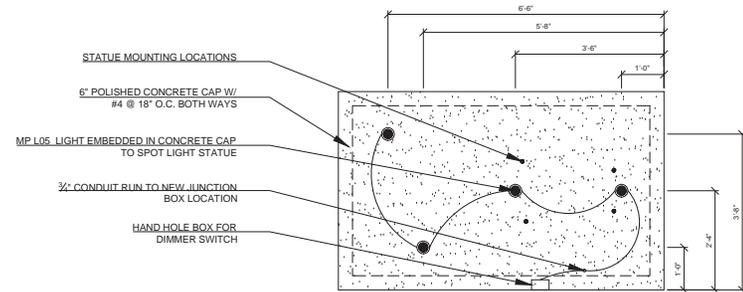




**DIMENSIONS:**



Vies Professional Outdoor Lighting reserves the right to modify the design and/or construction of the fixture shown without further notification.



**PEDESTAL LIGHTING PLAN**

Scale: 3/4" = 1'-0"



**HARRIS**  
Architecture & Design  
151 West Branch Street, Suite E, Arroyo Grande, CA 93420 (805) 974-1550

REVISIONS

**PROJECT TITLE**  
CLARK CENTER STATUE  
487 Fair Oaks Ave., Arroyo Grande, CA 93420

**DRAWN BY:** JMS  
**DATE:** 03/23/2018  
**CHECKED BY:**  
**PROJECT NO.:**

**A-1.1**



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, DIRECTOR OF PUBLIC WORKS  
DEBBIE MALICOAT, DIRECTOR OF ADMINISTRATIVE SERVICES**

**SUBJECT: CONSIDERATION OF TEMPORARY WATER AND WASTEWATER  
RATES FOR FISCAL YEAR 2016-17 THROUGH FISCAL YEAR 2018-19**

**DATE: AUGUST 9, 2016**

### **RECOMMENDATION:**

It is recommended the City Council: 1) conduct a public hearing to consider protests regarding the proposed water and wastewater rate adjustments and; 2) if there is no majority protest, adopt a Resolution establishing new water and wastewater rates effective September 1, 2016 for Fiscal Year 2016-17 through Fiscal Year 2018-19.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

The proposed temporary drought rates would add an 11% surcharge to the current water rates and a 10% surcharge to wastewater rates. It was initially projected that water and sewer revenue would total \$21.1 million and \$3.3 million, respectively, from FY 2016-17 to FY 2018-19. Due to the unprecedented reduction in consumption caused by the implementation of the Stage 1 Water Shortage Emergency program and the Governor's 28% mandatory reduction, the projected water revenue over the next three years is estimated to be \$17.9 million, a shortfall of approximately \$3.3 million. Should drought rates be in effect until June 2019, the rates would generate approximately \$1.8 million towards this \$3.3 million shortfall, with the remaining \$1.5 million coming from fund reserves and reductions in expenditures. Sewer revenues are now estimated to be \$2.8 million, a shortfall of approximately \$450,000 over the next three fiscal years. The proposed drought rate would generate \$200,000 over the next three fiscal years.

### **BACKGROUND:**

On May 10, 2016, the City Council received a report on the financial condition of the Water and Sewer Funds, including a recommendation to move forward with temporary rate increases. The City Council directed staff to proceed to schedule the public hearing and publicly notice the rates as proposed, with one modification, increasing the water surcharge from 10% to 11% in order to fund additional conservation efforts.

Based upon the provisions of Proposition 218, all affected rate payers must receive written notice by mail at least 45 days prior to the City Council consideration of adjustments. The notice must include the amount of the fee, the basis on which the fee was calculated and the date, time and place of the public hearing and must clearly

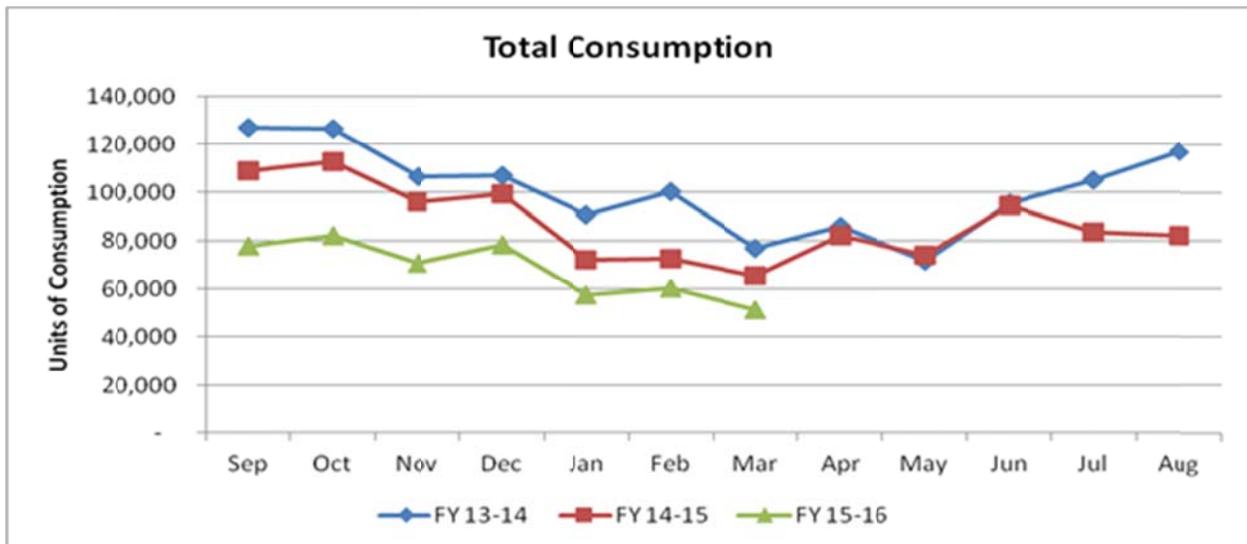
**CITY COUNCIL  
 CONSIDERATION OF TEMPORARY WATER AND WASTEWATER RATES  
 AUGUST 9, 2016  
 PAGE 2**

advise of the right to protest the fee increase. If, at the conclusion of the public hearing, written protests against the proposed rate increase are received from a majority, the City Council may not adopt the proposed rates. There are currently 6,340 accounts. Therefore, 3,171 would represent a majority. At the time the report was prepared, there were 15 protest letters received.

**ANALYSIS OF ISSUES:**

Water Fund

As detailed in the May 10, 2016 report, since the implementation of the Stage 1 Water Emergency Program, consumers have reduced water consumption by 24% compared to FY 2014-15 and 35% compared to FY 2013-14. Approximately 62% of the water fees charged to customers are based on the actual water consumed with the remaining 38% representing a flat fee per account. As a result, in FY 2015-16, revenues were originally anticipated to be \$6.9 million and are now projected to be \$5.7 million.



Due to the past management of the rate adjustments and cost control measures implemented by the City, the Water Fund has held a healthy fund balance. This fund balance has been sufficient enough to help absorb the shortfall in current year revenue. However, without any adjustments to revenues and expenses, by the end of FY 2016-17, fund balance will be \$111,000 below minimum reserve requirements, and in FY 2018-19, \$2.4 million below minimum reserve requirements and approximately \$500,000 below the contractually obligated minimum fund balance.

With the uncertainty of the length of the drought and the average rainfall received this past winter, the financial model projects consumption remains at a reduced level, similar to consumption in FY 2015-16 for two years with a very slight increase in the third year.

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CONSIDERATION OF TEMPORARY WATER AND WASTEWATER RATES  
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A number of items have been examined to help minimize the impact of the shortfall in revenue, including deferring Reservoir No. 3 and 4 exterior recoating and seismic evaluation project (\$640,000) and suspending the contribution to the Water Neutralization Fund (\$200,000 per year). These actions will reduce expenditures by approximately \$1.3 million over the next three fiscal years.

It is recommended that a temporary drought rate be added to the current rates to help offset the revenue shortfall caused by the dramatic reduction in consumption and support continued conservation programs. These rates are temporary in nature so that when the drought ends and consumption returns to “normal,” the revenues initially projected should return as well. Regardless, consumption habits have been permanently changed in some instances as demonstrated by the increased usage in the cash for grass and plumbing retrofit programs. The City will need to examine consumption habits after the drought to determine what constitutes the new normal consumption and base rates accordingly. It is anticipated that this will be reviewed in 2018, at the end of the current 5-year rate study.

Should the temporary rates remain in effect through FY 2018-19, it is anticipated that this will carry the fund balance for the Water Fund above the minimum required by \$550,000.

Sewer Fund

Similar to the Water Fund, the Sewer Fund revenue is performing less than initially projected due to the reduction in water consumption. A portion of sewer charges is based on the amount of wastewater generated, as measured by the amount of water consumed. In addition, there is a fixed fee. Prior to the Stage 1 Water Shortage Emergency program, the average amount of wastewater added to the system was approximately 64 gallons per person per day. Due to conservation measures, the amount has been reduced to 55 gallons per person per day.

It was originally anticipated that the City would receive \$3.3 million in sewer-related revenues from FY 2016-17 through FY 2018-19. It is now projected that revenues will be \$2.8 million over the same period, a shortfall of \$450,000.

Unlike the Water Fund, it is recommended that the capital projects anticipated to be constructed over the next 3-years should not be deferred to future years. The need to complete these projects is important to the overall infrastructure of the system and any deferrals could place the City at higher risk for system failure and result in higher project costs.

Without any additional rate increase, the Sewer Fund’s balance will remain above minimum reserve. However, a 10% surcharge to the current rates is recommended because the minimum reserves are relatively small and are unlikely to be sufficient should a major system failure occur. Implementing drought rates for the Sewer Fund will result in a fund balance of just over \$1 million by the end of the 2018-19 fiscal year.

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Effects on the Customer

The impact of the water rate recommendations on an average water customer will be approximately \$10 to \$18 per billing cycle (or \$5-\$9 per month). Eighty percent of the Single Family Residential (SFR) customer base uses between 10 and 30 units of water on a 5/8" size water meter per billing period. The actual increase per usage level is shown below:

	FY 2016-17			FY 2017-18			FY 2018-19		
	Current	Drought	Increase	Current	Drought	Increase	Current	Drought	Increase
	Rates	Rates		Rates	Rates		Rates	Rates	
10-units	91.71	101.84	10.13	94.26	104.60	10.34	96.82	107.52	10.70
15-units	109.44	121.49	12.05	112.56	124.90	12.34	115.72	128.52	12.80
20-units	127.86	141.94	14.08	131.60	146.02	14.42	135.38	150.36	14.98
25-units	147.36	163.59	16.23	151.75	168.37	16.62	156.18	173.46	17.28
30-units	166.86	185.24	18.38	171.90	190.72	18.82	176.98	196.56	19.58

The impact of the sewer rate recommendations on an average water customer will be approximately \$6 to \$8 per billing cycle (or \$3-\$4 per month). Unlike the water rates that already have approved rate increases for the next three years, the sewer rates remain the same for the next several years. As a result, the changes in the increase in the drought rates will remain the same until a detailed rate study is conducted. The actual increase per usage level is shown below:

	Current	Drought	Increase
	Rates	Rates	
10-units	11.50	17.96	6.46
15-units	14.85	21.66	6.81
20-units	18.20	25.36	7.16
25-units	21.55	29.06	7.51
30-units	24.90	32.76	7.86

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

1. Adopt a Resolution establishing new water and wastewater rates; or
2. Modify the proposed rates to reduce increases by drawing down future reserves or increase rates more to utilize fewer reserves, which would require an additional Proposition 218 public notice and public hearing; or
3. Provide direction to staff.

**ADVANTAGES:**

Implementing the proposed water rate increases and rate structure changes will provide ongoing revenue to meet the next 3-years of operating, capital and debt expenditures and reserve recommendations in the Water Fund and Sewer Fund. The recommendations will balance minimizing rate increases with maintaining adequate reserves available to meet important capital and water supply needs.

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**DISADVANTAGES:**

Some customers will experience higher water utility costs.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

In compliance with Proposition 218, notices were mailed to all property owners and rate payers more than 45 days in advance of the public hearing. The Agenda was posted in front of City Hall on Thursday, August 4, 2016. The Agenda and report were posted on the City's website on Friday, August 5, 2016. All protest letters will be provided to the Council.

Attachment:

1. Proposition 218 notice

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ESTABLISHING WATER AND WASTEWATER RATES AND CHARGES**

**WHEREAS**, Section 13.04.030 of the City of Arroyo Grande Municipal Code enables the City Council to modify, by resolution, the rates and charges for furnishing water and wastewater services to customers; and

**WHEREAS**, the City has conducted an analysis which developed financial plans for the provision of water service and wastewater service that included any revenue adjustments required to meet all financial obligations, construction of the capital improvement projects determined to be necessary by the City, and maintenance of appropriate fund balances and debt service coverage requirements; and

**WHEREAS**, water and wastewater service rates and charges are designed to meet the objectives desired by the City Council which consist of operating and maintaining safe and reliable water and wastewater systems, simplified rate structures that are easy to understand and administer, consideration of industry practices, and recovery of the cost of service; and,

**WHEREAS**, the City Council has reviewed and considered the information and public testimony presented at a duly noticed public hearing, and in the staff report and record of this matter; and

**WHEREAS**, notice of the proposed increase in water and wastewater rates and charges has been provided pursuant to Proposition 218, and a majority of the affected property owners and ratepayers have not presented written protests to the proposed increase in water and wastewater rates and charges.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Arroyo Grande hereby adopts the water and wastewater rates and service charges set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

**BE IT FURTHER RESOLVED** that this Resolution shall repeal and replace all prior inconsistent resolutions or portions thereof.

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**

The foregoing Resolution was passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

---

JIM HILL, MAYOR

ATTEST:

---

KELLY WETMORE, CITY CLERK

APPROVED AS TO CONTENT:

---

GEOFF ENGLISH, ACTING CITY MANAGER

APPROVED AS TO FORM:

---

HEATHER WHITHAM, CITY ATTORNEY

**EXHIBIT A  
WATER RATE SUMMARY**

<b>Fixed Service Charge (\$/month)</b>			
<b>Meter Size</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
5/8"	31.27	32.00	32.76
¾"	33.54	34.34	35.15
1"	40.39	41.34	42.31
1 ½"	49.51	50.67	51.87
2"	74.59	76.35	78.16
3"	259.28	265.40	271.66
4"	327.68	335.41	343.33
6"	487.30	498.79	510.56
8"	669.71	685.50	701.68
Service fee per additional unit	8.47	8.67	8.87

<b>Private Fire Line Fixed Service Charge (\$/month)</b>			
<b>Meter Size</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
2"	3.96	4.06	4.15
3"	11.52	11.80	12.08
4"	24.55	25.13	25.73
6"	71.33	73.02	74.74
8"	152.00	155.59	159.26
10"	273.36	279.81	286.41

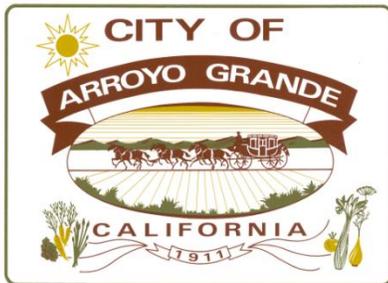
<b>Residential Tiered Volume Charges (\$/ccf*)</b>				
<b>Customer Class</b>	<b>Allotment</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
Single Family				
Tier 1	1 – 18 ccf	3.93	4.06	4.20
Tier 2	19 – 36 ccf	4.33	4.47	4.62
Tier 3	>36 ccf	5.76	5.96	6.16
Multi-Family				
Tier 1	1 – 18 ccf	3.93	4.06	4.20
Tier 2	19 – 27 ccf	4.33	4.47	4.62
Tier 3	>27 ccf	5.76	5.96	6.16

\*ccf = 100 cubic feet

<b>Non-Residential Volume Charges (\$/ccf)</b>			
<b>Customer Class</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
Business	4.10	4.24	4.38
Irrigation	4.37	4.53	4.67
Hydrant	6.49	6.65	6.80
Wheeling	2.16	2.22	2.26

**EXHIBIT A**  
**WASTEWATER RATE SUMMARY**

<b>Customer Class</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>
All Customers	2.64	2.64	2.64
Volume Charge (\$/ccf):			
Single Family	0.74	0.74	0.74
Multi Family	1.03	1.03	1.03
Non-Residential	1.45	1.45	1.45



June 15, 2016

Dear Property Owner or Tenant Customer,

This notice is intended to inform you that the Arroyo Grande City Council will hold a public hearing regarding proposed temporary water and wastewater service rate increases for City of Arroyo Grande customers (the "Proposed Water and Wastewater Rate Increases"). The Proposed Water and Wastewater Rate Increases will be considered by the Arroyo Grande City Council at the date, time and location specified below. Consistent with the requirements of Proposition 218, this notice also provides you with the following information:

- The basis upon which the amount of the Proposed Water and Wastewater Rate Increases were calculated
- The amount of the Proposed Water and Wastewater Rate Increases;
- The reason for the Proposed Water and Wastewater Rate Increases; and
- Majority protest procedures.

### **NOTICE OF PUBLIC HEARING**

A Public Hearing for the Proposed Water and Wastewater Rate Increases will be held on:

Date: **Tuesday, August 9, 2016**

Time: **6:00 pm**

Place: **City of Arroyo Grande, Council Chambers,  
215 East Branch Street, Arroyo Grande, CA 93420**

This notice has been sent to all property owners and customers who are tenants of leased property (tenant customer) that are directly responsible for payment of water utility services. If adopted, the Proposed Water and Wastewater Rate Increases would become effective August 1, 2016. If you would like to receive this notice in Spanish, please contact the City of Arroyo Grande at (805) 473-5438. Si le gustaria recibir este documento en Espanol, por favor llame a the City of Arroyo Grande (805) 473-5438.

### **PROPOSED WATER RATE INCREASE AMOUNTS AND BASIS OF CALCULATION**

The following charts provide a summary of the proposed changes to the water and wastewater rates to be considered by the Arroyo Grande City Council at the public hearing referenced above. The charts set forth the Proposed Water and Wastewater Rate Increases from fiscal years 2016/2017 through 2018/2019. The rate structure for both water and wastewater service has two components: (1) a fixed monthly charge; and (2) a variable (water consumption-based) charge. The first component is a fixed amount calculated to recover the City's fixed costs of operating and maintaining the City's water and wastewater systems and

is established on the basis of the customer class and size of water meter. The variable component of the rate structure is based on water consumption. The variable component is structured in such a way as to capture the costs of providing water or wastewater service and to deter waste and encourage conservation. For residential water customers, the variable charges (base and peaking) are further apportioned between three distinct tiers. The goal of the first tier is to provide for basic indoor water use; the second tier is to provide for outdoor irrigation; and the third tier is for excessive use or to encourage conservation. Together, the components are calculated to recover the proportionate cost of providing water and wastewater service attributable to parcels within each customer class.

The Proposed Water and Wastewater Rate Increases are scheduled to go into effect September 1, 2016. As part of the proposed increases, staff has proceeded with the notification process, pursuant to Proposition 218.

### PROPOSED THREE-YEAR TEMPORARY WATER RATE SUMMARY

#### Fixed Service Charge (\$/month)

Meter Size	FY 2016-17	FY 2017-18	FY 2018-19
5/8"	31.27	32.00	32.76
3/4"	33.54	34.34	35.15
1"	40.39	41.34	42.31
1 1/2"	49.51	50.67	51.87
2"	74.59	76.35	78.16
3"	259.28	265.40	271.66
4"	327.68	335.41	343.33
6"	487.30	498.79	510.56
8"	669.71	685.50	701.68
Service fee per additional unit	8.47	8.67	8.87

#### Private Fire Line Fixed Service Charge (\$/month)

Meter Size	FY 2016-17	FY 2017-18	FY 2018-19
2"	3.96	4.06	4.15
3"	11.52	11.80	12.08
4"	24.55	25.13	25.73
6"	71.33	73.02	74.74
8"	152.00	155.59	159.26
10"	273.36	279.81	286.41

#### Residential Tiered Volume Charges (\$/ccf\*)

Customer Class	Allotment	FY 2016-17	FY 2017-18	FY 2018-19
Single Family				
Tier 1	1 - 18 ccf	3.93	4.06	4.20
Tier 2	19 - 36 ccf	4.33	4.47	4.62
Tier 3	>36 ccf	5.76	5.96	6.16
Multi-Family				
Tier 1	1 - 18 ccf	3.93	4.06	4.20
Tier 2	19 - 27 ccf	4.33	4.47	4.62
Tier 3	>27 ccf	5.76	5.96	6.16

\* ccf = 100 cubic feet

**Non-Residential Volume Charges (\$/ccf)**

Customer Class	FY 2016-17	FY 2017-18	FY 2018-19
Business	4.10	4.24	4.38
Irrigation	4.37	4.53	4.67
Hydrant	6.49	6.65	6.80
Wheeling	2.16	2.22	2.26

**PROPOSED THREE-YEAR TEMPORARY WASTEWATER RATE SUMMARY**

Customer Class	FY 2016-17	FY 2017-18	FY 2018-19
All Customers	2.64	2.64	2.64
Volume Charge (\$/ccf):			
Single Family	0.74	0.74	0.74
Multi Family	1.03	1.03	1.03
Non-Residential	1.45	1.45	1.45

**REASON FOR THE PROPOSED WATER & WASTEWATER RATE INCREASES**

The Proposed Water and Wastewater Rate Increases are necessary for the City to continue to provide safe and reliable water and wastewater services to the citizens of Arroyo Grande. Due to the essential and unprecedented decrease in water consumption, the City will not generate enough revenue to meet obligations for fiscal years 2016-17 through 2018-19. Due to the drought, the City’s water supply is restricted and all customers, existing and new, are required to conserve. However, the water and wastewater systems have large fixed costs, such as payments on debt, which must be paid regardless of the amount of water sold to customers. As the amount of water sold is reduced, the price per unit must be increased in order to generate sufficient revenue to cover these fixed costs. The proposed rates are temporary and are intended to be in effect until the drought ends and consumption returns to normal but no later than June 30, 2019, unless otherwise notified and noticed through an additional Proposition 218 process. Even with these proposed water and wastewater rate increases, the City will be required to reduce expenses and drawdown on fund reserves to meet its obligations. For further detail, please refer to the Water and Wastewater Financial Plan presented to City Council on May 10, 2016.

**WRITTEN PROTEST**

Pursuant to Proposition 218, you may submit a written protest against any or all of the Proposed Water and Wastewater Rate Increases to the City Clerk before the close of the Public Hearing referenced above (page 1).

A written protest must contain a statement that you protest the Proposed Water Rate Increases, the Proposed Wastewater Rate Increases, or both the Proposed Water and Wastewater Rate Increases, the address or assessor’s parcel number of the parcel or parcels which receive water and wastewater service and must be signed by either the owner or the tenant customer of the parcel or parcels. If the person signing the protest is not shown on the last equalized assessment roll of San Luis Obispo County as an owner of the property, the protest must contain, or be accompanied by, written evidence that such person is an owner of the property or tenant responsible for payment. Protest letters must include an original signature of the owner or tenant customer. Only one written protest will be counted per identified parcel.



***City of Arroyo Grande***

300 East Branch Street  
Arroyo Grande, CA 93420

Pre-Sort Standard  
U.S. Postage  
PAID  
Arroyo Grande  
California  
Permit #37

ECRWSS

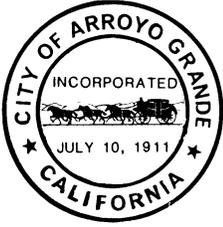
Written protests regarding the Proposed Water and Wastewater Rate Increases may be mailed to:

City of Arroyo Grande  
Attn: City Clerk  
300 E. Branch St  
Arroyo Grande, CA 93420

Written protests may also be personally delivered to the City Clerk at the Arroyo Grande City Hall (300 E. Branch Street, Arroyo Grande, CA). To be valid, a protest must be in writing, signed and received by the City Clerk before the close of the public hearing referenced above (page 1). Written protests will not be accepted by e-mail or by facsimile. Oral protests will not be counted in determining the existence of a majority protest.

If you have questions about the Proposed Water and Wastewater Rate Increases, please call the City of Arroyo Grande Financial Services Department at (805) 473-5438.

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## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: GEOFF ENGLISH, PUBLIC WORKS DIRECTOR**

**BY: JILL MCPEEK, CAPITAL IMPROVEMENT PROJECT MANAGER**

**SUBJECT: CONSIDERATION TO REJECT ALL BIDS FOR CONSTRUCTION OF THE CITY COUNCIL CHAMBERS ACCESSIBILITY IMPROVEMENT AND AUDIO, VIDEO AND SOUND SYSTEM PROJECT, PW 2015-14**

**DATE: AUGUST 9, 2016**

### RECOMMENDATION:

It is recommended the City Council:

1. Receive a presentation by Ravatt Albrecht & Associates, Inc. and Jensen Audio Visual presenting the overall project;
2. Reject all bids and direct staff to solicit new bids after modifications are made to the design.

### IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The FY 2015/16 Capital Improvement Program Budget includes \$410,000 for the subject project which includes \$160,000 of Public Access Television (PEG) funds.

The total cost of the project, if the current project were to be awarded, would as follows:

Construction (Base Bid = \$396,544, Add No. = \$16,759)	\$ 413,303
Construction Contingencies (20% ADA, 10% AV)	66,682
Const Mgt/Inspection/Advertise/Reproduction	57,865
Startup/Training of AV Equipment	3,450
Design (already awarded under a separate agreement)	45,571
Total	<u>\$586,871</u>

### BACKGROUND:

The City Council Chambers originally served as a Fire Station for the City. Currently, the ground floor of the building houses the City Council Chambers, a conference room, a shared bathroom facility, and a small kitchen. The configuration of the facility is less than optimal and there is a need to provide accessible facilities for those who are physically, hearing and/or visually impaired.

## **CITY COUNCIL**

### **CONSIDERATION TO REJECT ALL BIDS FOR CONSTRUCTION OF THE CITY COUNCIL CHAMBERS ACCESSIBILITY IMPROVEMENT AND AUDIO, VIDEO AND SOUND SYSTEM PROJECT, PW 2015-14**

**AUGUST 9, 2016**

**PAGE 2**

To address this, monies were included in the City's capital improvement program budget for a project with the primary intent to reconfigure the current ground floor layout to provide accessible restroom facilities, and to purchase and install new audio-visual equipment and a broadcast system that meets accessibility needs. Without a detailed design, an estimated amount was budgeted based on historical square footage prices and the amount of PEG funds available.

Following a competitive RFP process, architectural and audio-visual design firms were procured and the design process was initiated. Input during the design process was provided by various stakeholders including Council members, the City Manager, and staff from the Legislative & Information Services, Building, Public Works, Community Development and Police departments.

The design goals generally consisted of providing separate accessible men's and women's restroom facilities, a closed session room, accessible access to the dais, upgraded broadcasting, sound systems and video displays inside the Council Chambers, and an upgraded operator workstation. In addition, cabling for future security cameras and outside speakers, and relocation of artifacts to new locations within the Council Chamber or other City locations that may be more appropriate were included.

Upon completion of the design plans, a final opinion of probable costs was provided. Staff evaluated the costs and determined that with the amount budgeted for the project, to reduce costs some items could be accomplished utilizing in-house staff and some items could be included as bid additive items. The remaining items, which do reduce the ability of the project to address the needs of the project, were identified as the base bid and advertised to potential contractors. A non-mandatory pre-bid meeting was held to ensure all prospective bidders were informed of the objectives of the project and to highlight key components of the audio-visual improvements.

#### **ANALYSIS OF ISSUES:**

On July 26, 2016, one bid was received for the project with a base bid amount of \$396,544, and bid additives totaling \$82,026. Staff has reviewed the bid documentation and has determined that the bidder is responsible and that the bid is responsive. An award, if made, would be based on the Base Bid proposal. However, it is recommended that additive no. 1 be included due to the challenges of reinstalling existing carpet over the assisted hearing loop system in the Council Chambers. This results in a budget shortfall of \$176,871.

It is recommended that the project be reevaluated with an architect to see if there are any further areas that can be trimmed, investigate alternative design options, and to rebid the project at a later date in an effort to receive a lower bid.

**CITY COUNCIL  
CONSIDERATION TO REJECT ALL BIDS FOR CONSTRUCTION OF THE CITY  
COUNCIL CHAMBERS ACCESSIBILITY IMPROVEMENT AND AUDIO, VIDEO AND  
SOUND SYSTEM PROJECT, PW 2015-14  
AUGUST 9, 2016  
PAGE 3**

However, should the Council award the bid, staff would work with the contractor to attempt to identify and agree on additional potential areas for saving. The work would begin in September and be completed in December. During this time, meetings scheduled to be held in the Council Chambers will be relocated to other facilities as shown in Attachment 2.

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendation to reject all bids, investigate alternative design options, and direct staff to solicit new bids;
2. Reject all bids and direct staff to solicit new bids with the current design plans;
3. Award a construction contract consisting of the Base Bid and Additive No. 1 to Quincon, Inc. and appropriate \$176,871 from General Fund reserves; or
4. Provide direction to staff.

**ADVANTAGES:**

Rejecting the bid and allowing design modifications to the project may reduce construction costs without significant impacts to the project objectives.

**DISADVANTAGES:**

Rejecting the bid will delay the project and result in higher design costs.

**ENVIRONMENTAL REVIEW:**

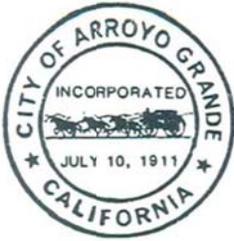
The project is categorically exempt from CEQA pursuant to Section 15301(a).

**PUBLIC NOTIFICATION AND COMMENTS:**

The agenda was posted at City Hall on Thursday, August 4, 2016. The agenda and staff report were posted on the City's website on Friday, August 5, 2016. No public comments were received as of the time of preparation of this report.

Attachment:

1. Bid Opening Log Sheet
2. Relocation of Council Chamber Meetings



**CITY OF ARROYO GRANDE  
BID OPENING LOG SHEET**

**DEADLINE: TUESDAY, JULY 26, 2016 – 2:00 PM**  
**PROJECT NAME: CITY COUNCIL CHAMBERS ACCESSIBILITY IMPROVEMENT  
AND AUDIO, VIDEO AND SOUND SYSTEM PROJECT**  
**PROJECT NO.: PW-2015-14**  
**ESTIMATED CONSTRUCTION COST: \$310,000**

<u>SUBMITTED BY:</u>	<u>BASE BID</u>	<u>ALTERNATE</u>	<u>TOTAL</u>
Quincon Grover Beach, CA	\$396,544.00	#1: \$16,759.00	
		#2: \$6,902.00	
		#3: \$1,027.00	
		#4: \$21,352.00	
		#5: \$29,805.00	
		#6: \$6,181.00	
	Base Bid + Alternates:		\$478,570.00

*Glenda Boner*

Glenda Boner, Administrative Secretary

C: Director of Public Works  
Capital Improvement Project Manager  
City Manager  
City Website

**RELOCATED COUNCIL/COMMISSION/BOARD MEETINGS**

**CITY COUNCIL**

September 13: Meeting at the South County Regional Center  
September 27: Meeting at the South County Regional Center  
October 11: Meeting at the South County Regional Center  
October 25: Meeting at the Woman's Club  
November 8: Meeting Cancelled (No facilities available on election night)  
November 22: Meeting at the South County Regional Center  
December 13: Meeting at the Woman's Club  
December 27: Meeting Cancelled (Historically due to holidays)

**PLANNING COMMISSION:**

September 6: Meeting at the South County Regional Center  
September 20: Meeting at the Woman's Club  
October 4: Meeting at the Woman's Club  
October 18: Meeting at the Woman's Club  
November 1: Meeting at the Woman's Club  
November 15: Meeting at the Woman's Club  
December 6: Meeting at the Woman's Club  
December 20: Meeting at the Woman's Club

**TRAFFIC COMMISSION:**

September 19: Meeting at the Woman's Club  
October 17: Meeting at the South County Regional Center  
November 21: Meeting at the South County Regional Center  
December 19: Meeting at the South County Regional Center

**PARKS & RECREATION COMMISSION:**

September 14: Meeting at the Elm Street Community Center  
October 12: Meeting at the Elm Street Community Center  
November 9: Meeting at the Elm Street Community Center  
December 14: Meeting at the Elm Street Community Center

SOUTH SLO COUNTY SANITATION DISTRICT:

September 7:	Meeting at Oceano Community Services District Boardroom
September 21:	Meeting at Oceano Community Services District Boardroom
October 5:	Meeting at Oceano Community Services District Boardroom
October 19:	Meeting at Oceano Community Services District Boardroom
November 2:	Meeting at Oceano Community Services District Boardroom
November 16:	Meeting at Oceano Community Services District Boardroom
December 7:	Meeting at Oceano Community Services District Boardroom
December 21:	Meeting at Oceano Community Services District Boardroom

SOUTH COUNTY AREA TRANSIT:

October 19:	Meeting at the Pismo Beach City Council Chambers
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