

LEMOORE

CALIFORNIA

JOINT LEMOORE CITY COUNCIL
★ LEMOORE REDEVELOPMENT
SUCCESSOR AGENCY MEETING
COUNCIL CHAMBER
429 "C" STREET
December 2, 2014

AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

7:30 pm REGULAR SESSION

- a. CALL TO ORDER
- b. PLEDGE OF ALLEGIANCE
- c. INVOCATION
- d. CLOSED SESSION REPORT(S)

PUBLIC COMMENT

This time is reserved for members of the audience to address the City Council/Agency Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council/Agency Board. It is recommended that speakers limit their comments to between 3 to 5 minutes each and it is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council/Agency Board on items on the Agenda should notify the Mayor/Chairman when that Agenda item is called. The Council/Agency Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council/Agency Board does not respond to public comment at this time. Speakers are asked to please use the microphone, and provide their name. Prior to addressing the Council/Agency Board, any handouts to be provided to City Clerk/Board Clerk who will distribute to Council/Agency Board and appropriate staff.

ELECTIONS BUSINESS – Section 1

- 1-1 Approve the Canvass of the November 4, 2014 Election – Resolution 2014-35 (Venegas)
- 1-2 Recognition of Outgoing Council Member Rodarmel (Mayor Wynne)
- 1-3 Administration of Oath of Office – Newly Elected Council Members (Venegas)
- 1-4 Report and Recommendation – City Council Reorganization – Election of Mayor and Mayor Pro Tem (Venegas)

Scheduled Reception

Items denoted with a ★ are Redevelopment Successor Agency items and will be acted upon by the Redevelopment Successor Agency Board. Agendas for all City Council/Redevelopment Successor Agency meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., Written communications from the public for the agenda must be received by Administrative Services no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. If you need special assistance, please call (559) 924-6705, at least 4 days prior to the meeting.

All items listed under Consent Calendar are considered to be routine and will be enacted by one motion. For discussion of any Consent Item, it will be made a part of the Regular Agenda at the request of any member of the City Council or any person in the audience.

CONSENT CALENDAR – Section 2

- 2-1 Approval – Minutes – Regular Meeting – November 18, 2014
- 2-2 Approval – Warrant Register 14-15 – November 26, 2014

PUBLIC HEARINGS – Section 3

No Public Hearings

NEW BUSINESS – Section 4

- 4-1 Report and Recommendation – Amendment 2 to Memorandum of Understanding with Lemoore Police Sergeants Unit (SU) (Austin)
- 4-2 Report and Recommendation – Memorandum of Understanding with Lemoore Police Officers Association (POA) – January 1, 2015 to December 31, 2017 (Austin)
- 4-3 Report and Recommendation – Memorandum of Understanding with Lemoore Police Sergeants Unit (SU) – January 1, 2015 to December 31, 2017 (Austin)

DEPARTMENT AND CITY MANAGER REPORTS – Section 5

- 5-1 Department Reports
- 5-2 City Manager Reports

CITY COUNCIL REPORTS AND REQUESTS – Section 6

- 6-1 City Council Reports
- 6-2 City Council Requests

PUBLIC COMMENT – CLOSED SESSION ITEMS

Council will immediately convene into closed session after hearing any public comment on Closed Session.

CLOSED SESSION

This time has been set aside for the City Council to meet in a closed session to discuss matters pursuant to Government Code Section 54956.9(d) (4). Based on the advice of the City Attorney, discussion in open session concerning these matters would prejudice the position of the City in this litigation. The Mayor will give an additional oral report regarding the Closed Session at the beginning of the next regular City Council meeting.

1. **Public Employee Evaluation – City Manager
Pursuant to Government Code Section 54957**
2. **Conference with Labor Negotiator
Agency Designated Representative: City Attorney Jenell Van Bindsbergen
Employee Organization: Unrepresented Employee – City Manager
Pursuant to Government Code Section 53957.6**

ADJOURNMENT

NOTICE: Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before or during consideration of the item. Those wishing to address Council on an item shall be limited to between 3-5 minutes and if a large group, the Mayor may request that individuals provide only new information not presented by another person.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 119 Fox Street, Lemoore, CA during normal business hours. In addition, most documents will be posted on the City's website at www.lemoore.com.

Tentative Future Agenda Items

December 16th

Appointments – Council Members to Board and Commissions
Appointments – Planning Commission / Parks and Recreation Commission / Downtown Merchants Advisory Committee
Antonio's Tree Service (Brandt)
Dissolve Lemoore Street Tree Committee (Wlaschin)
Kings EDC (Laws)
19 ½ Right of Way Acquisition (Hamilton)

January 2nd

PH – AB 1600 Development Impact Fees Annual Report FY 13/14 (Silva)
PH – Public Nuisance (Smtih)

January 20th

NAS Lemoore Master Plan Briefing (Capt Ashliman)
Update – Annexation of City's Boundary Limits across the Main East Canal to 17th Avenue (Laws)

PUBLIC NOTIFICATION

I, Mary J. Venegas, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above City Council/ Redevelopment Successor Agency Agenda for the meeting of December 2, 2014 at City Hall, 119 Fox Street St., Lemoore, CA, on November 26, 2014.

//s//

Mary J. Venegas
City Clerk

Mayor
Lois Wynne
Mayor Pro Tem
Willard Rodarmel
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Clerk**

119 Fox Street
Lemoore, CA 93245
Phone (559) 924-6700
Fax (559) 924-9003

Staff Report

ITEM NO. 1-1

To: Lemoore City Council
From: Janie Venegas, City Clerk 
Date: November 26, 2014 **Meeting Date:** December 2, 2014
Subject: Approve the Canvass of the November 4, 2014 Election –
Resolution 2014-35

Discussion:

Attached for Council review is Resolution No. 2014-35 approving the election results, the Official Canvass and Certification of Elections Results by the County Clerk; authorized by Resolution 2014-11 (this was done to authorize the election) approved by the Council in June which requested the Board of Supervisors to consolidate and canvass the elections.

Budget Impact:

None.

Recommendation:

That the City Council, by motion, approve Resolution 2014-35 approving the canvass of the November 4, 2014 election.

RESOLUTION NO. 2014-35

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LEMOORE DECLARING FACT OF CITY ELECTION
AND STATEMENT OF ELECTION RESULTS**

At a Regular Meeting of the City Council of the City of Lemoore duly called and held on December 2, 2014 at 7:30 p.m., it was moved by Council Member _____, seconded by Council Member _____ and carried that the following Resolution be adopted:

WHEREAS, the Lemoore City Council did adopt Resolution 2014-11 on June 3, 2014 requesting the Board of Supervisors of the County of Kings to permit the County Clerk to render specified services to the City of Lemoore relating to the conduct of the Municipal Election to be held in the City of Lemoore on November 4, 2014; and

WHEREAS, said General Municipal Election was held in the City of Lemoore, on Tuesday, November 4 2014, in accordance with the law, and pursuant to Resolution 2014-11, the County Clerk of the County of Kings did canvass the returns of said General Municipal Election held on November 4, 2014, and did certify to the Lemoore City Council said canvass and statement of results dated November 25, 2014, consisting of two (2) pages, a true copy of which is attached to this Resolution marked Exhibit "A".

WHEREAS, the conduct of said Election and the county of the votes were duly conducted as provided in the Elections Code; and

WHEREAS, said Election was for two (2) Council Members for a full term of four (4) years; and

WHEREAS, the Lemoore City Council did meet in Council Chamber on December 2, 2014, to declare the results of said Election in accordance with the provisions of the Elections Code.

NOW, THEREFORE, BE IT RESOLVED, that the Lemoore City Council hereby finds and declares that a General Municipal Election was held on November 4, 2014 in the City of Lemoore for the Election of two (2) Council Members, and that the results of said Election have been canvassed by the County Clerk of the County of Kings and that said Canvass shows the following results:

1. The total number of ballots cast at said Election was 4,135.

2. The names of the person being voted upon for the office of Council Member were:

Full Term of Four Years

Willard Rodarmel
Holly Andrade Blair
Jeff Chedester
Michael Montalbano
Raymond Madrigal

3. The number of votes given in the City and at each precinct to each person are fully set forth in said Canvass and Certification of Election Results.

BE IT FURTHER RESOLVED, that the Lemoore City Council hereby declares that the two (2) candidates having the highest number of votes elected for a full term of four (4) years to the City Council of the City of Lemoore are:

Jeff Chedester	<u>1,465</u>
Ray Madrigal	<u>2,112</u>

BE IT FURTHER RESOLVED, that the City Clerk make and sign a certificate of election to each such person elected and administer the oath of office thereto.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Lemoore held on the 2nd day of December 2014 by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

ATTEST:

APPROVED:

Mary J. Venegas, City Clerk

Lois Wynne, Mayor

**CERTIFICATION OF
CLERK/REGISTRAR OF VOTERS
OF THE RESULTS OF THE CANVASS
OF THE NOVEMBER 4, 2014, STATEWIDE
GENERAL ELECTION**

STATE OF CALIFORNIA }
COUNTY OF KINGS } ss.

I, **KRISTINA McKAY**, Assistant County Clerk/Registrar of Voters, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Statewide Direct Primary Election held in said County on November 4, 2014, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 25th day of November, 2014.



Kristina McKay, Assistant Assessor/Clerk/Recorder

A handwritten signature in cursive script, appearing to read "Kristina McKay", is written over a horizontal line.

By _____
Deputy

100044	NON-PARTISAN LEMOORE MEMBER OF CITY COUNCIL													
	Registration	Ballots Cast	Turnout (%)		WILLARD RODARMEL	HOLLY ANDRADE BLAIR	JEFF A. CHEDESTER	MICHAEL MONTALBANO	RAYMOND C. MADRIGAL					
CONSOLIDATED 101 0101	782	141	18.03		34	33	62	19	68					
CONSOLIDATED 101 - Vote by M	782	208	26.60		55	55	90	26	98					
CONSOLIDATED 102 0102	1356	204	15.04		36	61	59	32	98					
CONSOLIDATED 102 - Vote by M	1356	268	19.76		80	87	59	40	132					
CONSOLIDATED 103 0103	2129	378	17.75		97	96	136	84	207					
CONSOLIDATED 103 - Vote by M	2129	575	27.01		175	160	202	75	319					
CONSOLIDATED 104 0104	326	56	17.18		10	12	27	6	31					
CONSOLIDATED 104 - Vote by M	326	99	30.37		25	15	46	14	67					
CONSOLIDATED 105 0105	942	180	19.11		61	43	84	22	79					
CONSOLIDATED 105 - Vote by M	942	302	32.06		65	57	142	54	171					
CONSOLIDATED 306 0306	641	96	14.98		47	26	18	19	40					
CONSOLIDATED 306 - Vote by M	641	189	29.49		78	46	60	40	85					
CONSOLIDATED 307 0307	1343	223	16.60		65	76	74	51	94					
CONSOLIDATED 307 - Vote by M	1343	374	27.85		111	120	132	45	170					
CONSOLIDATED 308 0308	541	87	16.08		23	24	15	19	43					
CONSOLIDATED 308 - Vote by M	541	121	22.37		33	38	35	16	65					
CONSOLIDATED 1101 1101	251	0	0.00		0	0	0	0	0					
CONSOLIDATED 1101 - Vote by	251	125	49.80		30	30	40	19	67					
CONSOLIDATED 1102 1102	126	0	0.00		0	0	0	0	0					
CONSOLIDATED 1102 - Vote by	126	68	53.97		21	9	35	8	41					
CONSOLIDATED 1103 1103	332	0	0.00		0	0	0	0	0					
CONSOLIDATED 1103 - Vote by	332	142	42.77		49	29	57	18	70					
CONSOLIDATED 1104 1104	0	0	0.00		0	0	0	0	0					
CONSOLIDATED 1104 - Vote by	0	0	0.00		0	0	0	0	0					
CONSOLIDATED 1105 1105	0	0	0.00		0	0	0	0	0					
CONSOLIDATED 1105 - Vote by	0	0	0.00		0	0	0	0	0					
CONSOLIDATED 1311 1311	291	0	0.00		0	0	0	0	0					
CONSOLIDATED 1311 - Vote by	291	138	47.42		45	28	41	14	85					
CONSOLIDATED 1312 1312	232	0	0.00		0	0	0	0	0					
CONSOLIDATED 1312 - Vote by	232	102	43.97		35	15	35	10	55					
CONSOLIDATED 1329 1329	114	0	0.00		0	0	0	0	0					
CONSOLIDATED 1329 - Vote by	114	36	31.58		12	11	8	12	17					
CONSOLIDATED 1330 1330	45	0	0.00		0	0	0	0	0					
CONSOLIDATED 1330 - Vote by	45	23	51.11		2	5	8	6	10					
Precinct Totals	9451	1365	14.44		373	371	475	232	660					
Vote by Mail Totals	9451	2770	29.31		816	705	990	397	1452					
Grand Totals	9451	4135	43.75		1189	1076	1465	629	2112					
21st CONGRESSIONAL	9451	4135	43.75		1189	1076	1465	629	2112					
14th SENATE	9451	4135	43.75		1189	1076	1465	629	2112					
32nd ASSEMBLY	9451	4135	43.75		1189	1076	1465	629	2112					
1st BD OF EQUALIZATION	9451	4135	43.75		1189	1076	1465	629	2112					
1st SUPE DISTRICT	6244	2746	43.98		738	687	1039	397	1448					
3rd SUPE DISTRICT	3207	1389	43.31		451	389	426	232	864					
KINGS COUNTY	9451	4135	43.75		1189	1076	1465	629	2112					
LEMOORE	9451	4135	43.75		1189	1076	1465	629	2112					

Proclamation of the Mayor of the City of Lemoore

In Recognition of:

Willard Rodarmel

Lemoore City Council Member

2006 – 2014

Whereas, Willard Rodarmel began serving the City of Lemoore as a Council Member on December 5, 2006; and,

Whereas, Willard Rodarmel has taken on different roles during his time with Lemoore City Council, he has served his time as a Council Member, Mayor and completing his current term as Mayor Pro Tem; and,

Whereas, Willard Rodarmel, a native of Merced, came to Lemoore in 1960 where he attended Mary Immaculate Queen School, then on to Lemoore High School, he then earned an AA degree in Business Management from West Hills Community College and became a local business owner; and,

Whereas, Willard Rodarmel is an asset to the community having served two terms on Lemoore City Planning Commission, serving as a volunteer Firefighter for 30 years and also as a member of the Lemoore Rotary Club; and,

Whereas, Willard Rodarmel has always kept the City of Lemoore's, along with its Citizens, best interest in mind when making decisions, striving to improve the development, safety, and health of the community; and,

Whereas, Willard Rodarmel has honorably served the Citizens of Lemoore for 8 years, he will be leaving an indelible print on the Community and will undoubtedly be missed, although he will not be lost as a friend, inspiration, and encouragement to many people within the community.

Now, Therefore, Be It Resolved, that the City Council of the City of Lemoore does hereby recognize and share its appreciation for Willard Rodarmel's years of service and commitment to the Lemoore Community.

In Witness Whereof, I, Lois Wynne, Mayor of the City of Lemoore, have set my hand and caused the Seal of the City to be affixed this 2nd day of December 2014.

Lois Wynne, Mayor

Mayor
Lois Wynne
Mayor Pro Tem
Willard Rodarmel
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Clerk**

119 Fox Street
Lemoore, CA 93245
Phone (559) 924-6700
Fax (559) 924-9003

Staff Report

ITEM NO. 1-4

To: Lemoore City Council
From: Janie Venegas, City Clerk 
Date: November 26, 2014 **Meeting Date:** December 2, 2014
Subject: City Council Reorganization – Election of Mayor and Mayor Pro Tem

Discussion:

Now that the new Council is seated it is time for the reorganization of the Council, the election of the Mayor and Mayor Pro Tem. While Lemoore's Municipal Code is silent on the election of the Mayor and Mayor Pro Tem; the City's practice has been to hold an election of the Mayor and Mayor Pro Tem among the Council Members every two years.

Duties of the Mayor include:

1. The Mayor presides over the Regular and Special meetings of the Council.
 - a. Keeps the discussion focused on the issues.
 - b. Prevents overly dominant members from having a disproportionate influence.
 - c. Solicits opinions, feelings, and positions from reticent members.
 - d. Discourages finger pointing and blame-oriented statements or questions.
 - e. Protects colleagues and staff from verbal attacks.
 - f. Encourages the generation of alternative solutions.
 - g. Protects new thought from being rejected prior to consideration.
 - h. Delays evaluation and analysis of alternatives until all are on the table.
 - i. Moves the meeting along and does not let the elected body drift off the subject at hand.
 - j. Guides the process of screening alternative and selecting a solution.
 - k. Attempts to build consensus among members during the meetings only.
2. The Mayor also has the authority to call Special Council meetings.
3. The Mayor has the authority to cancel Regular Council meetings.
4. The Mayor has the authority to suppress disorderly conduct at meetings held in the Council Chamber with the aid of the Police Chief or a Police Officer.
5. Committee/Commission appointments by the Mayor are subject to the consensus of the Council.
6. The Mayor is required to sign all Ordinances, Resolutions and City Council minutes.
7. The Mayor signs all letters from the Council.
8. The Mayor approves and signs all Proclamations.
9. The Mayor represents the City at Civic and Community functions such as:

- a. The Chamber of Commerce Annual Meeting (Proclamations presented for Citizen of the Year, Business of the Year, Organization of the Year)
- b. The Chamber Ag Dinner (Proclamations presented for Agriculturalist of the Year, Agricultural Supporter of the Year)
- c. Quarterly City/County Coordinating meetings
- d. Possible service club meetings
- e. Usually attends 5 South San Joaquin Valley Division League of California Cities meetings
- f. Miscellaneous meetings where the Mayor's presence is requested

The Mayor Pro Tem assumes the duties of the Mayor when the Mayor is not available.

Reorganization Procedure:

The City Clerk will chair the reorganization process. The chair shall call for nominations. Any Council Member may nominate another Council Member or himself/herself. When there are no further nominations, the chair will close the nominations and call for a motion to approve a nominee. A Council Member may make a motion to approve any of the nominees. If the motion fails, a Council Member may make a motion to approve a different nominee. Upon a second and a majority vote of the Council, a nominee shall become the Mayor. The same process is followed for the position of Mayor Pro Tem.

Budget Impact:

The City Council Members receive a stipend of \$300.00 per month. The Mayor receives an additional \$100.00 per month for a total of \$400.00 per month.

Recommendation:

Staff recommends that the City Council initiate the process for the election of the Mayor and Mayor Pro Tem.

November 18, 2014 Minutes
Study Session Joint City Council /
★ Redevelopment Successor Agency Meeting

CALL TO ORDER:

At 5:30 p.m. the meeting was called to order.

ROLL CALL: Mayor/Chairman: WYNNE
Mayor Pro Tem/Vice Chair: RODARMEL
Council/Board Members: MADRIGAL, NEAL, SIEGEL

City Staff and Contract Employees Present: City Manager Laws; City Attorney Van Bindsbergen, Public Works/Planning Director Wlaschin; Parks and Recreation Director Simonson; Finance Director Silva; Police Chief Smith; City Clerk Venegas.

PUBLIC COMMENT

There was no public comment.

STUDY SESSION – Section SS

SS-1 FootGolf

Parks and Recreation Director Simonson explained that FootGolf is a combination of soccer and golf. Instead of using a club to strike the golf ball towards the hole, a person uses their leg and strikes a regulation soccer ball towards a designated FootGolf hole. FootGolf hole distances are shorter than regular golf course holes and 18 holes of FootGolf can be placed on 9 regulation holes of golf. A short video clip from KMPH was shown.

Myeisha Neal and Tom Reed spoke.

Council directed staff to take item to Parks and Recreation Commission and bring back to Council with adequate notice provided to the public so that they can speak on this item.

SS-2 Proposition 47 Overview

Police Chief Smith stated many crimes that were previously classified as felonies are now reclassified as misdemeanors. The initiative specifically reduces the penalty for non-serious and non-violent property and drug crimes from a felony to a misdemeanor, unless the offender has prior convictions for violent and serious crimes. Prop. 47 permits resentencing for anyone currently serving a prison sentence for any of the offenses reclassified in Prop. 47 as misdemeanors and certain offenders who have already completed a sentence for one of those felonies may apply to the court to have their convictions changed to misdemeanors. Proposition 47 is a constitutional amendment, it went into effect immediately after the voters enacted it, therefore must be complied with immediately.

Police Chief Smith believes crime will go up.

Joe Johnson and Tom Reed spoke.

PUBLIC COMMENT – CLOSED SESSION ITEM(S)

There was no public comment.

At 6:14 p.m. Council adjourned to Closed Session.

CLOSED SESSION

- 1. Public Employee Evaluation – City Manager
Pursuant to Government Code Section 54957**

ADJOURNMENT

At 7:00 p.m. Council adjourned.

November 18, 2014 Minutes

Regular Joint City Council /

★ Redevelopment Successor Agency Meeting

CALL TO ORDER:

At 7:30 p.m. the meeting was called to order.

ROLL CALL: Mayor/Chairman: WYNNE
Mayor Pro Tem/Vice Chair: RODARMEL
Council/Board Members: MADRIGAL, NEAL, SIEGEL

City Staff and contract employees present: City Manager Laws, City Attorney Van Bindsbergen; Public Works/Planning Director Wlaschin; Parks and Recreation Director Simonson; Finance Director Silva; Police Chief Smith; Project Manager Holwell; City Clerk Venegas.

ANNOUNCEMENT FROM CLOSED SESSION

There was no announcement.

PUBLIC COMMENT

There was no public comment.

CEREMONIAL / PRESENTATIONS – Section 1

1-1 Recognition of New Volunteer’s in Policing

Police Chief Smith recognized the current Volunteer’s in Policing in attendance.

Police Chief Smith recognized Elizabeth Huerta, Ricky Aguigui, Mark Rogers, Gabriel Borba, David Mansfield, Michael Fite, and Ruben Molina as the graduates of the Lemoore Citizens’ Academy Class #18. Mark Rogers and Gabriel Borba were not in attendance due to work obligations.

Police Chief Smith presented each with their department issued VIP ID cards.

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CONSENT CALENDAR – Section 2

Council Member Neal requested item 2-2 be pulled from the Consent Calendar for separate consideration.

Mayor Wynne requested Item 2-1 be pulled from the Consent Calendar for separate consideration.

- 2-1 Approval – Minutes – Regular Meeting – November 4, 2014
- 2-2 Approval – Warrant Register 14-15 – November 14, 2014
- 2-3 Approval – Notice of Completion – CNG Maintenance Facility
- 2-4 Approval – Parcel Improvement Agreement – Parcel Map No. 20-24 between the City of Lemoore and Tom Vorhees
- 2-5 Approval – Street Closure – Christmas Tree Raising Ceremony – November 30, 2014
- ★ 2-6 Approval – Warrant Register 14-15 Successor Agency Pursuant to Enforceable Obligation Payment Schedule – November 14, 2014
- 2-7 Approval – Biennial Review of Conflict of Interest – Resolution 2014-34

Motion by Council Member Rodarmel, seconded by Council Member Madrigal to approve the Consent Calendar as presented excluding Item 2-1 and item 2-2.

Ayes: Rodarmel, Madrigal, Neal, Siegel, Wynne

- 2-1 Approval – Minutes – Regular Meeting – November 4, 2014

Motion by Council Member Rodarmel, seconded by Council Member Madrigal to approve Item 2-1.

Ayes: Rodarmel, Madrigal, Neal, Siegel
Abstain: Wynne

- 2-2 Approval – Warrant Register 14-15 – November 14, 2014

Motion by Council Member Rodarmel, seconded by Council Member Madrigal to approve Item 2-2.

Ayes: Rodarmel, Madrigal, Neal, Siegel, Wynne

PUBLIC HEARINGS – Section 3

There were no public hearings.

NEW BUSINESS – Section 4

4-1 Report and Recommendation – Budget Adjustment – Cinnamon Municipal Complex Bathroom Renovations

Parks and Recreation Director Simonson thanked the Volunteers in Policing for all of their assistance with various events.

Motion by Council Member Rodarmel, seconded by Council Member Neal, approve the remodeling of the Recreation Center restrooms and the one-time expense from the Facilities/Infrastructure Fund.

Ayes: Rodarmel, Neal, Madrigal, Siegel, Wynne

4-2 Report and Recommendation – Lemoore Golf Course Operations – Short Term Contracts for Management and Food and Beverage Services

Alisa McCarthy and Max Vernon spoke.

Motion by Council Member Siegel, seconded by Council Member Madrigal, to authorize the City Attorney to draft the required short term contracts to Tom Ringer for management of the Golf Course and Maximillian Vernon for Food and Beverage Service for the Golf Course as stated and authorize the City Manager to execute approved short term contracts.

Ayes: Siegel, Madrigal, Neal, Rodarmel, Wynne

DEPARTMENT AND CITY MANAGER REPORTS – Section 5

5-1 Department Reports

No Department reports.

5-2 City Manager Reports

City Manager Laws reminded Council of the following items:

Tree Raising Ceremony November 30th at 2 p.m.

Christmas Parade December 6th at 6pm (please be there by 5:30 p.m. as in the parade)

City Offices are closed Thursday, November 27th and Friday, November 28th

CITY COUNCIL REPORTS AND REQUESTS – Section 6

6-1 City Council Reports

Mayor Pro Tem Rodarmel thanked the citizens of Lemoore for entrusting him with eight years of service.

Mayor Wynne thanked Mr. Rodarmel for his service. She wished everyone a happy Thanksgiving.

Council Member Siegel asked if staff could look into midget racing at the Lemoore Raceway as he was informed that Stoney's and Kay Promotions will no longer run it.

6-2 City Council Requests

No City Council requests.

ADJOURNMENT

At 8:26 p.m. the meeting adjourned.

ATTEST:

APPROVED:

Mary J. Venegas, City Clerk

Lois Wynne, Mayor

PEI
 DATE: 11/26/2014
 TIME: 09:41:07

CITY OF LEMOORE
 EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
 AUDIT11

SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
 ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
 BUDGET UNIT - 4211 - CITY COUNCIL

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
6 /15	11/26/14	21		269146	6377 THE CRISCOM COMP		3,500.00	.00	BUSINESS SERVICES/DEC
TOTAL						.00	3,500.00	.00	
TOTAL					CITY COUNCIL	.00	3,500.00	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
6 /15	11/26/14	21		5502596606	0373 PITNEY BOWES, IN		140.70	.00	RED INK CARTRIDGE
TOTAL					OPERATING SUPPLIES	.00	140.70	.00	
4310					PROFESSIONAL CONTRACT SVC				
6 /15	11/26/14	21		9404463643	5352 SHRED-IT USA- FR		82.08	.00	SHREDDING SERVICES
6 /15	11/26/14	21		15784016FP	6544 TULARE COUNTY AS		80.00	.00	BLUE PRINT CONFERENCE
6 /15	11/26/14	21		2014-11	6226 SUSAN WELLS		350.00	.00	PROF SERVICES NOV
TOTAL					PROFESSIONAL CONTRACT SVC	.00	512.08	.00	
4320					MEETINGS & DUES				
6 /15	11/26/14	21		11242014	T563 BROOKE AUSTIN		30.02	.00	REIMB/CSJVRMA MEETING
TOTAL					MEETINGS & DUES	.00	30.02	.00	
TOTAL					CITY MANAGER	.00	682.80	.00	

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ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4215 - FINANCE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
6 /15	11/26/14	21		9404463723	5352 SHRED-IT USA- FR		19.31	.00	SHREDDING SERVICES
TOTAL					PROFESSIONAL CONTRACT SVC	.00	19.31	.00	
4320					MEETINGS & DUES				
6 /15	11/26/14	21		LEM2015	5979 SUNGARD PUBLIC S		97.50	.00	MEMBERSHIP RENEWAL
TOTAL					MEETINGS & DUES	.00	97.50	.00	
TOTAL					FINANCE	.00	116.81	.00	

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 ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
 BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
6 /15	11/26/14	21		619-36275810	1547 UNISOURCE		307.42	.00	SANITARY SUPPLIES
6 /15	11/26/14	21		3703-9	2983 FRAZEE PAINT & W		27.67	.00	PAINT/RECYCLING FEE
6 /15	11/26/14	21		CALEM12878	5866 FASTENAL COMPANY		43.16	.00	AC VOLT DETECT
6 /15	11/26/14	21		4090-0	2983 FRAZEE PAINT & W		371.20	.00	TURF STRIPER/PAINT
6 /15	11/26/14	21		CALEM12963	5866 FASTENAL COMPANY		205.99	.00	GLOVES
6 /15	11/26/14	21		9591148896	0521 GRAINGER		79.83	.00	ANITSLIP TAPE
6 /15	11/26/14	21		901159242	1889 NORTHERN SAFETY		127.40	.00	SAFETY JACKET
TOTAL						.00	1,162.67	.00	
4230									REPAIR/MAINT SUPPLIES
6 /15	11/26/14	21		CALEM12951	5866 FASTENAL COMPANY		141.07	.00	ADJUST COMPART/CATCH
6 /15	11/26/14	21		CALEM12878	5866 FASTENAL COMPANY		121.93	.00	ADLC VERT/HINGE PIN
TOTAL						.00	263.00	.00	
4310									PROFESSIONAL CONTRACT SVC
6 /15	11/26/14	21		0066839	1259 ADVANCED PEST CO		150.00	.00	CINNAMON DR/REC
6 /15	11/26/14	21		15473	T909 ASSOCIATED SOILS		2,700.00	.00	THIRD QUARTER REPORT
6 /15	11/26/14	21		15497	T909 ASSOCIATED SOILS		15,140.59	.00	OCTOBER SERVICES
6 /15	11/26/14	21		SAP38033	6086 CPS HR CONSULTIN		175.37	.00	CLERICAL EXAM
6 /15	11/26/14	21		11202014	T1595 HANNSELTHILL CA		50.00	.00	CMC CLEAN UP
6 /15	11/26/14	21		1456	6506 GOPHER GRABBERS		150.00	.00	RODENT SERVICE
6 /15	11/26/14	21		10/20-11/20	6283 ERIK SURWILL		648.00	.00	JANITORIAL REC CENTER
6 /15	11/26/14	21		3002	6543 KINGS INDUSTRIAL		25.00	.00	DRUG SCREENING
TOTAL						.00	19,038.96	.00	
4340									UTILITIES
6 /15	11/26/14	21		OCT-NOV14	0423 THE GAS COMPANY		593.12	.00	10/16/14-11/17/14
TOTAL						.00	593.12	.00	
4350									REPAIR/MAINT SERVICES
6 /15	11/26/14	21		80679233	6480 SIMPLEXGRINEELL		2,480.55	.00	SPRINKLER RENOVATION
6 /15	11/26/14	21		1799	6358 VISALIA AWNINGS		800.00	.00	CIVIC AWNING/ LABOR
6 /15	11/26/14	21		25507	0520 WINDTAMER TARPS		25.00	.00	BLUE VINYL REPAIR
6 /15	11/26/14	21		010339	0005 A-1 ALLSTAR PLUM		370.86	.00	RPLC VALVE FOUNTAIN
6 /15	11/26/14	21		010156	0005 A-1 ALLSTAR PLUM		145.32	.00	REPAIRED DRAIN
TOTAL						.00	3,821.73	.00	
4380									RENTALS & LEASES
6 /15	11/26/14	21		076861037	0483 XEROX CORPORATIO		42.88	.00	PRINTER OCTOBER
TOTAL						.00	42.88	.00	
4825									MACHINERY & EQUIPMENT
6 /15	11/26/14	21		14-62262	2362 PATRICK ENTERPRI		487.50	.00	CALCM GYPSUM
TOTAL						.00	487.50	.00	
TOTAL						.00	25,409.86	.00	MAINTENANCE DIVISION

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ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4825								MACHINERY & EQUIPMENT

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
 ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
 BUDGET UNIT - 4221 - POLICE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
6 /15	11/26/14	21		XJK9PW7F5C	2454 DELL COMPUTER CO		1,164.32	.00	COMPUTER
6 /15	11/26/14	21		4986	3010 THE ANIMAL HOUSE		75.02	.00	DOG FOOD
6 /15	11/26/14	21		5458285	6418 OPTICSPLANET.COM		3,170.60	.00	NIGHT VISION GEAR
TOTAL						.00	4,409.94	.00	
4310									PROFESSIONAL CONTRACT SVC
6 /15	11/26/14	21		001-001317	5814 CITY OF HANFORD		13,902.61	.00	DISPATCH SRVC/NOV
6 /15	11/26/14	21		001-001343	5814 CITY OF HANFORD		13,902.61	.00	DISPATCH SRVC/DEC
6 /15	11/26/14	21		STANI-006773	6542 COVANTA STANISLA		271.66	.00	EVIDENCE DESTRUCTION
6 /15	11/26/14	21		172587	5035 LEMOORE ANIMAL C		38.00	.00	EXAM/STRAY
6 /15	11/26/14	21		172881	5035 LEMOORE ANIMAL C		105.71	.00	EXAM/STRAY
TOTAL						.00	28,220.59	.00	
4320									MEETINGS & DUES
6 /15	11/26/14	21		OCT*13-17	T349 ROCHA, LISA		672.36	.00	RIMS CONF/HOTEL
TOTAL						.00	672.36	.00	
4840AR									AUTOS/TRKS ASSET REPLACE
6 /15	11/26/14	21		6870	5829 JONES BOYS LLC		737.50	.00	UNIT #39 LOGO/DECALS
6 /15	11/26/14	21	6806	-01 F5534	6457 NATIONAL AUTO FL		26,998.16	-26,998.16	2015 FORD SUPER DUTY
6 /15	11/26/14	21	6806	-02 F5534	6457 NATIONAL AUTO FL		2,024.86	-2,024.86	TAX
6 /15	11/26/14	21	6806	-03 F5534	6457 NATIONAL AUTO FL		8.75	-8.75	TIRE FEE
TOTAL						.00	29,769.27	-29,031.77	
TOTAL						.00	63,072.16	-29,031.77	POLICE

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 ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
 BUDGET UNIT - 4222 - FIRE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230									
6 /15	11/26/14	21		0000190014	0053 BAUER COMPRESSOR		391.30	.00	SENSOR
TOTAL						.00	391.30	.00	
4310									
6 /15	11/26/14	21		001-001317	5814 CITY OF HANFORD		10,426.95	.00	DISPATCH SRVC/NOV
6 /15	11/26/14	21		001-001343	5814 CITY OF HANFORD		10,426.95	.00	DISPATCH SRVC/DEC
TOTAL						.00	20,853.90	.00	
4350									
6 /15	11/26/14	21		0000190014	0053 BAUER COMPRESSOR		590.00	.00	AIR TEST
TOTAL						.00	590.00	.00	
4360									
6 /15	11/26/14	21		11242014	0313 LEMOORE VOLUNTEE		343.00	.00	REIMB/LIVE SCANS/EMT
6 /15	11/26/14	21		11242014	0313 LEMOORE VOLUNTEE		868.00	.00	REIMB/EMT STATE CERT
6 /15	11/26/14	21		11242014	0313 LEMOORE VOLUNTEE		490.00	.00	REIMB/NATL REGISTRY
TOTAL						.00	1,701.00	.00	
4365									
6 /15	11/26/14	21		7	5758 MARK FERNANDES		1,000.00	.00	WEED ABATEMENT SRVCS
6 /15	11/26/14	21		8	5758 MARK FERNANDES		1,300.00	.00	WEED ABATEMENT SRVCS
TOTAL						.00	2,300.00	.00	
TOTAL						.00	25,836.20	.00	

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FUND - 001 - GENERAL FUND
BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
6 /15	11/26/14	21		19822	2400 NAFFA INTERNATIO		960.00	.00	PROF SRVS/BELLE HAVEN
TOTAL						.00	960.00	.00	
4330									
6 /15	11/26/14	21		INV0476963	4026 INTERNATIONAL CO		198.59	.00	GUIDEBOOKS
TOTAL						.00	198.59	.00	
4380									
6 /15	11/26/14	21		076861037	0483 XEROX CORPORATIO		27.74	.00	PRINTER OCTOBER
TOTAL						.00	27.74	.00	
TOTAL						.00	1,186.33	.00	

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ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
BUDGET UNIT - 4230 - PUBLIC WORKS

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
6 /15	11/26/14	21		XJKCP1115	2454 DELL COMPUTER CO		994.45	.00	COMPUTER
6 /15	11/26/14	21		XJK9PWF7	2454 DELL COMPUTER CO		921.29	.00	COMPUTER
TOTAL					OPERATING SUPPLIES	.00	1,915.74	.00	
4310					PROFESSIONAL CONTRACT SVC				
6 /15	11/26/14	21		001033823	0276 KLEINFELDER INC.		3,455.00	.00	LEMOORE AVE/GOLF LINK
TOTAL					PROFESSIONAL CONTRACT SVC	.00	3,455.00	.00	
4380					RENTALS & LEASES				
6 /15	11/26/14	21		076861037	0483 XEROX CORPORATIO		27.74	.00	PRINTER OCTOBER
TOTAL					RENTALS & LEASES	.00	27.74	.00	
TOTAL					PUBLIC WORKS	.00	5,398.48	.00	

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 ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
 BUDGET UNIT - 4231 - STREETS

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
6 /15	11/26/14	21		2014809	5306 T&T PAVEMENT MAR		2,462.24	.00	HIP/VINYL/OVERLAY
6 /15	11/26/14	21		2877-443679	5333 MEDALLION SUPPLY		114.22	.00	26W CFL LMP
6 /15	11/26/14	21		2877-443680	5333 MEDALLION SUPPLY		76.19	.00	UNV PSN HT W
6 /15	11/26/14	21		2877-443369	5333 MEDALLION SUPPLY		194.74	.00	SIV-C7-SOCKGN
TOTAL						.00	2,847.39	.00	
4340									UTILITIES
6 /15	11/26/14	21		NOV047515895	0363 P G & E		537.72	.00	10/17/2014-11/17/2014
6 /15	11/26/14	21		OCT*67800681	0363 P G & E		87.89	.00	10/15/2014-11/13/2014
TOTAL						.00	625.61	.00	
4350									REPAIR/MAINT SERVICES
6 /15	11/26/14	21		382,269	5372 FRANCHISE TAX BO		194.13	.00	GARNISMENT
6 /15	11/26/14	21		382,270	5372 FRANCHISE TAX BO		87.75	.00	GARNISMENT
6 /15	11/26/14	21		382,269	0227 INGRAM DIGITAL E		582.37	.00	SPIKE SUPPRESSOR INST
6 /15	11/26/14	21		382,270	0227 INGRAM DIGITAL E		263.25	.00	TRAFFIC SIGNAL ADJ
TOTAL						.00	1,127.50	.00	
TOTAL						.00	4,600.50	.00	STREETS

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 ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
 BUDGET UNIT - 4242 - RECREATION

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220					OPERATING SUPPLIES				
6 /15	11/26/14	21		18526	2045 BUDDY'S TROPHIES		217.69	.00	VETERANS 5K/MEDALS
6 /15	11/26/14	21		066552	2399 DEPARTMENT OF JU		79.00	.00	VOLUNTEER FINGERPRINT
6 /15	11/26/14	21		7103	5829 JONES BOYS LLC		1,094.35	.00	VETERANS MEM T-SHIRTS
TOTAL					OPERATING SUPPLIES	.00	1,391.04	.00	
4310					PROFESSIONAL CONTRACT SVC				
6 /15	11/26/14	21		1510	6099 BOCKYN,LLC		250.00	.00	DEC 14 SOFTWARE MAINT
6 /15	11/26/14	21		11202014	6536 STAN BARRY		143.00	.00	ARCHERY NOVEMBER
6 /15	11/26/14	21		11202014	T1444 JOE CORREIA		450.00	.00	SOCCER ATTENDANT
6 /15	11/26/14	21		10/19-11/24	6291 SANTIAGO COVARRU		450.00	.00	INDOOR SOCCER REFEREE
6 /15	11/26/14	21		11202014	6229 TARA RODRIGUEZ		154.00	.00	KINDERMUSIK NOVEMBER
6 /15	11/26/14	21		11212014	5235 STATE DISBURSEME		309.05	.00	NOV CHILD SUPPORT
6 /15	11/26/14	21		11202014	5614 CHRISTINA DE LA		208.25	.00	ZUMBA NOVEMBER
6 /15	11/26/14	21		11202014	T1329 JENNIFER SHELDON		52.50	.00	PEE WEE FIT NOVEMBER
6 /15	11/26/14	21		11202014	6371 MANUEL VELARDE		140.00	.00	KARATE NOVEMBER
6 /15	11/26/14	21		11112014	6545 OLIVIA THOMPSON		28.00	.00	MEDITATION NOVEMBER
6 /15	11/26/14	21		10/18-11/22	T1732 MOMBERGER, BREND		279.00	.00	FOOTBALL SCOREKEEPER
6 /15	11/26/14	21		10/18-11/22	T1316 FORD, BRIANNE		270.00	.00	FOOTBALL CONCESSIONS
6 /15	11/26/14	21		11202014	5962 JASON GLASPIE		309.05	.00	BOXING NOVEMBER
6 /15	11/26/14	21		11202014	6505 VANESSA GONZALEZ		297.50	.00	DRAMA NOVEMBER
6 /15	11/26/14	21		11202014	6257 RYAN ROCHA		4,367.00	.00	CROSSFIT NOVEMBER
6 /15	11/26/14	21		10/18-11/22	T922 RAY GREENLEE		260.00	.00	FLAG FOOTBALL REFEREE
6 /15	11/26/14	21		10/18-11/22	6524 AUSTIN JIMMEYE		460.00	.00	FOOTBALL REFEREE
6 /15	11/26/14	21		10/18-11/22	5935 JOE JIMMEYE		460.00	.00	FOOTBALL REFEREE
6 /15	11/26/14	21		11202014	5674 JENNIFER MELENDE		343.00	.00	CHEERLEADING NOVEMBER
6 /15	11/26/14	21		10/18-11/22	6525 ANTONIO MARTINA		260.00	.00	FOOTBALL REFEREE
6 /15	11/26/14	21		10/18-11/22	0040 LARRY AVILA		420.00	.00	FOOTBALL REFEREE
6 /15	11/26/14	21		11202014	5587 BRENT RUSSELL PA		73.50	.00	PHOTOGRAPHY NOVEMBER
6 /15	11/26/14	21		10/22-11/13	T1586 JOSE PEREZ		325.00	.00	SOCCER REFEREE
TOTAL					PROFESSIONAL CONTRACT SVC	.00	10,308.85	.00	
TOTAL					RECREATION	.00	11,699.89	.00	
TOTAL					GENERAL FUND	.00	141,503.03	-29,031.77	

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ACCOUNTING PERIOD: 5/15

FUND - 027 - TE/STP(RTPA)EXCHANGE FUND
BUDGET UNIT - 4727B - 2013/15 STREET OVERLAYS

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4318				ENGINEERING/PLANNED	DEVEL				
6 /15	11/26/14	21		77937	0876 QUAD KNOFF, INC.		356.26	.00	C/O 2013 OVERLAY
TOTAL				ENGINEERING/PLANNED	DEVEL	.00	356.26	.00	
TOTAL	2013/15			STREET OVERLAYS		.00	356.26	.00	

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ACCOUNTING PERIOD: 5/15

FUND - 027 - TE/STP(RTPA)EXCHANGE FUND
BUDGET UNIT - 4727C - SLURRY SEALS 14/15

ACCOUNT DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4318		ENGINEERING/PLANNED	DEVEL					
6 /15	11/26/14	21	77935	0876 QUAD KNOFF, INC.		358.92	.00	CIP3 2014 SLURRY SEAL
TOTAL		ENGINEERING/PLANNED	DEVEL		.00	358.92	.00	
TOTAL		SLURRY SEALS	14/15		.00	358.92	.00	
TOTAL		TE/STP(RTPA)EXCHANGE	FUND		.00	715.18	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
 ACCOUNTING PERIOD: 5/15

FUND - 040 - FLEET MAINTENANCE
 BUDGET UNIT - 4265 - FLEET MAINTENANCE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
6 /15	11/26/14	21		10222014	2671 KELLER MOTORS		11.68	.00	FINANCE CHARGES
6 /15	11/26/14	21		3918-215534	6120 O'REILLY AUTO PA		36.51	.00	BRAKE FLUID
TOTAL						.00	48.19	.00	OPERATING SUPPLIES
4220F									OPERATING SUPPLIES FUEL
6 /15	11/26/14	21		103127	0043 BURROWS & CASTAD		10,432.63	.00	CARDLOCK STATEMENT
6 /15	11/26/14	21		111502*	0043 BURROWS & CASTAD		8,062.56	.00	CARDLOCK STATEMENT
TOTAL						.00	18,495.19	.00	OPERATING SUPPLIES FUEL
4230									REPAIR/MAINT SUPPLIES
6 /15	11/26/14	21		57208	0634 TERMINAL AIR BRA		447.13	.00	BRAKE KIT
6 /15	11/26/14	21		08801834	4085 BETTS TRUCK PART		152.26	.00	SHOCK ABSORBER
6 /15	11/26/14	21		INV000006832	0934 FERRARA FIRE APP		889.07	.00	MANAGER/SYSTEM/OUTPUT
6 /15	11/26/14	21		F663270	0799 GOLDEN STATE PET		54.22	.00	SPEED SENSOR
6 /15	11/26/14	21		50021232	0458 KELLER FORD LINC		219.43	.00	BASE SPEAKERS
6 /15	11/26/14	21		50020834	0458 KELLER FORD LINC		100.91	.00	AC SWITCH/RELAY
6 /15	11/26/14	21		5027652	2671 KELLER MOTORS		64.83	.00	SL-N-ACTUATOR
6 /15	11/26/14	21		7459-104545	0314 LEMOORE AUTO SUP		11.01	.00	OIL SEAL
6 /15	11/26/14	21		1325965	0345 MORGAN & SLATES		34.94	.00	LOAD BINDER
6 /15	11/26/14	21		3918-215542	6120 O'REILLY AUTO PA		-86.45	.00	RTN INV 215533
6 /15	11/26/14	21		3918-215533	6120 O'REILLY AUTO PA		86.45	.00	MASTER CYL
TOTAL						.00	1,973.80	.00	REPAIR/MAINT SUPPLIES
4340									UTILITIES
6 /15	11/26/14	21		076861037	0483 XEROX CORPORATIO		42.88	.00	PRINTER OCTOBER
TOTAL						.00	42.88	.00	UTILITIES
4350									REPAIR/MAINT SERVICES
6 /15	11/26/14	21		S24244	6383 BOBCAT OF FRESNO		1,553.05	.00	ACCUATOR REPAIR/LABOR
6 /15	11/26/14	21		IN0042260	2447 COUNTY OF KINGS		265.00	.00	HAZ MATERIALS INDU
6 /15	11/26/14	21		280172	6385 STEREO WORKZ		40.00	.00	WINDOW TINT
6 /15	11/26/14	21		F71327	4068 VALLEY POWER SYS		570.00	.00	GENERATOR RESET
6 /15	11/26/14	21		2935	6538 FEROMA MOTORSPOR		331.23	.00	REAR TIRE
6 /15	11/26/14	21	6834	-01 8 39137	4085 BETTS TRUCK PART		1,857.99	-1,857.99	PARTS- REPAIR/REPLACE HD
6 /15	11/26/14	21	6834	-02 8 39137	4085 BETTS TRUCK PART		1,176.00	-1,176.00	LABOR
6 /15	11/26/14	21	6834	-03 8 39137	4085 BETTS TRUCK PART		11.76	-11.76	ENVIRONMENTAL FEE
6 /15	11/26/14	21	6834	-04 8 39137	4085 BETTS TRUCK PART		139.35	-139.35	SALES TAX
TOTAL						.00	5,944.38	-3,185.10	REPAIR/MAINT SERVICES
TOTAL						.00	26,504.44	-3,185.10	FLEET MAINTENANCE
TOTAL						.00	26,504.44	-3,185.10	FLEET MAINTENANCE

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 ACCOUNTING PERIOD: 5/15

FUND - 045 - GOLF COURSE - CITY
 BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K COST OF REVENUE-KITCHEN								
6 /15 11/26/14 21			411131003	6440 SYSCO		349.58	.00	416 FOOD SUPPLIES
6 /15 11/26/14 21			411131003	6440 SYSCO		57.57	.00	444 STORE SUPPLIES
6 /15 11/26/14 21			411140245	6440 SYSCO		122.70	.00	416 FOOD SUPPLIES
6 /15 11/26/14 21			1987307	6451 SNAK CLUB IN.		201.60	.00	415 SNACK BAR
6 /15 11/26/14 21			GOLF NOV2014	0300 LEM CITY-PETTY C		29.85	.00	416 TORTILLAS
6 /15 11/26/14 21			GOLF NOV2014	0300 LEM CITY-PETTY C		32.85	.00	416 TORTILLAS
6 /15 11/26/14 21			GOLF NOV2014	0300 LEM CITY-PETTY C		43.80	.00	416 TORTILLAS
6 /15 11/26/14 21			GOLF NOV2014	0300 LEM CITY-PETTY C		43.80	.00	416 TORTILLAS
6 /15 11/26/14 21			11192014	6465 RICHARD RHOADS		174.00	.00	417-REIM/AVALLEY WIDE
6 /15 11/26/14 21			11192014	6465 RICHARD RHOADS		207.20	.00	417-REIM/DEQUOIA BEV
6 /15 11/26/14 21			24584403	6438 PEPSI BEVERAGES		304.72	.00	417 SODA CASES
6 /15 11/26/14 21			24584404	6438 PEPSI BEVERAGES		444.45	.00	417 SODA CASES
6 /15 11/26/14 21			411201105	6440 SYSCO		217.29	.00	416 FOOD SUPPLIES
6 /15 11/26/14 21			411201105	6440 SYSCO		5.00	.00	444 STORE SUPPLIES
6 /15 11/26/14 21			411201105	6440 SYSCO		75.00	.00	441 PRODUCE
TOTAL			COST OF REVENUE-KITCHEN		.00	2,309.41	.00	
4000P COST OF REVENUE-PRO SHOP								
6 /15 11/26/14 21			2-846-22104	0157 FEDERAL EXPRESS		9.06	.00	560 SHIPPING CHARGE
TOTAL			COST OF REVENUE-PRO SHOP		.00	9.06	.00	
4220 OPERATING SUPPLIES								
6 /15 11/26/14 21			8567127	6206 WILBUR-ELLIS COM		477.84	.00	832 LINK CENTERPIECE
6 /15 11/26/14 21			31754	6503 FARMLoad DISTRIB		541.71	.00	832-SCREWS/BEDKNIFE
6 /15 11/26/14 21			A433481	6445 GARY V. BURROWS,		1,107.52	.00	851-DIESEL 325 GAL
6 /15 11/26/14 21			68656	6489 FRONTIER PERFORM		333.79	.00	854 GREASE/MOWERS
6 /15 11/26/14 21			94179	0428 STONEY'S SAND &		122.55	.00	835 WALK ON BARK
6 /15 11/26/14 21			94160	0428 STONEY'S SAND &		245.10	.00	835 WALK ON BARK
6 /15 11/26/14 21			5679	0370 PHIL'S LOCKSMITH		9.66	.00	680 CART TOOL BOX KEY
6 /15 11/26/14 21			5676	0370 PHIL'S LOCKSMITH		19.35	.00	854 DUPLICATE KEYS
6 /15 11/26/14 21			390467	0252 KINGS AUTO SUPPL		43.45	.00	842 CLEANER/DUSTER
6 /15 11/26/14 21			11102014	6307 MATTOS SMALL ENG		568.22	.00	746 LAWN MOWER PARTS
6 /15 11/26/14 21			11172014	6307 MATTOS SMALL ENG		1,945.62	.00	746- LAWN MOWER PARTS
TOTAL			OPERATING SUPPLIES		.00	5,414.81	.00	
4291 MISCELLANEOUS EXPENSES								
6 /15 11/26/14 21			07312014	6465 RICHARD RHOADS		77.67	.00	629 REIMB/DISH CABLE
TOTAL			MISCELLANEOUS EXPENSES		.00	77.67	.00	
4340 UTILITIES								
6 /15 11/26/14 21			NOV GOLF	0423 THE GAS COMPANY		29.69	.00	672-17111591/GOLF NOV
6 /15 11/26/14 21			564	0297 LEMOORE CANAL &		230.00	.00	872 CANAL ASSESSMENT
TOTAL			UTILITIES		.00	259.69	.00	
4350 REPAIR/MAINT SERVICES								
6 /15 11/26/14 21			7459-103645	6526 LEMOORE AUTO SUP		158.01	.00	841 BATTERIES

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FUND - 045 - GOLF COURSE - CITY
 BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4350					REPAIR/MAINT SERVICES (cont'd)				
6	/15	11/26/14	21	7459-103646	6526 LEMOORE AUTO SUP		60.19	.00	841 COM & TRACTOR BAT
6	/15	11/26/14	21	7459-103663	6526 LEMOORE AUTO SUP		16.75	.00	841 CLEANER
6	/15	11/26/14	21	7459-103779	6526 LEMOORE AUTO SUP		14.49	.00	841 UNIVERSAL CEM
6	/15	11/26/14	21	7459-103948	6526 LEMOORE AUTO SUP		24.85	.00	841 BEARING
6	/15	11/26/14	21	7459-103997	6526 LEMOORE AUTO SUP		5.99	.00	841 SLIDE ON TERMINAL
6	/15	11/26/14	21	7459-104145	6526 LEMOORE AUTO SUP		26.43	.00	841 FLOOD LAMP
6	/15	11/26/14	21	7459-105098	6526 LEMOORE AUTO SUP		6.98	.00	841 BELT
6	/15	11/26/14	21	6873879-00	5379 TURF STAR		63.79	.00	841 FUEL PUMP
6	/15	11/26/14	21	6873885-00	5379 TURF STAR		63.79	.00	841 FUEL PUMP
6	/15	11/26/14	21	010370	0005 A-1 ALLSTAR PLUM		1,850.00	.00	680 RPL WATER HEATER
6	/15	11/26/14	21	0068785-IN	6501 EASY PICKER GOLF		271.61	.00	841 WHEEL ASSEMBLY
TOTAL					REPAIR/MAINT SERVICES	.00	2,562.88	.00	
TOTAL					GOLF COURSE-CITY	.00	10,633.52	.00	
TOTAL					GOLF COURSE - CITY	.00	10,633.52	.00	

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FUND - 049B - SEWER/STRM DRN GRANT FUND
BUDGET UNIT - 4747A - 19TH AVE/198 INTERCHANGE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4318				ENGINEERING/PLANNED	DEVEL				
6 /15	11/26/14	21		77547	0876 QUAD KNOFF, INC.		852.00	.00	CIP#2 19TH/198 BASIN
6 /15	11/26/14	21		76412	0876 QUAD KNOFF, INC.		4,737.92	.00	CIP#2 19TH/198 BASIN
TOTAL				ENGINEERING/PLANNED	DEVEL	.00	5,589.92	.00	
TOTAL				19TH AVE/198	INTERCHANGE	.00	5,589.92	.00	
TOTAL				SEWER/STRM DRN GRANT	FUND	.00	5,589.92	.00	

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 ACCOUNTING PERIOD: 5/15

FUND - 050 - WATER
 BUDGET UNIT - 4250 - WATER

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220									OPERATING SUPPLIES
6 /15	11/26/14	21		FO813983	6058 UNIVAR		3,283.83	.00	SODIUM.FUEL.MILL FEE
6 /15	11/26/14	21		FO813170	6058 UNIVAR		1,453.91	.00	SODIUM.FUEL.MILL FEE
6 /15	11/26/14	21		FO813172	6058 UNIVAR		2,368.87	.00	SODIUM.FUEL.MILL FEE
6 /15	11/26/14	21		FO813171	6058 UNIVAR		1,748.00	.00	SODIUM.FUEL.MILL FEE
TOTAL						.00	8,854.61	.00	
4310									PROFESSIONAL CONTRACT SVC
6 /15	11/26/14	21		001-001317	5814 CITY OF HANFORD		3,475.65	.00	DISPATCH SRVC/NOV
6 /15	11/26/14	21		001-001343	5814 CITY OF HANFORD		3,475.65	.00	DISPATCH SRVC/DEC
6 /15	11/26/14	21		SAP38033	6086 CPS HR CONSULTIN		175.37	.00	CLERICAL EXAM
TOTAL						.00	7,126.67	.00	
4340									UTILITIES
6 /15	11/26/14	21		OCT-NOV14	0423 THE GAS COMPANY		138.04	.00	10/20/14-11/19/14
6 /15	11/26/14	21		NOV*82600119	0363 P G & E		65,034.04	.00	10/09/2014-11/06/2014
TOTAL						.00	65,172.08	.00	
4350									REPAIR/MAINT SERVICES
6 /15	11/26/14	21		382,266	5372 FRANCHISE TAX BO		101.25	.00	GARNISHMENT
6 /15	11/26/14	21		382,266	0227 INGRAM DIGITAL E		303.75	.00	WELL 6 CALLOUT
TOTAL						.00	405.00	.00	
4380									RENTALS & LEASES
6 /15	11/26/14	21		076861037	0483 XEROX CORPORATIO		42.88	.00	PRINTER OCTOBER
TOTAL						.00	42.88	.00	
TOTAL						.00	81,601.24	.00	WATER

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 050 - WATER
BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
6 /15	11/26/14	21		9404463723	5352 SHRED-IT USA- FR		19.32	.00	SHREDDING SERVICES
TOTAL					PROFESSIONAL CONTRACT SVC	.00	19.32	.00	
4320					MEETINGS & DUES				
6 /15	11/26/14	21		LEM2015	5979 SUNGARD PUBLIC S		97.50	.00	MEMBERSHIP RENEWAL
TOTAL					MEETINGS & DUES	.00	97.50	.00	
TOTAL					UTILITY OFFICE	.00	116.82	.00	
TOTAL					WATER	.00	81,718.06	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 056 - REFUSE
BUDGET UNIT - 4256 - REFUSE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
6 /15	11/26/14	21		001-001317	5814 CITY OF HANFORD		3,475.65	.00	DISPATCH SRVC/NOV
6 /15	11/26/14	21		001-001343	5814 CITY OF HANFORD		3,475.65	.00	DISPATCH SRVC/DEC
6 /15	11/26/14	21		SAP38033	6086 CPS HR CONSULTIN		175.38	.00	CLERICAL EXAM
6 /15	11/26/14	21		3002	6543 KINGS INDUSTRIAL		125.00	.00	DRUG SCREENING
TOTAL					PROFESSIONAL CONTRACT SVC	.00	7,251.68	.00	
4380					RENTALS & LEASES				
6 /15	11/26/14	21		076861037	0483 XEROX CORPORATIO		27.74	.00	PRINTER OCTOBER
TOTAL					RENTALS & LEASES	.00	27.74	.00	
TOTAL					REFUSE	.00	7,279.42	.00	
TOTAL					REFUSE	.00	7,279.42	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
 ACCOUNTING PERIOD: 5/15

FUND - 060 - SEWER& STROM WTR DRAINAGE
 BUDGET UNIT - 4260 - SEWER

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310					PROFESSIONAL CONTRACT SVC				
6 /15	11/26/14	21		001-001317	5814 CITY OF HANFORD		3,475.65	.00	DISPATCH SRVC/NOV
6 /15	11/26/14	21		001-001343	5814 CITY OF HANFORD		3,475.65	.00	DISPATCH SRVC/DEC
6 /15	11/26/14	21		SAP38033	6086 CPS HR CONSULTIN		175.38	.00	CLERICAL EXAM
6 /15	11/26/14	21		WD-0105317	3040 SWRCB FEES		14,929.00	.00	ANNUAL PERMIT FEE
6 /15	11/26/14	21		WD-0106365	3040 SWRCB FEES		2,088.00	.00	ANNUAL PERMIT FEE
6 /15	11/26/14	21		3002	6543 KINGS INDUSTRIAL		115.00	.00	DRUG SCREENING
TOTAL					PROFESSIONAL CONTRACT SVC	.00	24,258.68	.00	
4380					RENTALS & LEASES				
6 /15	11/26/14	21		076861037	0483 XEROX CORPORATIO		40.35	.00	PRINTER OCTOBER
TOTAL					RENTALS & LEASES	.00	40.35	.00	
TOTAL					SEWER	.00	24,299.03	.00	
TOTAL					SEWER& STROM WTR DRAINAGE	.00	24,299.03	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 065 - STREETS CAP - EAST
BUDGET UNIT - 4721B - CEDAR LANE EXT EAST

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4318				ENGINEERING/PLANNED	DEVEL				
6 /15	11/26/14	21		77939	0876 QUAD KNOFF, INC.		2,836.80	.00	CIP#11- CEDAR LANE
TOTAL				ENGINEERING/PLANNED	DEVEL	.00	2,836.80	.00	
TOTAL				CEDAR LANE EXT EAST		.00	2,836.80	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 065 - STREETS CAP - EAST
BUDGET UNIT - 4721E - RECONSTRUCT 14/15

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
6 /15	11/26/14	21		001033676	0276 KLEINFELDER INC.		510.00	.00	CIP4-BUSH ST RECONST
TOTAL						.00	510.00	.00	
TOTAL						.00	510.00	.00	
TOTAL						.00	3,346.80	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 075 - FACILITY/INFRASTRUCTURE
BUDGET UNIT - 4775A - FALLING WATER PIPES-CMC

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4317									
6 /15	11/26/14	21		010372	0005 A-1 ALLSTAR PLUM		2,422.00	.00	C/0 6 RPR VALVE/PIPES
6 /15	11/26/14	21		010377	0005 A-1 ALLSTAR PLUM		2,490.00	.00	C/0 6 RPR PIPE LABOR
TOTAL						.00	4,912.00	.00	
TOTAL						.00	4,912.00	.00	
TOTAL						.00	4,912.00	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 078 - LLMD/PFMD
BUDGET UNIT - 4801 - LLMD ZONE 1 WESTFIELD

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310				PROFESSIONAL CONTRACT SVC					
6 /15	11/26/14	21		16599	6414 PRIMOW LANDSCAPE		45.00	.00	IRRIGATION REPAIRS
TOTAL				PROFESSIONAL CONTRACT SVC		.00	45.00	.00	
TOTAL				LLMD ZONE 1 WESTFIELD		.00	45.00	.00	

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SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 078 - LLMD/PFMD
BUDGET UNIT - 4812 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310									
6 /15	11/26/14	21		77931	0876 QUAD KNOFF, INC.		2,492.10	.00	LLAD PLANT RPL
TOTAL						.00	2,492.10	.00	
TOTAL						.00	2,492.10	.00	

PEI
DATE: 11/26/2014
TIME: 09:41:07

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 27
AUDIT11

SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 078 - LLMD/PFMD
BUDGET UNIT - 4815B - PFMD ZONE 2 DEVANTE

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310				PROFESSIONAL CONTRACT SVC					
6 /15	11/26/14	21		407598	5637 ELITE MAINTENANC		150.00	.00	DEVANTE SOIL REPORT
TOTAL				PROFESSIONAL CONTRACT SVC		.00	150.00	.00	
TOTAL				PFMD ZONE 2 DEVANTE		.00	150.00	.00	
TOTAL				LLMD/PFMD		.00	2,687.10	.00	

PEI
DATE: 11/26/2014
TIME: 09:41:07

CITY OF LEMOORE
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 28
AUDIT11

SELECTION CRITERIA: transact.yr='15' and transact.fund between '001' and '099' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 090 - TRUST & AGENCY
BUDGET UNIT - 4295 - TRUST & AGENCY

ACCOUNT DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4430								SCHOOL IMPACT FEES
6 /15	11/26/14	21	11242014	0306 LEMOORE HIGH SCH		140,454.10	.00	IMPACT FEES JUL-OCT14
6 /15	11/26/14	21	11242014	0301 LEMOORE UNION SC		151,732.50	.00	IMPACT FEES JUL-OCT14
TOTAL					.00	292,186.60	.00	
TOTAL					.00	292,186.60	.00	
TOTAL					.00	292,186.60	.00	
TOTAL REPORT					.00	601,375.10	-32,216.87	

PEI
DATE: 11/26/2014
TIME: 09:49:24

CITY OF LEMOORE
GENERAL LEDGER TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT311

SELECTION CRITERIA: account.acct between '2000' and '2999' AND transact.yr='15' and transact.period='6' and transact.batch='JB120214'
ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020			ACCOUNTS PAYABLE				
6 /15	11/26/14	21		6298 GO FOR IT EVENTS		750.00	VETERANS 5K/TIMING
6 /15	11/26/14	21		5674 JENNIFER MELENDEZ	40.00		REIMB NOV 14
TOTAL			ACCOUNTS PAYABLE		40.00	750.00	
2248			RECREATION IN/OUT				
6 /15	11/26/14	21		6298 GO FOR IT EVENTS	750.00		VETERANS 5K/TIMING
6 /15	11/26/14	21		5674 JENNIFER MELENDEZ		40.00	REIMB NOV 14
TOTAL			RECREATION IN/OUT		750.00	40.00	
TOTAL			GENERAL FUND		790.00	790.00	
TOTAL REPORT					790.00	790.00	

PEI
DATE: 11/26/2014
TIME: 09:48:45

CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='15' and transact.period='6' and transact.account between '3000' and '3999' and transact.batch='JB12
ACCOUNTING PERIOD: 5/15

FUND - 001 - GENERAL FUND
BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
3321			RETURNED CHECK FEE						
6 /15	11/26/14	21 0		11242014	T1912 ELITE PERFORMANC		-91.00		REFUND/ELITE PERF
TOTAL			RETURNED CHECK FEE			.00	-91.00	.00	
3625			CIVIC AUDITORIUM RENTAL						
6 /15	11/26/14	21 0		11202014	T1910 MELISSA CHAVEZ		-125.00		REFUND/CHAVEZ
6 /15	11/26/14	21 0		11242014	T1911 JAVIER NEGRETE		-129.00		REFUND/NEGRETE
TOTAL			CIVIC AUDITORIUM RENTAL			.00	-254.00	.00	
TOTAL			GENERAL FUND			.00	-345.00	.00	
TOTAL			GENERAL FUND			.00	-345.00	.00	

PEI
DATE: 11/26/2014
TIME: 09:48:45

CITY OF LEMOORE
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT31

SELECTION CRITERIA: transact.yr='15' and transact.period='6' and transact.account between '3000' and '3999' and transact.batch='JB12
ACCOUNTING PERIOD: 5/15

FUND - 045 - GOLF COURSE - CITY
BUDGET UNIT - 045 - GOLF COURSE - CITY

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
3881							
6 /15	11/26/14	21 0	390467	0252 KINGS AUTO SUPPL	.00	.43	DISCOUNT
TOTAL					.00	.43	.00
TOTAL					.00	.43	.00
TOTAL					.00	.43	.00
TOTAL					.00	.43	.00
TOTAL REPORT					.00	-344.57	.00

Mayor
Lois Wynne
Mayor Pro Tem
Willard Rodarmel
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Manager**

119 Fox Street
Lemoore, CA 93245
Phone (559) 924-6700
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Staff Report

ITEM NO. 4-1

To: Lemoore City Council

From: Brooke Austin, Executive Secretary 

Date: November 24, 2014 **Meeting Date:** December 2, 2014

Subject: Amendment 2 to Memorandum of Understanding with
Lemoore Police Sergeants Unit

Discussion:

We have a unique situation in which a Canine Officer was recently promoted to Sergeant. The Sergeants Memorandum of Understanding (MOU) does not currently include duty/assignment pay for canine officers. Due to the fact that the Department has spent a considerable amount of time and money for the purchase and training of this new canine and there is currently not another officer willing and able to take over care of the canine, the Chief of Police has requested that we amend the current MOU to allow Sergeants who are assigned to maintain police canines in their homes to receive premium pay equal to 10% of their base pay (this language was also added to the new MOU, which Council will consider later this evening). This is the same provision made for officers covered under the Lemoore Police Officers Association. The SU representatives have reviewed and approved the contents of Amendment 2, and that amendment is now presented for your ratification (see attachment).

Budget Impact:

It is estimated that this amendment, once approved, will increase the cost to the City by approximately \$4,400 for 2014/2015, if the Sergeant continues to maintain the dog throughout the end of the fiscal year.

Recommendation:

That the City Council, by motion, ratify Amendment 2 to the MOU with the SU as presented and authorize the necessary budget adjustments to accommodate its ratification.

Amendment 2

**To the Memorandum of Understanding
between the City of Lemoore and the Lemoore Police Sergeants
Unit Effective January 1, 2013 through December 31, 2014**

The MOU stated above is hereby amended by the addition of Item 3 to Subsection B to Section 2 of Article 10 with the following:

3. **Canine Officer**: Upon request of the Chief of Police, Sergeants assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.

Canine Officer Pay will be paid retroactively to November 1, 2014.

CITY OF LEMOORE

SERGEANTS GROUP

Jeff Laws, City Manager

James Chaney, Police Sergeant

Brooke Austin, Executive Secretary

Margarita Ochoa, Police Sergeant

Susan Wells, Consultant

Mayor
Lois Wynne
Mayor Pro Tem
Willard Rodarmel
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Manager**

119 Fox Street
Lemoore, CA 93245
Phone (559) 924-6700
Fax (559) 924-9003

Staff Report

ITEM NO. 4-2

To: Lemoore City Council

From: Brooke Austin, Executive Secretary 

Date: November 24, 2014 **Meeting Date:** December 2, 2014

Subject: Memorandum of Understanding with Lemoore Police Officers Association

Discussion:

Labor negotiations with the Lemoore Police Officers Association (POA) have concluded and we have come to agreement on a three-year Memorandum of Understanding (MOU). The POA representatives have reviewed the contents of the final draft of the MOU and we now present that agreement, voted on and approved by POA representatives, for your ratification (see attachment).

The items that changed from the prior MOU are as follows:

Term: Three Years; MOU to expire December 31, 2017

Compensation: 3% increase in base salary, effective January 1, 2015
(Corporals will receive an additional 3% to address compaction)
3% increase in base salary, effective January 1, 2016
(Corporals will receive an additional 2% to address compaction)
4% increase in base salary, effective January 1, 2017
(Corporals will receive an additional 3% to address compaction)

Retirement: Classic members will contribute 2% of the employee portion currently paid by the City, effective January 1, 2015
Classic members will contribute an additional 2% of the employee portion for a total contribution of 4%, effective January 1, 2016
Classic members will contribute an additional 2% of the employee portion for a total contribution of 6%, effective January 1, 2017

Incentive Pay: Spanish Proficiency Pay will increase from 1.5% to 2.5%

Uniform Allowance: The uniform allowance will be split into two payments of \$450 each

In addition, there were some updates done in the uniform allowance section to address the Department's new uniform and the positions the Department provides specialty uniforms or equipment for.

Budget Impact:

It is estimated that this MOU, once approved, will increase the cost to the City by approximately \$31,239 for 2014/2015; \$61,205 for 2015/2016; \$70,929 for 2016/2017; and \$40,963 for 2017/2018.

Recommendation:

That the City Council, by motion, ratify the MOU with the POA as presented and authorize the necessary budget adjustments to accommodate its ratification.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LEMOORE

&

THE LEMOORE POLICE OFFICERS ASSOCIATION

JANUARY 1, 2015 - DECEMBER 31, 2017

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ARTICLE 1
INTRODUCTION

Section 1 - Purpose:

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the City of Lemoore, hereinafter referred to as "City", and the Lemoore Police Officers Association, hereinafter referred to as "Union", has as its purpose the creation of a full and entire understanding of the parties regarding the matters set forth herein, reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment for the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to the City Council and recommended for approval.

Section 2 - Full Understanding, Modifications, Waiver:

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.
- D. The waiver or breach of any term or condition of this MOU by either party shall not constitute a precedent in future enforcement of all its terms and provisions.
- E. Existing practices and/or benefits within the scope of representation per the Meyers-Milias-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

ARTICLE 2
NON-DISCRIMINATION

The City and the Union agree that each shall not discriminate in any aspect of employment or membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition or physical disability.

ARTICLE 3
RECOGNITION

Section 1 - Definition of Bargaining Unit:

Per the provisions of Rule 22 of the Personnel System Guidelines, the City of Lemoore formally recognizes the Lemoore Police Officers Association as the exclusive recognized Public Safety employee organization consisting of all Lemoore Police Officers and Corporals.

Section 2 - New and/or Changed Classifications:

If new classifications are established by the City and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

ARTICLE 4
UNION SECURITY

Section 1 – Dues and Other Deductions:

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a monthly basis by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within one week of the pay day.

Section 2 – Uninterrupted Provision of Service:

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, City agrees that it will not lock out employees, and Union agrees that neither the Union, nor any person acting on its behalf, nor any employee in a classification represented by the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage or slow down against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another Bargaining Unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

If employees covered by this MOU or the City determines to its satisfaction that the Union is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may take legally available remedial action.

The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every reasonable effort toward inducing all employees to fully and faithfully perform their duties, recognizing with City that all matters of controversy within the scope of the MOU shall be settled by the grievance procedure contained in City's Personnel Guidelines or other legally available remedies.

Nothing in this Article prejudices the position of either party regarding the legality of strikes in the State of California.

ARTICLE 5

RIGHTS OF PARTIES

Section 1 - Employee Rights:

- A. Employees shall have the right to refuse to join or participate in any employee organization.
- B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability.
- D. Any reference in this document to gender is to be construed as applying to both female and male employees.
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City.

Section 2 - Management Rights:

The Union recognizes that the Rights of the City derive from the Constitution of the State of California and the government Code and not from this MOU.

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Milias Brown Act).

The Union 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 these services limited only by the specific and express terms of this MOU. The exclusive rights of the City shall include but not be limited to, the right to determine the reorganization of City government and the mission of its constituent agencies;

to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect Rules and Regulations consistent with the applicable law and the specific and express provisions of this MOU; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the work force by determining the work to be performed, the personnel who shall perform the work; to take disciplinary action; to relieve its employees from duty because of lack of work, funds or for other reasons; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community. The Union recognizes and agrees that the City retains its rights to take whatever actions it deems appropriate during an emergency, including suspension of specific appropriate terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decisions of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party, as soon thereafter as practicable.

Where required by law, the City agrees, prior to implementation, to meet and confer with the Union over the impact of the exercise of a right of management upon the wages, hours and terms and conditions of employment on Bargaining Unit members unless the impact of the exercise of a right of management upon Unit members is provided for in this Memorandum of Understanding, City Rules and Regulations, or Departmental Rules and Regulations in place at the time this MOU becomes effective.

ARTICLE 6

UNION BUSINESS

Section 1 - Granting of Leave:

Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the City. Each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be conducted during working hours; for example, investigation and processing of complaints, disputes, and grievances, and attendance at union meetings (not to exceed a reasonable amount of time). It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies his on-duty supervisor, whenever possible, prior to taking time from duty to engage in Union business that exceeds one hour. All Union activity will be reported on an appropriate time reporting form provided by Management.

Section 2 - Negotiating Team:

Not more than two (2) members of the bargaining unit's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement in on-duty status. If a negotiations session is scheduled on the regular workday of a member, the member shall be

entitled to his/her regular compensation payments regardless of the duration of the negotiations session or travel. However, compensation will not be paid for hours exceeding the members' normal work schedule.

Section 3 - Management / Labor Meetings:

The Police Chief, or designee, shall meet monthly, if necessary, with representatives of the Union. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for two (2) Union representatives, and may be increased if both parties mutually agree.

Section 4 - Attendance at Hearings:

Leave of absence with pay may be granted to officers of the Union, not to exceed two (2) officers, to attend grievance and arbitration hearings. Such leave will require prior approval of the City.

Section 5 – Donation of Vacation to Union Leave Bank:

The City agrees to the creation of a Time Bank established with voluntarily donated accrued paid leave (excluding sick time) for the use of Union officers for attendance at conference and/or training that will enhance the performance of their representational duties. The Union will amend its bylaws to establish an approval system to protect against abuse of this provision.

ARTICLE 7

ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

Authorized non-employee Union representatives will be given access to non-secure work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Union shall give the department head and the City Manager a written list of such authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

Section 2 - Access to Recruits:

The Union Representative will be given a reasonable amount of on-duty time to meet with the new bargaining unit member with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other Union benefits.

Section 3 - Access to City Information:

The City shall make available to the Union, upon its reasonable request, any existing information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this agreement.

Section 4 - Access to City Communications System:

The City's interdepartmental messenger service may be used for communication between employees who are represented by the Union and between the paid staff of the Union's officers or officials.

Section 5 - Notice of City Council Meetings:

The City will make available to the Union a copy of each of the City Council's regular public meeting agenda in advance of the regular Council meeting.

Section 6 - Ballot Boxes:

The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting members' ballots on all Union issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the Property of the Union and neither the ballot boxes nor the ballots shall be subjected to the City's review.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

- A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.
- B. Discipline will be applied in a corrective, progressive and uniform manner.
- C. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2 - Working Off Suspension:

Officers suspended up to a maximum of ten (10) working days may, upon the officer's request and at the Chief's discretion, forfeit vacation designated by the Chief for a period equal to the suspension. The provisions of this Section shall apply solely to suspensions which are agreed to by the officer and no appeal may be instituted on suspensions where the officer has agreed to the suspended time.

Section 3 – Police Officer’s Rights:

It is agreed that the Government code sections 3300 through 3311, commonly referred to as the Police Officer's Procedural Bill of Rights, be included in this Agreement by reference.

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

"Seniority" for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the City. Such seniority shall hereinafter be defined as "Department Seniority."

Section 2 - Department Seniority:

Department Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department. Officers shall not attain department seniority until completion

of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

Section 3 - Classification Seniority:

Classification seniority is defined as the period of most recent continuous service in the officer's classification. Officers shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

Section 4 - Ties in Seniority:

Whenever two (2) or more officers have the same hire date, the order of seniority shall be determined by lottery selection. The names of all officers having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the officer whose name is drawn first having the greater seniority. Lottery selection will be made by the Chief or his representative in the presence of a Union representative.

Section 5 - Forfeiture of Seniority:

An officer shall forfeit seniority rights only for the following reasons:

- A. The officer resigned and has not been reinstated within two (2) years of the date of resignation;
- B. The officer is dismissed and is not reinstated;
- C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report;
- D. The officer retires on a regular service retirement.
- E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
- B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
- C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.
- D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless

the arbitrator, commission or court orders otherwise.

ARTICLE 10
COMPENSATION

Section 1 – Salary and Educational Incentives Effective January 1, 2015

The monthly salary schedule for Police Officer and Corporal classifications covered by this Agreement shall be effective January 1, 2015 as shown below. The salary schedule also provides higher base pay rates for classifications with College Degrees. Police Officers and Corporals will continue to receive a 5% higher base salary for holding an AA/AS Degree and a 10% higher base pay for holding a BA/BS Degree.

By the end of the term of this MOU, there shall be a 5% (five percent) salary range differential between each of the represented classifications: Police Officer, Police Officer & AA/AS Degree, Police Officer & BA/BS Degree, Corporal, Corporal & AA/AS Degree, and Corporal & BA/BS Degree.

<u>Salary Schedule Code</u>	<u>Classification</u>	<u>Salary</u>
347A	Police Officer	\$3,687
347B	Police Officer	\$3,876
347C	Police Officer	\$4,074
347D	Police Officer	\$4,282
347E	Police Officer	\$4,501
347F	Police Officer	\$4,732
357A	Police Officer & AA/AS Degree	\$3,876
357B	Police Officer & AA/AS Degree	\$4,074
357C	Police Officer & AA/AS Degree	\$4,282
357D	Police Officer & AA/AS Degree	\$4,501
357E	Police Officer & AA/AS Degree	\$4,732
357F	Police Officer & AA/AS Degree	\$4,975
367A	Police Officer & BA/BS Degree	\$4,074
367B	Police Officer & BA/BS Degree	\$4,282
367C	Police Officer & BA/BS Degree	\$4,501
367D	Police Officer & BA/BS Degree	\$4,732
367E	Police Officer & BA/BS Degree	\$4,975
367F	Police Officer & BA/BS Degree	\$5,230
367A	Corporal	\$4074
367B	Corporal	\$4,282
367C	Corporal	\$4,501
367D	Corporal	\$4,732
367E	Corporal	\$4,975
367F	Corporal	\$5,230

377A	Corporal & AA/AS Degree	\$4,282
377B	Corporal & AA/AS Degree	\$4,501
377C	Corporal & AA/AS Degree	\$4,732
377D	Corporal & AA/AS Degree	\$4,975
377E	Corporal & AA/AS Degree	\$5,230
377F	Corporal & AA/AS Degree	\$5,497
387A	Corporal & BA/BS Degree	\$4,501
387B	Corporal & BA/BS Degree	\$4,732
387C	Corporal & BA/BS Degree	\$4,975
387D	Corporal & BA/BS Degree	\$5,230
387E	Corporal & BA/BS Degree	\$5,497
387F	Corporal & BA/BS Degree	\$5,778

Effective January 1, 2016, POA represented units shall receive a 3% (three percent) salary increase. In addition, Corporal classifications shall receive an additional 2% (two percent) to address the compaction issue. The adjusted salary ranges shall be as follows:

<u>Salary Schedule Code</u>	<u>Classification</u>	<u>Salary</u>
353A	Police Officer	\$3,800
353B	Police Officer	\$3,994
353C	Police Officer	\$4,198
353D	Police Officer	\$4,413
353E	Police Officer	\$4,639
353F	Police Officer	\$4,876
363A	Police Officer & AA/AS Degree	\$3,994
363B	Police Officer & AA/AS Degree	\$4,198
363C	Police Officer & AA/AS Degree	\$4,413
363D	Police Officer & AA/AS Degree	\$4,639
363E	Police Officer & AA/AS Degree	\$4,876
363F	Police Officer & AA/AS Degree	\$5,126
373A	Police Officer & BA/BS Degree	\$4,198
373B	Police Officer & BA/BS Degree	\$4,413
373C	Police Officer & BA/BS Degree	\$4,639
373D	Police Officer & BA/BS Degree	\$4,876
373E	Police Officer & BA/BS Degree	\$5,126
373F	Police Officer & BA/BS Degree	\$5,389
377A	Corporal	\$4,282
377B	Corporal	\$4,501
377C	Corporal	\$4,732
377D	Corporal	\$4,975
377E	Corporal	\$5,230
377F	Corporal	\$5,497

387A	Corporal & AA/AS Degree	\$4,501
387B	Corporal & AA/AS Degree	\$4,732
387C	Corporal & AA/AS Degree	\$4,975
387D	Corporal & AA/AS Degree	\$5,230
387E	Corporal & AA/AS Degree	\$5,497
387F	Corporal & AA/AS Degree	\$5,778
397A	Corporal & BA/BS Degree	\$4,732
397B	Corporal & BA/BS Degree	\$4,975
397C	Corporal & BA/BS Degree	\$5,230
397D	Corporal & BA/BS Degree	\$5,497
397E	Corporal & BA/BS Degree	\$5,778
397F	Corporal & BA/BS Degree	\$6,073

Effective January 1, 2017, POA represented units shall receive a 4% (four percent) salary increase. In addition, Corporal classifications shall receive an additional 3% (three percent) to address the compaction issue. The adjusted salary ranges shall be as follows:

<u>Salary Schedule Code</u>	<u>Classification</u>	<u>Salary</u>
361A	Police Officer	\$3,954
361B	Police Officer	\$4,156
361C	Police Officer	\$4,369
361D	Police Officer	\$4,593
361E	Police Officer	\$4,828
361F	Police Officer	\$5,075
371A	Police Officer & AA/AS Degree	\$4,156
371B	Police Officer & AA/AS Degree	\$4,369
371C	Police Officer & AA/AS Degree	\$4,593
371D	Police Officer & AA/AS Degree	\$4,828
371E	Police Officer & AA/AS Degree	\$5,075
371F	Police Officer & AA/AS Degree	\$5,335
381A	Police Officer & BA/BS Degree	\$4,369
381B	Police Officer & BA/BS Degree	\$4,593
381C	Police Officer & BA/BS Degree	\$4,828
381D	Police Officer & BA/BS Degree	\$5,075
381E	Police Officer & BA/BS Degree	\$5,335
381F	Police Officer & BA/BS Degree	\$5,608
391A	Corporal	\$4,593
391B	Corporal	\$4,828
391C	Corporal	\$5,075
391D	Corporal	\$5,335
391E	Corporal	\$5,608
391F	Corporal	\$5,894

401A	Corporal & AA/AS Degree	\$4,828
401B	Corporal & AA/AS Degree	\$5,075
401C	Corporal & AA/AS Degree	\$5,335
401D	Corporal & AA/AS Degree	\$5,608
401E	Corporal & AA/AS Degree	\$5,894
401F	Corporal & AA/AS Degree	\$6,196
411A	Corporal & BA/BS Degree	\$5,075
411B	Corporal & BA/BS Degree	\$5,335
411C	Corporal & BA/BS Degree	\$5,608
411D	Corporal & BA/BS Degree	\$5,894
411E	Corporal & BA/BS Degree	\$6,196
411F	Corporal & BA/BS Degree	\$6,513

Section 2 – Bonuses and Incentives:

- A. **Longevity Bonuses:** Effective through the term of this MOU, the City will continue to provide longevity bonuses for Officers as per the following schedule:
- i. \$5,000 upon completion of the 5th year of consecutive service
 - ii. \$5,000 upon completion of the 10th year of consecutive service
 - iii. \$5,000 upon completion of the 15th year of consecutive service
- Officers that have received longevity bonuses by the prior MOU are not eligible for repeat bonuses, however, normal continuation through the above schedule is allowed.
- B. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin in the month following verification. Any cost associated with the testing will be borne by the employee.
- C. **Duty/Assignment Pay:** Effective through the term of this MOU, the City will provide the following incentive pays for specialty duties:
1. Field Training Officer: Employees assigned as Field Training Officers will receive a premium pay of \$1.50 per hour while actually spent training a designated trainee.
 2. Narcotics Task Force: Employees assigned as to the Narcotics Task Force will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 3. Gang Task Force: Employees assigned as to the Gang Task Force will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 4. Detective: Employees assigned as a Detective will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment. Detectives will be available for rotational duty to receive calls related to their primary duties and for callback, including the expectation of response time, outside of their regular working hours as prescribed by Department

policy. Detectives, during their assigned rotation, will be compensated for time worked for official phone calls taken or made while off-duty. Time spent in such activity that is less than 10 minutes is considered as de-minimis and not compensable.

5. Youth Development Officer: Employees assigned as a Youth Development Officers will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 6. Motorcycle Officer: Employees assigned as a Motorcycle Officers will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment.
 7. Canine Officer: Employees assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.
- D. **Tuition Reimbursement**: Effective through the term of this MOU, the City agrees, that for employees covered under this MOU, the amount of funding under the tuition reimbursement program will be \$1,500 per year for lower-division coursework and \$3,000 per year for upper-division coursework.

ARTICLE 11

COURT APPEARANCES AND CALLBACKS

Section 1 - Court Appearances:

Minimum Payments. When an employee is required to appear in court as a result of his or her official duties, during the employee's non-scheduled work period, the employee shall receive, at the employee's option, a minimum of four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

Section 2 - Call Backs:

Call back time is defined as when an employee is called back to work after the completion of a normal work day to perform work for the department, except when an employee is called to work one hour or less prior to the employee's work schedule. When an employee is called back to work, the employee shall receive, at the employee's option, a minimum of four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

ARTICLE 12

CLOTHING

Section 1 - Uniform Allowance:

- A. The City shall provide the following equipment to newly hired Police Officers and Corporals, which, upon termination of employment with the Lemoore Police Department, is to be returned to the department:
- One pair pants – B Class (style #74326 - Midnight Navy)
 - One long sleeve shirt – B Class (style #72345 - Midnight Navy)
 - Two short sleeve shirt- B Class (style #71177 - Midnight Navy)
 - One pair Class A pants (Midnight Navy)
 - One long sleeve Class A shirt (Midnight Navy)
 - One Double Duty jacket (style #48096 - black)
 - One pair boots (black)
 - One Tie with tie bar
 - Two name tags
 - One duty belt with all department issued equipment
 - One body armor vest
- B. For officers assigned to the motorcycle traffic unit, the City shall furnish safety equipment consisting of: a motorcycle helmet with communications equipment, a leather police jacket, or optional type jacket approved by the Division Commander, one (1) pair winter gloves. The City will also provide for two (2) pair of uniform riding breeches and one (1) pair of motorcycle boots. Should the uniform breeches, boots be damaged as a direct result of the motorcycle assignment, replacement by the City will be evaluated on a case by case basis. Replacement of motorcycle boots due to normal wear and tear will be based on approval by the Division Commander. All other uniform related replacement will be the responsibility of the motor officer and will fall under the annual uniform allowance stipend.
- C. Officers assigned to the Central Valley SWAT Team will be provided the necessary uniforms and equipment as listed in the Central Valley Regional SWAT Policies AND Procedures Manual.
- D. Officers assigned to Gang Task Force will be provided two (2) sets of complete uniforms and a tactical vest required of their assignment. Uniform replacement after initial assignment will be the responsibility of the individual officer and shall fall under the annual uniform allowance stipend.
- E. In July of each year, the City shall pay a uniform allowance of \$900, by separate check, for maintaining said safety equipment. One-half the allowance (\$450) shall be paid with the first pay period following July 1 of each year. The remaining half (\$450) shall be paid with the first pay period following January 1 of each year.
- F. The City agrees to repair or replace both personal and City-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be shown on the part of the officer. Repair or replacement of the following items shall not exceed the following costs: Watches, actual cost not to exceed \$25.00; corrective lens, excluding frames, actual cost not to exceed reasonable replacement of damaged item(s); eyeglass frames not to exceed \$65.00. Receipts will be required prior to payment by the City. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items that are normally associated with an officer's on duty status.

Section 2 - Body Armor:

Body armor shall be replaced as follows:

- A. At the employee's request, the City agrees to replace all protective body armor no later than one hundred eighty (180) days after the expiration of any manufacturer's warranty regarding the fitness of the product to perform its intended function.
- B. The City will not permanently issue used body armor without the consent of the Union.

Section 3 - Service Weapons:

The City agrees to furnish all newly hired officers with a duty firearm, ammunition, and carrier upon their date of hire.

**ARTICLE 13
ACTING PAY**

In the event the Police Chief determines that it is necessary to assign an employee for any period of 80 hours of assignment to perform the duties of a *higher* paid classification during a month or two adjoining week period, the employee shall receive an additional 5% out-of-class pay during the period in which the employee is performing the duties of the higher paid classification, paid retroactively to the first day performing the duties.

**ARTICLE 14
DISABILITY INSURANCE**

The City agrees to offer employees the option to purchase voluntary long term disability insurance through PORAC. Employees are to be responsible for 100% of the premiums.

**ARTICLE 15
HEALTH INSURANCE AND CAFETERIA PLAN**

Section 1 – Premium Shares:

The City's contribution to the employees' cafeteria plan for pre-tax benefits, including health insurance, will be equal to 70% of the least expensive health plus dental premium rates available for the employee and all dependents. Employees that decline health coverage will be provided an amount equal to 70% of the employee-only rate within the existing cafeteria plan.

Section 2 – Health and Benefits Committee:

- A. The City and the Union agree to continue using the Health and Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.

- B. The City agrees that the Union may designate one committee member to represent the interests of the Union.
 - C. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.
 - D. Unless the Union representative notifies the City of a disagreement, per Section C above, the parties agree that the Committee process will fulfill all meet and confer obligations.
-

ARTICLE 16

DEFERRED COMPENSATION

The City will continue to provide a dollar-for-dollar match, up to 3% of the employee's base wage, for voluntary employee contributions into the deferred compensation program. The City match will be capped at 3%.

ARTICLE 17

CATASTROPHIC LEAVE

The City will allow employees to participate in the City's Catastrophic Leave Program. Additionally, employees may donate compensatory time to the affected employee as part of the program.

VACATION DONATION PLAN FOR CATASTROPHIC LEAVE

- A. Catastrophic leave benefits have been established for City employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of an employee's pay to the injured or ill employee during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel System Guidelines. Catastrophic leave benefits are contingent on the receipt of donated vacation time and/or compensatory time in the manner described below.
- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the City's Personnel System Guidelines except that, during that portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the City's Personnel System Guidelines and they shall not accrue any leave rights while on catastrophic leave.
- C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.

- D. An employee is eligible for catastrophic leave when the employee faces injury or prolonged illness (based on medical evidence) of the employee or employee's spouse, parent or child and the employee is absent from work caring for himself or herself or family members.
 - E. Any City employee may donate vacation time or CTO to any employee covered by this MOU who meets the conditions described above. Employees may not, however, donate sick leave.
 - F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the office of the City Manager. The request must provide sufficient information to enable the City Manager to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. Leave requests must include the estimated date of return to work.
 - G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits. However, donations are voluntary; coercion of fellow employees is strictly prohibited. Donations must be made on the City-approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
 - H. Donations must be a minimum of four (4) hours. The City will convert the donor's vacation or CTO time hours to a dollar equivalent amount. Ninety-five percent (95%) of that dollar amount will then be converted to hours, using the recipient's hourly wage, resulting in hours applied to recipient's catastrophic pay.
 - I. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
 - J. Catastrophic leave shall be terminated when one or more of the following occurs:
 - 1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.
 - 2. The employee has exhausted all of his or her rights under the City's Personnel System Guidelines for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.
 - 3. Donated leave credits have been exhausted.
 - 4. Death of the ill or injured employee or subject family member.
 - 5. The employee returns to full-time, active City employment.
-

ARTICLE 18
RETIREMENT

Section 1 – Classic Members:

- A. Sworn officers hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” of the California Public Employee’s Retirement System

(CalPERS) as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 50 retirement plan as classic members.

- B. Effective January 1, 2015, each represented employee not currently contributing to the employee cost of the PERS retirement benefit ("classic employees") shall commence paying 2% (two percent) of the cost of the employee's contribution currently paid by the City. The City shall continue to pay the remaining cost of the classic employee's cost of retirement.
- C. Effective January 1, 2016, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee's contribution currently paid by the City, for a total classic employee contribution of 4% (four percent). The City shall continue to pay the remaining cost of the classic employee's cost of retirement.
- D. Effective January 1, 2017, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee's contribution currently paid by the City, for a total classic employee contribution of 6% (six percent). The City shall continue to pay the remaining cost of the classic employee's cost of retirement.

Section 2 – New Members:

- A. Sworn officers hired on or after January 1, 2013 and designated as "new members" of CalPERS as defined by PEPRA shall participate in the 2% @ 57 retirement plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

**ARTICLE 19
HOLIDAYS**

The City provides paid holidays on the following days:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving
4 hours Christmas Eve	Christmas Day	4 hours New Year's Eve	

Unless otherwise noted, holidays are compensated at the rate of eight (8) hours. If a holiday falls on a Saturday, the City shall provide pay for Friday. If a Holiday falls on a Sunday, the City shall provide pay for Monday.

In addition to the above Holidays, the City provides employees two floating holidays per fiscal year. These days are provided on July 1 each year and may not be carried to the next fiscal year. Employees serving their probationary period may not use their floating holidays. Floating holidays may be used any time during the year upon approval from a supervisor with exception to the day before or after a City paid holiday. Employees hired after July 1 and before December 31, will receive 1 floating holiday during the fiscal year. Employees hired after December 31 and before July 1, will not receive any floating holidays that fiscal year.

Safety Employees have the option to use the paid holiday or alternate day if scheduled on a holiday, or get

paid in lieu of the holiday. Safety employees must make their election prior to the beginning of the fiscal year. In-Lieu Holiday Pay is made in two payments annually, during the May and November pay periods. Six Holidays are paid at each period.

**ARTICLE 20
VACATION**

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. All full-time regular employees shall be entitled to annual leave with pay as provided below.

Section 1 - Vacation Allowance:

Employees are entitled to an annual paid vacation after completion of continuous service with the City as follows:

Years of Service	Days of Vacation Earned	Monthly Accrual	Maximum Accrual
Up to 2 years	11	7.33 hours	176 hours
After 2 years to 4 years	13	8.67 hours	208 hours
After 4 years to 9 years	15	10 hours	240 hours
After 9 years to 14 years	18	12 hours	288 hours
After 14 years	19	12.67 hours	304 hours

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not allow the accrued leave balance to exceed twice his/her annual accrual rate, unless specifically approved in writing by the Department Head. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

The time at which an employee may take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the department.

Section 5 - Vacation Allowance For Employees Upon Separation:

When an employee is separated from service, for any reason, he or she shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

ARTICLE 21

OVERTIME PROVISIONS

Section 1 - Overtime Hours:

Employees, in a given 28 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave, but not compensatory time paid) over 160. All overtime hours worked must be approved by a supervisor.

Section 2 - Overtime Compensation:

Employees working overtime hours will be compensated in one of two ways: Overtime Pay or Compensatory Time Off. Overtime Pay is paid at 1 ½ times the regular pay rate. Compensatory Time Off is accrued at 1 ½ hours for each hour worked.

Employees may choose to take either Compensatory Time Off or Overtime Pay for all hours worked in excess of 160 in a 28 day work cycle; however, City is in under no obligation to pay out, in Overtime Pay, more than is allocated in the Police Department's Overtime Budget. In cases where the overtime budget is exhausted, employees will receive Compensatory Time Off.

Section 3 - Compensatory Time Off Provisions:

Employees can accrue compensatory time off for overtime hours worked. The department head or designee must approve use of compensatory time. It is advisable that employees submit compensatory time off requests as far in advance as possible.

Employees may accrue up to 300 hours of Compensatory Time Off. In order to maintain a balance below the maximum of 300 hours, the Chief may request that the employee use accrued compensatory time.

Section 4 - Compensatory Time Cash Out Provisions:

Employees may cash out up to 40 hours of compensatory time per fiscal year; however, City is in under no obligation to pay out more than is allocated in the Police Department's Overtime Budget. Payment of compensatory time in this manner will take place on May 31 and November 30. The election to cash out must be made prior to May 15 in order receive payment on May 31, and prior to November 15 in order to receive payment on November 30. It is advisable that employees submit requests to cash out compensatory time as far in advance as possible. Requests to cash out will be honored on a first-come, first-served basis.

ARTICLE 22

HOURS OF WORK

4/10, 5/8 and 12-hour Shift Plans.

Each week of service shall consist of five (5) eight (8)-hour workdays, or four (4) ten (10)-hour workdays, or a twenty-eight (28) day period, twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

ARTICLE 23
SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 24
TERM OF AGREEMENT

The term of this MOU shall be January 1, 2015, through December 31, 2017. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter.

One Hundred and Twenty (120) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than September 1, 2017. This Agreement shall remain in full force and be effective during the period of negotiations and until written notice of impasse or termination of this Agreement is provided to the other party.

CITY OF LEMOORE

Jeff Laws, City Manager

Brooke Austin, Executive Secretary

Susan Wells, Consultant

ASSOCIATION OFFICERS

Mark Pescatore
Bargaining Unit Negotiator

Kyle Reynolds
Bargaining Unit Negotiator

Jonathan Giles
Bargaining Unit Negotiator

Mayor
Lois Wynne
Mayor Pro Tem
Willard Rodarmel
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Manager**

119 Fox Street
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Staff Report

ITEM NO. 4-3

To: Lemoore City Council 
From: Brooke Austin, Executive Secretary
Date: November 24, 2014 **Meeting Date:** December 2, 2014
Subject: Memorandum of Understanding with
Lemoore Police Sergeants Unit

Discussion:

Labor negotiations with the Lemoore Police Sergeants Unit (SU) have concluded and we have come to agreement on a three-year Memorandum of Understanding (MOU). The SU representatives have reviewed the contents of the final draft of the MOU and we now present that agreement, voted on and approved by SU representatives, for your ratification (see attachment).

The items that changed from the prior MOU are as follows:

Term: Three Years; MOU to expire December 31, 2017

Compensation: 6% increase in base salary, effective January 1, 2015
7.5% increase in base salary, effective January 1, 2016
7% increase in base salary, effective January 1, 2017

Retirement: Classic members will contribute 2% of the employee portion currently paid by the City, effective January 1, 2015
Classic members will contribute an additional 2% of the employee portion for a total contribution of 4%, effective January 1, 2016
Classic members will contribute an additional 2% of the employee portion for a total contribution of 6%, effective January 1, 2017

Incentive Pay: Spanish Proficiency Pay will increase from 1.5% to 2.5%

Uniform Allowance: The uniform allowance will be split into two payments of \$450 each

In addition, there were some updates done in the uniform allowance section to address the Department's new uniform and the positions the Department provides specialty uniforms or equipment for. The retirement section was also updated to properly include the new Public Employees' Pension Reform Act of 2013 (PEPRA) language.

Budget Impact:

It is estimated that this MOU, once approved, will increase the cost to the City by approximately \$14,638 for 2014/2015; \$33,617 for 2015/2016; \$37,775 for 2016/2017; and \$18,796 for 2017/2018.

Recommendation:

That the City Council, by motion, ratify the MOU with the SU as presented and authorize the necessary budget adjustments to accommodate its ratification.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LEMOORE

&

THE LEMOORE POLICE SERGEANTS UNIT

JANUARY 1, 2015 - DECEMBER 31, 2017

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ARTICLE 1
INTRODUCTION

Section 1 - Purpose:

This Memorandum of Understanding, hereinafter referred to as "MOU", entered into by the City of Lemoore, hereinafter referred to as "City", and the Lemoore Police Sergeants Unit, hereinafter referred to as "Union", has as its purpose the creation of a full and entire understanding of the parties regarding the matters set forth herein, reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment for the employees covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted to the City Council and recommended for approval.

Section 2 - Full Understanding, Modifications, Waiver:

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this MOU.
- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City Council.
- D. The waiver or breach of any term or condition of this MOU by either party shall not constitute a precedent in future enforcement of all its terms and provisions.
- E. Existing practices and/or benefits within the scope of representation per the Meyers vs Miliias-Brown Act (Government Code §3500, et seq.), which are not referenced in this Memorandum of Understanding, shall continue without change unless modified or abolished pursuant to the meet and confer process.

ARTICLE 2
NON-DISCRIMINATION

The City and the Union agree that each shall not discriminate in any aspect of employment or membership based on political affiliation, race, religious creed, color, national origin, ancestry, gender, marital status, sexual orientation, age, medical condition or physical disability.

ARTICLE 3
RECOGNITION

Section 1 - Definition of Bargaining Unit:

Per the provisions of Rule 22 of the Personnel System Guidelines, the City of Lemoore formally recognizes the Lemoore Police Sergeants Unit as the exclusive recognized employee organization consisting of all Lemoore Police Sergeants.

Section 2 - New and/or Changed Classifications:

If new classifications are established by the City and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the City shall forward the new or changed class and proposed wage to the Union for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Union.

ARTICLE 4
UNION SECURITY

Section 1 – Dues and Other Deductions:

It is agreed that Union dues and other deductions, as may be properly requested, and lawfully permitted, shall be deducted in accordance with the provisions of applicable State law on a monthly basis by City from the salary of each employee within the unit who files with the City a written authorization requesting the deductions be made. Remittance of the aggregate amount of all Union deductions made from salaries of employees within the unit shall normally be made to the Union by City within one week of the pay day.

Section 2 – Uninterrupted Provision of Service:

It is agreed that the continued and uninterrupted provision of service to the public is of paramount importance. Therefore, during the term of this MOU, City agrees that it will not lock out employees, and Union agrees that neither the Union, nor any person acting on its behalf, nor any employee in a classification represented by the Union, nor any combination thereof, shall cause, authorize, engage in, encourage, or sanction a work stoppage or slow down against the City, or the concerted failure to report for duty, or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another Bargaining Unit to engage in such activity.

If the City determines to its satisfaction that an employee is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may withhold that employee's wages and other City-paid benefits and/or take whatever other action it deems appropriate.

If the employee covered by this MOU or the City determines to its satisfaction that the Union is, or has, engaged in any activity prohibited by Paragraph 1 of Section 2 of this Article, the City may take legally available remedial action.

The Union recognizes the duty and obligation of its representatives and members to comply with the provisions of this MOU and to make every reasonable effort toward inducing all employees to fully and faithfully perform their duties, recognizing with City that all matters of controversy within the scope of the MOU shall be settled by the grievance procedure contained in City's Personnel Guidelines or other legally available remedies.

Nothing in this Article prejudices the position of either party regarding the legality of strikes in the State of California.

ARTICLE 5

RIGHTS OF PARTIES

Section 1 - Employee Rights:

- A. Employees shall also have the right to refuse to join or participate in any employee organization.
- B. No person, in the City or Union, shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining in accordance with the Meyers-Milias-Brown Act, or in the free exercise of any other right under this MOU.
- C. The provisions of this MOU shall be applied equally to all employees without discrimination as to political affiliation, race, religious creed, color, national origin, ancestry, sex, marital status, sexual orientation, age, medical condition or physical disability.
- D. Any reference in this document to gender is to be construed as applying to both female and male employees.
- E. No person shall directly or indirectly interfere with, restrain, coerce, or discriminate against any employee in the free and lawful exercise of their right of free speech except when acting as an agent or employee of the City.

Section 2 - Management Rights:

The Union recognizes that the Rights of the City derive from the Constitution of the State of California and the government Code and not from this MOU.

The Union recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as the adoption of Policies, Rules, Regulations and Practices and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and the City's obligations under California Government Code sections 3500 et seq. (Meyers vs Milias Brown Act).

The Union 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 these services limited only by the specific and express terms of this MOU. The exclusive rights of the City shall include but not be limited to, the right to

determine the reorganization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, and the right to introduce new or improved methods or facilities and to change or alter personnel, methods, means, materials and facilities; to exercise control and discretion over its organization and operation through its managerial employees; to establish and effect Rules and Regulations consistent with the applicable law and the specific and express provisions of this MOU; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct the work force by determining the work to be performed, the personnel who shall perform the work; to take disciplinary action; to relieve its employees from duty because of lack of work, funds or for other reasons; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community. The Union recognizes and agrees that the City retains its rights to take whatever actions it deems appropriate during an emergency, including suspension of specific appropriate terms of this MOU. The determination of whether an emergency is to be declared is solely within the discretion of the City. When an emergency is declared, the City shall immediately notify the Union. The Union agrees it will abide by such emergency decisions of the City during the time of the declared emergency. The City and the Union agree to meet and confer on related matters at the call of either party, as soon thereafter as practicable.

Where required by law, the City agrees, prior to implementation, to meet and confer with the Union over the impact of the exercise of a right of management upon the wages, hours and terms and conditions of employment on Bargaining Unit members unless the impact of the exercise of a right of management upon Unit members is provided for in this Memorandum of Understanding, City Rules and Regulations, or Departmental Rules and Regulations in place at the time this MOU becomes effective.

ARTICLE 6
UNION BUSINESS

Section 1 - Granting of Leave:

Members of the bargaining unit selected to serve as authorized representatives of the Union shall be certified in writing to the City. Each representative will be expected to perform his duties as a representative of the Union on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be carried on during working hours; for example, investigation and processing of complaints, disputes, and grievances, and attendance at union meetings (not to exceed a reasonable amount of time). It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during working hours, they may be done without loss of pay to the representative involved, provided the representative notifies his on-duty supervisor, whenever possible, prior to taking time from duty to engage in Union business that exceeds one hour. All Union activity will be reported on an appropriate time reporting form provided by Management.

Section 2 - Negotiating Team:

Not more than two (2) members of the Union's negotiating team shall be allowed to attend and travel to and from collective bargaining negotiations for a successor to this Agreement in on-duty status. If a negotiations session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation payments regardless of the duration of the negotiations session or travel. However, compensation will not be paid for hours exceeding the members' normal work schedule.

Section 3 - Management / Labor Meetings:

The Police Chief, or designee, shall meet monthly, if necessary, with representatives of the Union. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party. On-duty time shall be provided for two (2) Union representatives, and may be increased if both parties mutually agree.

Section 4 - Attendance at Hearings:

Leave of absence with pay may be granted to officers of the Union, not to exceed two (2) officers, to attend grievance and arbitration hearings. Such leave will require prior approval of the City.

Section 5 – Donation of Vacation to Union Leave Bank:

The City agrees to the creation of a Time Bank established with voluntarily donated accrued paid leave (excluding sick time) for the use of Union officers for attendance at conference and/or training that will enhance the performance of their representational duties. The Union will amend its bylaws to establish an approval system to protect against abuse of this provision.

ARTICLE 7

ACCESS TO CITY FACILITIES AND INFORMATION

Section 1 - Access by Non-Employee Union Representatives:

Authorized non-employee Union representatives will be given access to non-secure work locations during working hours to investigate and process grievances or post bulletins on the bulletin board(s) without unreasonable interference with employee work. The Union shall give the department head and the City Manager a written list of such authorized Union Representatives. Only those people whose names appear on the current list shall be granted access under this provision.

Section 2 - Access to Recruits:

The Union Representative will be given a reasonable amount of on-duty time to meet with the new bargaining unit member with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other Union benefits.

Section 3 - Access to City Information:

The City shall make available to the Union, upon its reasonable request, any existing information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this agreement.

Section 4 - Access to City Communications System:

The City's interdepartmental messenger service may be used for communication between employees who are represented by the Union and between the paid staff of the Union's officers or officials.

Section 5 - Notice of City Council Meetings:

The City will make available to the Union a copy of each of the City Council's regular public meeting agenda in advance of the regular Council meeting.

Section 6 - Ballot Boxes:

The Union shall be permitted, with the prior notification to the Chief of Police, to place ballot boxes at Police Headquarters for the purpose of collecting members' ballots on all Union issues subjected to ballot, except ballots regarding job actions. Such boxes shall be the Property of the Union and neither the ballot boxes nor the ballots shall be subjected to the City's review.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 1 - Standards for Discipline:

- A. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.
- B. Discipline will be applied in a corrective, progressive and uniform manner.
- C. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline, and the employee's record of performance and conduct.

Section 2 - Working Off Suspension:

Officers suspended up to a maximum of ten (10) working days may, upon the officer's request and at the Chief's discretion, forfeit vacation designated by the Chief for a period equal to the suspension. The provisions of this Section shall apply solely to suspensions which are agreed to by the officer and no appeal may be instituted on suspensions where the officer has agreed to the suspended time.

Section 3 – Police Officer’s Rights:

It is agreed that the Government code sections 3300 through 3311, commonly referred to as the Police Officer's Procedural Bill of Rights, be included in this Agreement by reference.

ARTICLE 9

SENIORITY

Section 1 - Overall Seniority:

"Seniority" for the purposes of vacation accrual shall be computed on the basis of total uninterrupted length of continuous service with the City. Such seniority shall hereinafter be defined as "Department Seniority."

Section 2 - Department Seniority:

Department Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department. Officers shall not attain department seniority until completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

Section 3 - Classification Seniority:

Classification seniority is defined as the period of most recent continuous service in the officer's classification. Officers shall not attain classification seniority until completion of the probationary period in the classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

Section 4 - Ties in Seniority:

Whenever two (2) or more officers have the same hire date, the order of seniority shall be determined by lottery selection. The names of all officers having the same hire date will be drawn at random, one (1) name at a time until all names are drawn. The order of selection shall determine the order of seniority, with the officer whose name is drawn first having the greater seniority. Lottery selection will be made by the Chief or his representative in the presence of a Union representative.

Section 5 - Forfeiture of Seniority:

An officer shall forfeit seniority rights only for the following reasons:

- A. The officer resigned and has not been reinstated within two (2) years of the date of resignation;
- B. The officer is dismissed and is not reinstated;
- C. The officer is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report;
- D. The officer retires on a regular service retirement.
- E. If, following a layoff, the officer fails or refuses to notify the department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the department or having notified the department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work, whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The officer will be advised during layoff processing of the necessity of a current address on record with the department.

Section 6 - Seniority Credits:

- A. In computing seniority, credit shall be given for all classified service in the Police Department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break.
- B. Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be credited in the former position.
- C. Seniority credit shall be allowed upon return from absence from a position in the classified service as a result of disability retirement, not to exceed three years. This seniority credit shall be used only in the computation of shift selection, days off, annual leave selection, layoffs and seniority points on promotion.

- D. In the event an officer is separated from the department as a result of disciplinary action and subsequently reinstated to his position, as a result of arbitration, commission or court decisions, his seniority shall be maintained from the original date of hire unless the arbitrator, commission or court orders otherwise.

ARTICLE 10
COMPENSATION

Section 1 – Salary and Educational Incentives Effective January 1, 2015

The monthly salary schedule for Sergeant classifications covered by this Agreement shall be shown below. The salary schedule also provides higher base pay rates for classifications with College Degrees. Sergeants will continue to receive a 5% higher base salary for holding an AA/AS Degree and a 10% higher base pay for holding a BA/BS Degree.

<u>Salary Schedule Code</u>	<u>Classification</u>	<u>Salary</u>
392A	Police Sergeant	\$4,616
392B	Police Sergeant	\$4,852
392C	Police Sergeant	\$5,100
392D	Police Sergeant	\$5,362
392E	Police Sergeant	\$5,636
392F	Police Sergeant	\$5,923
402A	Police Sergeant & AA/AS Degree	\$4,852
402B	Police Sergeant & AA/AS Degree	\$5,100
402C	Police Sergeant & AA/AS Degree	\$5,362
402D	Police Sergeant & AA/AS Degree	\$5,636
402E	Police Sergeant & AA/AS Degree	\$5,923
402F	Police Sergeant & AA/AS Degree	\$6,227
412A	Police Sergeant & BA/BS Degree	\$5,100
412B	Police Sergeant & BA/BS Degree	\$5,362
412C	Police Sergeant & BA/BS Degree	\$5,636
412D	Police Sergeant & BA/BS Degree	\$5,923
412E	Police Sergeant & BA/BS Degree	\$6,227
412F	Police Sergeant & BA/BS Degree	\$6,546

Effective January 1, 2016, the Sergeants Unit will receive a 7.5% salary increase. The adjusted salary ranges shall be as follows:

Salary Schedule <u>Code</u>	<u>Classification</u>	<u>Salary</u>
407A	Police Sergeant	\$4,975
407B	Police Sergeant	\$5,230
407C	Police Sergeant	\$5,497
407D	Police Sergeant	\$5,778
407E	Police Sergeant	\$6,073
407F	Police Sergeant	\$6,384
417A	Police Sergeant & AA/AS Degree	\$5,230
417B	Police Sergeant & AA/AS Degree	\$5,497
417C	Police Sergeant & AA/AS Degree	\$5,778
417D	Police Sergeant & AA/AS Degree	\$6,073
417E	Police Sergeant & AA/AS Degree	\$6,384
417F	Police Sergeant & AA/AS Degree	\$6,711
427A	Police Sergeant & BA/BS Degree	\$5,497
427B	Police Sergeant & BA/BS Degree	\$5,778
427C	Police Sergeant & BA/BS Degree	\$6,073
427D	Police Sergeant & BA/BS Degree	\$6,384
427E	Police Sergeant & BA/BS Degree	\$6,711
427F	Police Sergeant & BA/BS Degree	\$7,055

Effective January 1, 2017, the Sergeants Unit will receive a 7% salary increase. The adjusted salary ranges shall be as follows:

Salary Schedule <u>Code</u>	<u>Classification</u>	<u>Salary</u>
421A	Police Sergeant	\$5,335
421B	Police Sergeant	\$5,608
421C	Police Sergeant	\$5,894
421D	Police Sergeant	\$6,196
421E	Police Sergeant	\$6,513
421F	Police Sergeant	\$6,847
431A	Police Sergeant & AA/AS Degree	\$5,608
431B	Police Sergeant & AA/AS Degree	\$5,894
431C	Police Sergeant & AA/AS Degree	\$6,196
431D	Police Sergeant & AA/AS Degree	\$6,513
431E	Police Sergeant & AA/AS Degree	\$6,847
431F	Police Sergeant & AA/AS Degree	\$7,198
441A	Police Sergeant & BA/BS Degree	\$5,894
441B	Police Sergeant & BA/BS Degree	\$6,196
441C	Police Sergeant & BA/BS Degree	\$6,513
441D	Police Sergeant & BA/BS Degree	\$6,847
441E	Police Sergeant & BA/BS Degree	\$7,198
441F	Police Sergeant & BA/BS Degree	\$7,567

Section 2 – Bonuses and Incentives:

- A. **Spanish Proficiency Pay:** Effective through the term of this MOU, the City will provide Spanish Proficiency pay, which will be calculated and paid at 2.5% of base pay. Spanish Language Proficiency will be tested and/or verified in a manner to be determined by the City, and begin in the month following verification. Any cost associated with the testing will be borne by the employee.
- B. **Duty/Assignment Pay:** Effective through the term of this MOU, the City will provide the following incentive pays for specialty duties:
 - 1. Field Training Officer: Employees assigned as Field Training Officers will receive a premium pay of \$1.50 per hour spent training a designated trainee.
 - 2. Detective: Employees assigned as a Detective will receive a premium pay equal to 2.5% of their base pay for the duration of the assignment. Detectives will be available for rotational duty to receive calls related to their primary duties and for callback, including the expectation of response time, outside of their regular working hours as prescribed by Department policy. Detectives, during their assigned rotation, will be compensated for time worked for official phone calls taken or made while off-duty. Time spent in such activity that is less than 10 minutes is considered as de-minimis and not compensable
 - 3. Canine Officer: Upon the request of the Chief of Police, Sergeants assigned to maintain police canines in their homes will receive premium pay equal to 10% of their base pay as full compensation for those hours spent in the home-care of their assigned animals. This compensation is agreed to satisfy any requirements of the Fair Labor Standards Act in that it represents appropriate compensation for the fluctuating, unsupervised, and unrecorded compensable hours of work.
- C. **Educational Incentive:** Effective through the term of this MOU, the City agrees, that for employees covered under this MOU, the amount of funding under the tuition reimbursement program will be \$1,500 per year for lower-division coursework and \$3,000 per year for upper-division coursework.

ARTICLE 11

COURT APPEARANCES AND CALLBACKS

Section 1 - Court Appearances:

Minimum Payments. When an employee is required to appear in court as a result of his or her official duties, during the employee's non-scheduled work period, the employee shall receive, at the employee's option, a minimum of four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

Section 2 - Call Backs:

Call back time is defined as when an employee is called back to work after the completion of a normal work day to perform work for the department, except when an employee is called to work one hour or less prior to the employee's work schedule.

When an employee is called back to work, the employee shall receive, at the employee's option, a minimum of four (4) hours pay or compensatory time off at the rate of one and one-half (1.5) the employee's regular rate of pay.

ARTICLE 12
CLOTHING

Section 1 - Uniform Allowance:

- A. The City shall provide the following equipment to newly hired Police Sergeants which, upon termination of employment with the Lemoore Police Department, is to be returned to the department:

- One (1) pair pants – B Class (style #74326 - Midnight Navy)
- One (1) long sleeve shirt – B Class (style #72345 - Midnight Navy)
- Two (2) short sleeve shirt- B Class (style #71177 - Midnight Navy)
- One (1) pair Class A pants (Midnight Navy)
- One (1) long sleeve Class A shirt (Midnight Navy)
- One (1) Double Duty jacket (style #48096 - black)
- One (1) pair boots (black)
- One (1) Tie with tie bar
- Two (2) name tags
- One (1) duty belt with all department issued equipment
- One (1) body armor vest

Sergeants assigned to the Central Valley SWAT Team will be provided the necessary uniforms and equipment as listed in the Central Valley Regional SWAT Policies AND Procedures Manual.

- B. In July of each year, the City shall pay a uniform allowance of \$900, by separate check, for maintaining said safety equipment. One-half the allowance (\$450) shall be paid with the first pay period following July 1 of each year. The remaining half (\$450) shall be paid with the first pay period following January 1 of each year.
- C. The City agrees to repair or replace both personal and City-owned uniforms, equipment and property damaged or destroyed on duty unless gross negligence can be shown on the part of the officer. Repair or replacement of the following items shall not exceed the following costs: Watches, actual cost not to exceed \$25.00; corrective lens, excluding frames, actual cost not to exceed reasonable replacement of damaged item(s); eyeglass frames not to exceed \$65.00. Receipts will be required prior to payment by the City. Repair or replacement of non-listed items shall not exceed reasonable costs for only those items that are normally associated with an officer's on duty status.

Section 2 - Body Armor:

Body armor shall be replaced as follows:

- A. At the employee's request, the City agrees to replace all protective body armor no later than one hundred eighty (180) days after the expiration of any manufacturer's warranty regarding the fitness of the product to perform its intended function.
- B. The City will not permanently issue used body armor without the consent of the Union.

Section 3 - Service Weapons:

The City agrees to furnish all newly hired officers with a duty firearm upon their date of hire.

**ARTICLE 13
ACTING PAY**

In the event the Police Chief determines that it is necessary to assign an employee to perform the duties of a *higher* paid merit system classification for a period of more than fourteen (14) consecutive calendar days or more than fifteen (15) calendar days within a thirty (30) calendar day period, the employee shall receive an additional 5% out-of-class pay, paid retroactively to the first day performing the duties.

**ARTICLE 14
DISABILITY INSURANCE**

The City agrees to offer employees the option to purchase voluntary long term disability insurance through PORAC; the City will facilitate monthly payroll deductions for employees electing this voluntary benefit. Employees are to be responsible for 100% of the premiums.

**ARTICLE 15
HEALTH INSURANCE AND CAFETERIA PLAN**

Section 1 – Premium Shares:

The City's contribution to the employees' cafeteria plan for pre-tax benefits, including health insurance, will be equal to 80% of the least expensive health plus dental premium rates available for the employee and all dependents. Employees that decline health coverage will be provided an amount equal to 80% of the employee-only rate within the existing cafeteria plan.

Section 2 – Health and Benefits Committee:

- A. The City and the Union agree to continue using the Health and Benefits Committee for the review of benefits plans and to formulate recommendations regarding changes in those programs.

- B. The City agrees that the Union may designate one committee member to represent the interests of the Union.
 - C. The Union representative will be responsible for notifying the City and the Health Benefits Committee, in the event the Union does not agree with a committee recommendation.
 - D. Unless the Union representative notifies the City of a disagreement, per Section C above, the parties agree that the Committee process will fulfill all meet and confer obligations.
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ARTICLE 16

DEFERRED COMPENSATION

The City will continue the employee's deferred compensation contribution of two (2%) percent of the employee's base wage.

Additionally, the City will continue to provide a dollar-for-dollar match, up to 4% of the employee's base wage, for voluntary employee contributions into the deferred compensation program, that are above and beyond the 2% contribution outlined above.

ARTICLE 17

CATASTROPHIC LEAVE

The City will allow employees to participate in the City's Catastrophic Leave Program. Additionally, employees may donate compensatory time to the affected employee as part of the program.

VACATION DONATION PLAN FOR CATASTROPHIC LEAVE

- A. Catastrophic leave benefits have been established for City employees governed by this MOU who have exhausted all accumulated vacation, sick leave and compensatory time off. The purpose of this benefit is to provide a portion or all of an employee's pay to the injured or ill employee during the time the employee would otherwise be on medical leave of absence without pay pursuant to the City's Personnel System Guidelines. Catastrophic leave benefits are contingent on the receipt of donated vacation time and/or compensatory time in the manner described below.
- B. Catastrophic leave shall conform to the rules for leave of absence without pay set forth in the City's Personnel System Guidelines except that, during that portion of the leave of absence that is also catastrophic leave, the employee will be paid. Although employees on catastrophic leave will receive catastrophic pay, for all other purposes, except as indicated below, such employees will be considered on leave of absence without pay pursuant to the City's Personnel System Guidelines and they shall not accrue any leave rights while on catastrophic leave.
- C. In no event may an employee take more than six (6) months of catastrophic leave during any twelve (12) month period. Catastrophic leave and leaves of absence without pay shall run concurrently.
- D. An employee is eligible for catastrophic leave when the employee faces injury or prolonged

illness (based on medical evidence) of the employee or employee's spouse, parent or child and the employee is absent from work caring for himself or herself or family members.

- E. Any City employee may donate vacation time or CTO to any employee covered by this MOU who meets the conditions described above. Employees may not, however, donate sick leave.
- F. Employees (or their designees) requesting establishment of a catastrophic leave bank must submit a written request to the office of the City Manager. The request must provide sufficient information to enable the City Manager to determine whether the reason for the leave qualifies as catastrophic. This information will be maintained confidentially to the extent required by law. Catastrophic leave requests for injury/illness must include supporting medical verification from a licensed physician. Leave requests must include the estimated date of return to work.
- G. It is the responsibility of the employee or co-workers to canvass other employees for the donation of leave credits. However, donations are voluntary; coercion of fellow employees is strictly prohibited. Donations must be made on the City-approved authorization form. All donations are irrevocable. Donations are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.
- H. Donations must be a minimum of four (4) hours. The City will convert the donor's vacation or CTO time hours to a dollar equivalent amount. Ninety-five percent (95%) of that dollar amount will then be converted to hours, using the recipient's hourly wage, resulting in hours applied to recipient's catastrophic pay.
- I. Health insurance coverage and retirement contributions will continue in the same manner as if the recipient employee was on sick leave. The recipient employee will not accrue sick leave or vacation benefits while using catastrophic leave.
- J. Catastrophic leave shall be terminated when one or more of the following occurs:
 - 1. The employee has exhausted six (6) months of catastrophic leave during any twelve (12) month period.
 - 2. The employee has exhausted all of his or her rights under the City's Personnel System Guidelines for unpaid medical leaves of absence, whether paid in part or in full from catastrophic leave pay.
 - 3. Donated leave credits have been exhausted.
 - 4. Death of the ill or injured employee or subject family member.
 - 5. The employee returns to full-time, active City employment

ARTICLE 18
RETIREMENT

Section 1 – Classic Members:

- A. Sworn officers hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” of the California Public Employee's Retirement System (CalPERS) as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) shall participate in the 2% @ 50 retirement plan as classic members.

- B. Effective January 1, 2015, each represented employee not currently contributing to the employee cost of the PERS retirement benefit (“classic employees”) shall commence paying 2% (two percent) of the cost of the employee’s contribution currently paid by the City. The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.
- C. Effective January 1, 2016, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee’s contribution currently paid by the City, for a total classic employee contribution of 4% (four percent). The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.
- D. Effective January 1, 2017, each represented classic employee shall pay an additional 2% (two percent) of the cost of the employee’s contribution currently paid by the City, for a total classic employee contribution of 6% (six percent). The City shall continue to pay the remaining cost of the classic employee’s cost of retirement.

Section 2 – New Members:

- A. Sworn officers hired on or after January 1, 2013 and designated as “new members” of CalPERS as defined by PEPRAs shall participate in the 2% @ 57 retirement plan as new members.
- B. New members pay the entire employee contribution rate reviewed and set annually by CalPERS.

**ARTICLE 19
HOLIDAYS**

The City provides paid holidays on the following days:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Veterans Day	Thanksgiving Day	Day after Thanksgiving
4 hours Christmas Eve	Christmas Day	4 hours New Year's Eve	

Unless otherwise noted, holidays are compensated at the rate of eight (8) hours. If a holiday falls on a Saturday, the City shall provide pay for Friday. If a Holiday falls on a Sunday, the City shall provide pay for Monday.

In addition to the above Holidays, the City provides employees two floating holidays per fiscal year. These days are provided on July 1 each year and may not be carried to the next fiscal year. Employees serving their probationary period may not use their floating holidays. Floating holidays may be used any time during the year upon approval from a supervisor with exception to the day before or after a City paid holiday. Employees hired after July 1 and before December 31, will receive 1 floating holiday during the fiscal year. Employees hired after December 31 and before July 1, will not receive any floating holidays that fiscal year.

Safety Employees have the option to use the paid holiday or alternate day if scheduled on a holiday, or get paid in lieu of the holiday. Safety employees must make their election prior to the beginning of the fiscal year. In-Lieu Holiday Pay is made in two payments annually, during the May and November pay periods. Six Holidays are paid at each period.

**ARTICLE 20
VACATION**

Vacations are considered essential to the employee's welfare and they are granted by the City to allow employees relaxation and rest from their duties. All full-time regular employees shall be entitled to annual leave with pay as provided below.

Section 1 - Vacation Allowance:

Police Sergeants are entitled to an annual paid vacation after completion of continuous service with the City as follows:

Years of Service	Days of Vacation Earned	Monthly Accrual	Maximum Accrual
Up to 2 years	11	7.33 hours	176 hours
After 2 years to 4 years	13	8.67 hours	208 hours
After 4 years to 9 years	15	10 hours	240 hours
After 9 years to 14 years	18	12 hours	288 hours
After 14 years	19	12.67 hours	304 hours

Section 2 - Vacation Accumulation:

Vacation accruals can be carried from year to year, as long as the employee does not allow the accrued leave balance to exceed twice his/her annual accrual rate, unless specifically approved in writing by the Department Head. In the event the City is unable to schedule vacation and an employee is subject to loss of accrued earnings, the employee shall be permitted to utilize such vacation prior to such loss.

Section 3 - Continuous Service Defined:

- A. Continuous service shall mean service in the classified service in any classification since original regular appointment, excluding any time prior to a break in service.
- B. As used in this Section, years of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay.
- C. Neither military leave nor leaves of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

Section 4 - Vacation Scheduling:

The time at which an employee may take his or her vacation shall be determined by the Department Head, with due regard for the wishes of the employee and the needs of the department.

Section 5 - Vacation Allowance For Employees Upon Separation:

When an employee is separated from service, for any reason, he or she shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

ARTICLE 21
OVERTIME PROVISIONS

Section 1 - Overtime Hours:

Employees, in a given 28 day work cycle, will receive overtime compensation for all hours worked (including vacation time and sick leave, but not compensatory time paid) over 160. All overtime hours worked must be approved by a supervisor.

Section 2 - Overtime Compensation:

Employees working overtime hours will be compensated in one of two ways: Overtime Pay or Compensatory Time Off. Overtime Pay is paid at 1 ½ times the regular pay rate. Compensatory Time Off is accrued at 1 ½ hours for each hour worked.

Employees may choose to take either Compensatory Time Off or Overtime Pay for all hours worked in excess of 160 in a 28 day work cycle; however, City is in under no obligation to pay out, in Overtime Pay, more than is allocated in the Police Department's Overtime Budget. In cases where the overtime budget is exhausted, employees will receive Compensatory Time Off.

Section 3 - Compensatory Time Off Provisions:

Employees can accrue compensatory time off for overtime hours worked. The department head or designee must approve use of compensatory time. It is advisable that employees submit compensatory time off requests as far in advance as possible.

Employees may accrue up to 300 hours of Compensatory Time Off. In order to maintain a balance below the maximum of 300 hours, the Chief may request that the employee use accrued compensatory time.

Section 4 - Compensatory Time Cash Out Provisions:

Employees may cash out up to 40 hours of compensatory time per fiscal year; however, City is in under no obligation to pay out more than is allocated in the Police Department's Overtime Budget. Payment of compensatory time in this manner will take place on June 30 and November 30. The election to cash out must be made prior to June 15 in order receive payment on June 30, and prior to November 15 in order to receive payment on November 30. It is advisable that employees submit requests to cash out compensatory time as far in advance as possible. Requests to cash out will be honored on a first-come, first-served basis.

ARTICLE 22
HOURS OF WORK

4/10, 5/8 and 12-hour Shift Plans.

Each week of service shall consist of five (5) eight (8)-hour workdays, or four (4) ten (10)-hour workdays, or a twenty-eight (28) day period, twelve (12) hour workdays shift schedule. Significant efforts shall be made by the City to ensure continuous days off when possible.

ARTICLE 23

SEVERABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

ARTICLE 24

TERM OF AGREEMENT

The term of this MOU shall be January 1, 2015, through December 31, 2017. This MOU shall apply to employees within job classifications covered by this MOU and in the City's active employment on the effective date of this Agreement and thereafter.

One hundred and twenty (120) days prior to the termination of this MOU, the Union or City shall notify the other party in writing if it wishes to modify the MOU. In the event that such notice is given, negotiations shall begin as soon as possible after the notice but not later than September 1, 2017. This Agreement shall remain in full force and be effective during the period of negotiations and until written notice of impasse or termination of this Agreement is provided to the other party.

CITY OF LEMOORE

Jeff Laws, City Manager

Brooke Austin, Executive Secretary

Susan Wells, Consultant

SERGEANTS GROUP

Jim Chaney, Police Sergeant

Margarita Ochoa, Police Sergeant

Mayor
Lois Wynne
Mayor Pro Tem
Willard Rodarmel
Council Members
Ray Madrigal
Eddie Neal
William Siegel



**Office of the
City Manager**

119 Fox Street
Lemoore, CA 93245
Phone (559) 924-6700
Fax (559) 924-9003

To: Lemoore City Council
From: Jeff Laws, City Manager 
Date: November 26, 2014 **Meeting Date:** December 2, 2014
Subject: Activity Update

Reports

- CMC PG&E Solar Update October 16 – November 17, 2014
- PD PG&E Solar Update October 18 – November 18, 2014

Travel Report

- Rocha – Sun Ridge Training



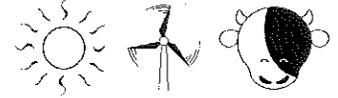
**Pacific Gas and
Electric Company**

**PACIFIC GAS AND ELECTRIC COMPANY
NET ENERGY METERING ELECTRIC STATEMENT**

THIS IS NOT A BILL

Service Dates: October 16, 2014 to November 17, 2014

True-up period from Jun 2014 to May 2015



CITY OF LEMOORE
711 W CINNAMON DR
LEMOORE, CA. 93245

Rate Schedule: A 6 P/NEMEXPM

Account ID: [REDACTED]

Service ID: [REDACTED]

PAGE 1

BILLING SUMMARY:

Current Non-Energy Charge	\$21.03
Current Energy Charges/Credits	\$5,125.81
Energy Commission Tax (ECT)	\$7.04
Total Current Month's Billed Amount	\$5,153.88

SUMMARY CALCULATION OF CURRENT MONTH'S BILLED AMOUNT:

Current Energy Charges/Credits = (greater of Cumulative Energy Charges or 0) — Previous Billed Amounts	
Cumulative Applicable Energy Charges (including ECT)	\$29,913.38
Previous Billed Amounts	<u>24,780.53</u>
Current Energy Charges/Credits (including ECT)	\$5,132.85
Current ECT Charges = (Cumulative ECT amounts, if greater than 0, or 0) — Previous Billed ECT Amounts	
Cumulative ECT Amounts	\$47.61
Previous Billed ECT Amounts	<u>40.57</u>
Current Energy Commission Tax (ECT)	\$7.04

CURRENT MONTH METER INFORMATION:

CHANNEL ID	METER BADGE	PRIOR READ DATE	CURRENT READ DATE	PRIOR READ TIME	CURRENT READ TIME	USAGE (kWH)
6378294246A	1009988649	10/16/14	10/31/14	24:00	24:00	11,905
6378294246A	1009988649	10/31/14	11/17/14	24:00	24:00	13,132
6378294246C	1009988649	10/16/14	10/31/14	24:00	24:00	-312
6378294246C	1009988649	10/31/14	11/17/14	24:00	24:00	-428
TOTAL						24,297

CURRENT MONTH TOU DEMAND:

SEASON	TOU PERIOD	DEMAND CONSTANT	MAXIMUM DEMAND
Summer	Peak	160.000	74
Summer	Part	160.000	80
Summer	Off	160.000	64
Winter	Part	160.000	81
Winter	Off	160.000	77

City Manager's Office

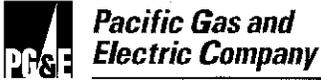
NOV 24 2014

RECEIVED

For inquiries about your Net Energy Metering bill, please contact the Solar Customer Service Center at 1-877-743-4112.
For all other inquiries, please call 1-800-743-5000.

Date Billed: 11/19/14
Billor: A1FH

Billing Point ID: [REDACTED]



PACIFIC GAS AND ELECTRIC COMPANY
NET ENERGY METERING ELECTRIC STATEMENT
THIS IS NOT A BILL



Service Dates: October 16, 2014 to November 17, 2014

True-up period from Jun 2014 to May 2015

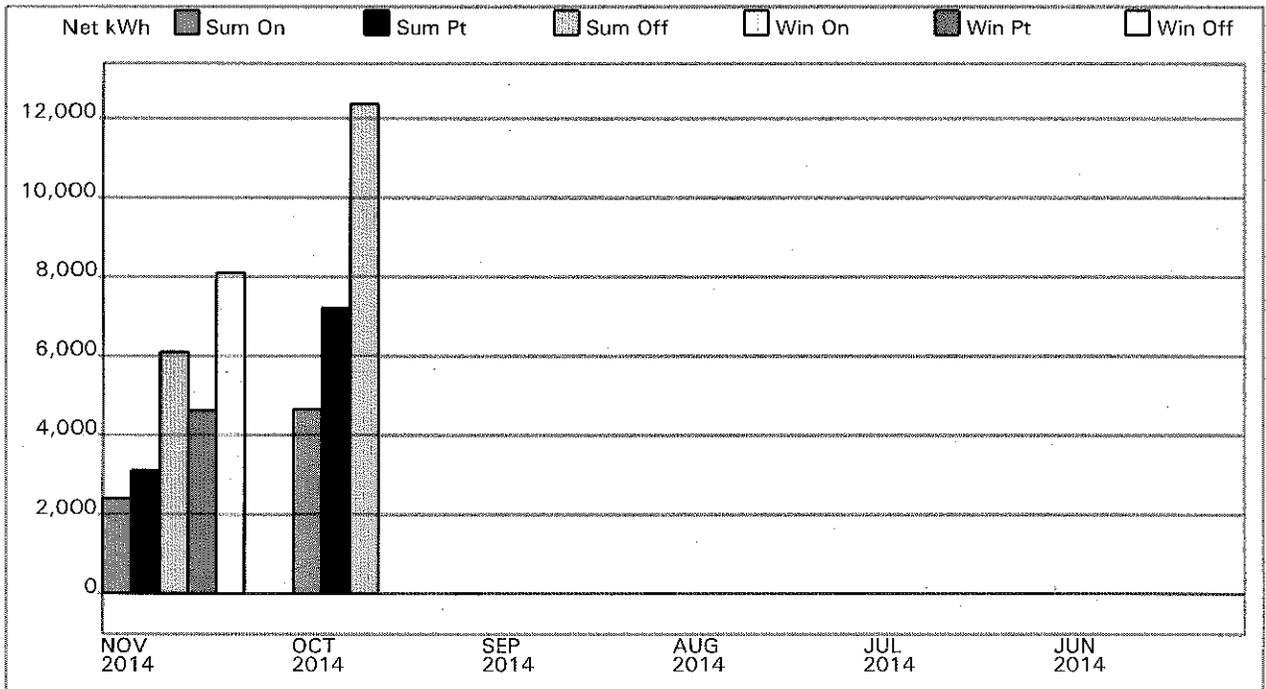
CITY OF LEMOORE
 711 W CINNAMON DR
 LEMOORE, CA. 93245

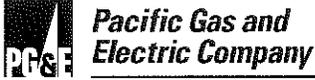
Rate Schedule: A 6 P/NEMEXPM
 Account ID: [REDACTED]
 Service ID: [REDACTED]

ENERGY TRUE-UP HISTORY:

BILLING MONTH	BILL TO DATE	SUMMER ON	SUMMER PART	SUMMER OFF	WINTER PART	WINTER OFF	TOTAL ENERGY	ENERGY CHARGES /CREDITS
NOV 2014	11/17/14	2,387	3,107	6,098	4,609	8,096	24,297	\$5,132.85
OCT 2014	10/16/14	4,644	7,214	12,359			24,217	\$6,488.05
SEP 2014	09/16/14						34,080	\$5,389.07
AUG 2014	08/19/14						42,080	\$6,654.11
JUL 2014	07/18/14						22,240	\$3,516.81
JUN 2014	06/19/14						17,280	\$2,732.49
TOTALS							164,194	\$29,913.38

**Energy Charges/Credits (-) include all energy related amounts and taxes.





**PACIFIC GAS AND ELECTRIC COMPANY
NET ENERGY METERING ELECTRIC STATEMENT
THIS IS NOT A BILL**



Service Dates: October 18,2014 to November 18,2014

Includes True-up period from Dec 2013 to Nov 2014

CITY OF LEMOORE
657 FOX ST
LEMOORE, CA. 93245

Rate Schedule: A 10S/NEMEXPM
Account ID: [REDACTED]
Service ID: [REDACTED]

ENERGY CHARGES/CREDITS

Current Month Energy Charge or Credit (-) **\$873.41**

Cumulative Energy Charges or Credits (-) for the current true-up period: **\$13,469.23**

This Cumulative Energy Charge does not reflect any payment you may have made.

Any credits you may have accumulated for net generation will be used to off-set any future energy charges within the current true-up period.

CURRENT MONTH METER INFORMATION:

METER BADGE	PRIOR METER READ	CURRENT METER READ	DIFFERENCE	METER CONSTANT	USAGE (kWH)
1003877086	63,108	63,266	158	40	6,320
TOTAL					6,320

CURRENT MONTH MAXIMUM DEMAND:

METER BADGE	KW READ	DEMAND CONSTANT	MAXIMUM DEMAND(kW)
1003877086	0.620	40.000	25

For inquiries about your Net Energy Metering bill, please contact the Solar Customer Service Center at 1-877-743-4112.
For all other inquiries, please call 1-800-743-5000.



Pacific Gas and Electric Company

**PACIFIC GAS AND ELECTRIC COMPANY
NET ENERGY METERING ELECTRIC STATEMENT
THIS IS NOT A BILL**



Service Dates: October 18, 2014 to November 18, 2014

Includes True-up period from Dec 2013 to Nov 2014

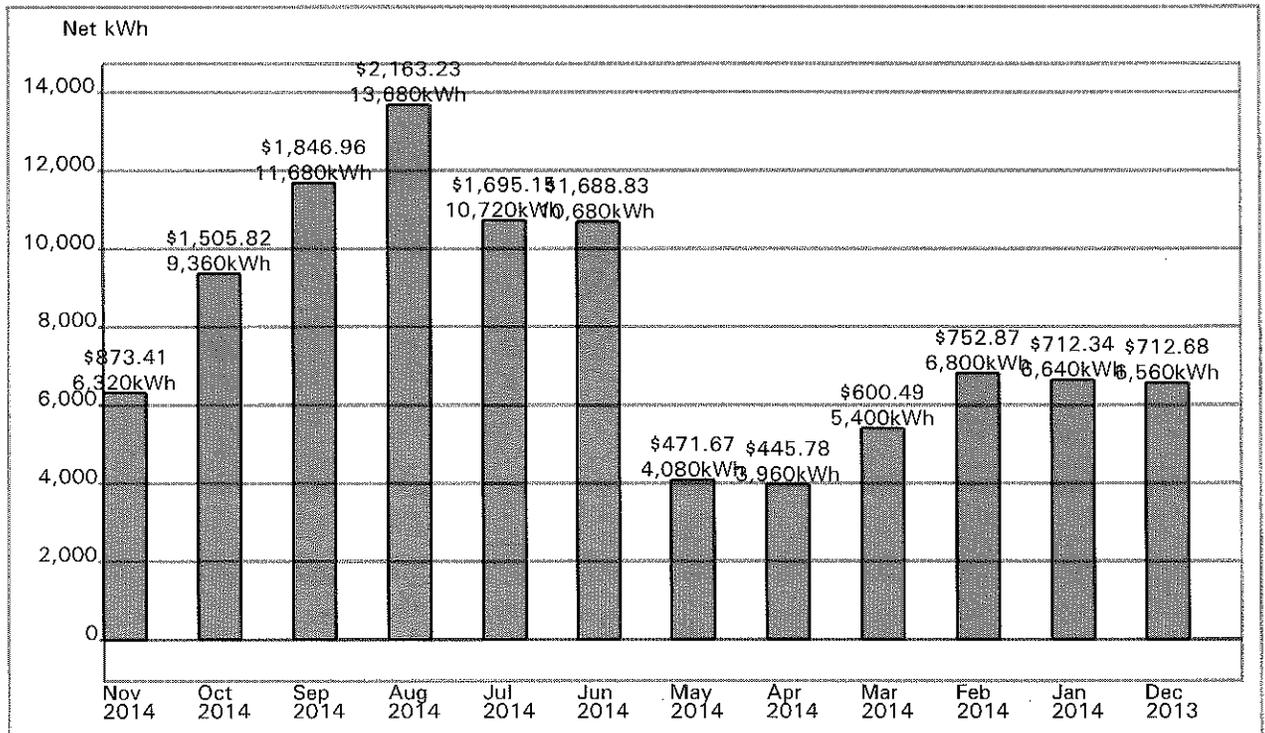
CITY OF LEMOORE
657 FOX ST
LEMOORE, CA. 93245

Rate Schedule: A 10S/NEMEXPM
Account ID: [REDACTED]
Service ID: [REDACTED]

ENERGY TRUE-UP HISTORY:

BILLING MONTH	BILL TO DATE	ENERGY (kWh)	ENERGY CHARGES/ CREDITS
Nov 2014	11/18/14	6,320	\$873.41
Oct 2014	10/18/14	9,360	\$1,505.82
Sep 2014	09/18/14	11,680	\$1,846.96
Aug 2014	08/19/14	13,680	\$2,163.23
Jul 2014	07/18/14	10,720	\$1,695.15
Jun 2014	06/19/14	10,680	\$1,688.83
May 2014	05/02/14	4,080	\$471.67
Apr 2014	04/02/14	3,960	\$445.78
Mar 2014	03/03/14	5,400	\$600.49
Feb 2014	01/30/14	6,800	\$752.87
Jan 2014	12/28/13	6,640	\$712.34
Dec 2013	11/27/13	6,560	\$712.68
TOTALS		95,880	\$13,469.23

**Energy Charges/Credits (-) include all energy related amounts and taxes.



I attended the 2014 Sun Ridge Systems software conference the week of October 13-17, 2014 at South Lake Tahoe. I attended 'What's new in Version 21' which provides detailed information on how updates to the software effect or enhance the operation of the departments Records Management System. I also attended Uniform Crime Reporting and System Security, which applies to our reporting to the state and FBI as well as additional information on data validation tables and security protocols.

We previewed items in the planning stage for the next software release in mid-2015 and how they would impact the programs. The final session is our 'wishes' for the 2016 software. This year at the conference, Sun Ridge accepts 5 items from each agency on ways to improve the software. Each item is presented to the attendees, discussed and voted on. This year two of our department items will be included in the 2016 release. These are flagging offense codes that require a form to be completed and changing security settings to include per user versus a group.

Attending the conference provides information and new perspectives on how the Records Management System is being used and where they company, based on user input, will be upgrading the software. The information and the contacts made is invaluable for my position as system administrator and Custodian of Records.

A handwritten signature in cursive script that reads "Lisa Rocha". The signature is written in black ink and is centered on the page.