



JOINT LEMOORE CITY COUNCIL /
★ LEMOORE REDEVELOPMENT
SUCCESSOR AGENCY MEETING
COUNCIL CHAMBER
429 C STREET
November 3, 2015

SPECIAL MEETING AGENDA

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

7:30 pm SPECIAL SESSION

- a. **CALL TO ORDER**
- b. **PLEDGE OF ALLEGIANCE**

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.

CONSENT CALENDAR

2-6 Approval – Employer-Employee Relations Consultant Agreement Termination

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.

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 Special Meeting of November 3, 2015 at City Hall, 119 Fox Street, Lemoore, CA on November 2, 2015.

//s//

Mary J. Venegas
City Clerk



Business Licenses for Non-Profit Organizations and Veterans

PURPOSE:

Receive direction from the City Council regarding the process of issuing business licenses to Non-Profit Organizations and Veterans.

GOAL:

Receive clarification, implement any changes to the process and update the Municipal Code to match the process.

Business License Application Fee

VS.

Business License Tax

Business License Application Fee

- ▶ Set by City of Lemoore Master Fee Schedule
- ▶ New Business License Fee - \$51
- ▶ Renewal Fee - \$26
- ▶ Fees include \$1 mandated ADA Compliance Fee per SB 1186
- ▶ Currently the above fees are being waived for all Veterans and Non-Profit Organizations (Waived based on past practice)

Business License Tax

- ▶ Based on Type of Business per Lemoore Municipal Code 3-1A
- ▶ Currently the above fees are being waived for all Veterans and Non-Profit Organizations (Exemptions based on California State Code and Lemoore Municipal Code 3-1-14)

State Exemptions

- ▶ Alcoholic Beverages
- ▶ Banks & Financial Institutions
- ▶ Insurance Companies
- ▶ Bail Bond Agents
- ▶ Residential Care Centers- In Home Care
- ▶ Laundry Equipment & Coin Vending machines
- ▶ Motor Carriers
- ▶ Blind Persons
- ▶ Cafe' Musicians
- ▶ Real Estate Auctioneers
- ▶ **Veterans**
- ▶ **Charitable Institutions & Non-Profit Organizations**

Veterans

- ▶ Business & Professions Code 16001.7 exempt some honorably discharged veterans from paying the business license tax.
 - ▶ Distributors of circulars.
 - ▶ Owners who hawk, peddle and vend any goods, wares, or merchandise owned by him or her.
 - ▶ Every person who meets the requirements shall be issued a license without cost.

- ▶ City staff interprets the Code for veterans as follows:

EXEMPT

- ▶ Retail business, and only if the veteran is selling his/her own items and selling them himself/herself.
- ▶ Sole proprietor.

NOT EXEMPT

- ▶ If the business hires any staff or becomes incorporated the business is no longer exempt.
- ▶ Service type businesses are not exempt.

Charitable Institutions & Non-Profit Organizations

- ▶ Historically, charities were developed to meet certain needs of society.
- ▶ Exemptions both Federal and State:
 - ▶ Federal Internal Revenue Code 501(c) 3.
 - ▶ Rev & Tax code Section 23701 (a-s).
- ▶ All non-profit or charitable institutions must follow all regulations within the city, but may obtain a business license exempt from tax but not application/renewal fee.

Direction Needed

- ▶ Should staff continue the practice of waiving the non-profit organizations from the new license application fee (\$50) and annual renewal fee (\$25)?
- ▶ Should the non-profit organizations and veterans pay the \$1 fee mandated by SB 1186 if Council decides to waive the application/renewal fees? If not, the City will be responsible for paying the mandatory \$1 fee.
- ▶ Should all veterans be exempt from business license tax and fees or should it be limited to the veterans who meet the requirements based on the B & P Code 16001.7?
- ▶ Should we require all non-profit organizations to obtain a business license or continue the practice of only licensing the organizations with a physical business location in the city?

Mayor
Lois Wynne
Mayor Pro Tem
Jeff Chedester
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. 2-6

To: Lemoore City Council
From: Andi Welsh, City Manager
Date: November 2, 2015 **Meeting Date:** November 3, 2015
Subject: Employer-Employee Relations Consultant Agreement Termination

Proposed Motion:

Authorize City Manager to take the necessary actions to terminate the service agreement with Susan Wells, employer-employee relations consultant on behalf of the City.

Subject/Discussion:

Historically, the consultant has served as the negotiator for Memorandum of Understanding with the City's bargaining units. The City has contracted with a consultant for employer-employee relations services since February 1, 1991. The individual who consulted with the City from 1991 forward retired in approximately 2013. The City then contracted with Susan Wells for consulting services on March 1, 2013 through the present.

Financial Consideration(s):

The open-ended agreement for services is for \$300 per month, plus \$50 per trip, and \$100 per special services project, such as representation at mediations or fact finding appearances. This amount is paid regardless of whether negotiations are occurring.

Alternatives or Pros/Cons:

Pros:

- Allows for City management to build relationships with the union's leadership directly.

Cons:

- City may need to determine alternative services for mediation and fact finding.

Commission/Board Recommendation:

Not Applicable.

Staff Recommendation:

Staff recommends terminating consulting services for employer-employee relations and allowing negotiations to be handled by City staff.

Attachments:

- Resolution
- Ordinance
- Map
- Other Service Agreement

Review:

- | | |
|---|---------|
| <input checked="" type="checkbox"/> Finance | 11/2/15 |
| <input checked="" type="checkbox"/> City Attorney | 11/2/15 |
| <input checked="" type="checkbox"/> City Manager | 11/2/15 |
| <input checked="" type="checkbox"/> City Clerk | 11/2/15 |

Date:

**EMPLOYER-EMPLOYEE RELATIONS CONSULTANT
SERVICES AGREEMENT**

This agreement ("Agreement") shall be by and between the City of Lemoore ("City") and Susan Wells ("Consultant"), to wit:

WITNESSETH:

In consideration of their mutual covenants, the parties hereto agree as follows:

1. The Consultant shall provide the City with consulting services pertaining to all aspects of employer-employee relations. Said services may, at the City's discretion, include, but are not limited to, the following:
 - A. Serving as the negotiator during meetings held to confer with recognized employee organizations on matters within the scope of representation, as defined by the Meyers-Milias-Brown Act, Government Code Section 3500, et. seq.;
 - B. Consulting on the drafting of Memoranda of Understanding and presenting these to the City Council;
 - C. Representing the City in any negotiation impasse proceeding, to include, but not limited to, post-impasse-declaration mediation and/or fact-finding proceedings;
 - D. Consulting on the administration and modification of the City's employer-employee relations policy and/or personnel ordinances, rules and practices;
 - E. Assisting in the preparation of the City's response and in processing of employee grievances;
 - F. Keeping the City informed as to State and Federal legislation related to employer-employee relations, and advising the City regarding the implementation and administration of such laws;
 - G. Advising the City on such issues as management, confidential and supervisory designation; unit determination matters; management rights; subcontracting; employment standards; union activities; and similar issues.

2. For the services rendered pursuant to Sections 1.A. through 1.G. of this Agreement, the Consultant shall receive the following payments:
 - A. The City shall pay the Consultant the sum of \$300.00 per month;
 - B. The City shall pay the Consultant for trips to the City to conduct the services described in Sections 1.A. through 1.G. at the rate of \$50.00 per trip.
 - C. In addition to the services described in 1, the City shall pay the Consultant \$100.00 for each special services project such as representation at mediations, fact-finding, appearances before the Public Employees Relations Board, and services or meetings of a similar nature.

3. The Consultant agrees to be reasonably available by telephone, mail, email, or trips to the City during the term of this Agreement.

4. This Agreement shall be effective March 1, 2013 and shall remain in force until terminated by either party pursuant to section 5.
5. This Agreement may be terminated by either party effective thirty (30) days after written notice of such termination is either mailed, with return receipt requested, faxed with proof of facsimile, overnight mail with proof of delivery, or personal service to the other party.
6. Consultant is an independent contractor for all purposes under this Agreement.

This Agreement contains the full and complete understanding of the parties hereto.



City of Lemoore



Susan Wells