

1. Agenda And Agenda Packet

Documents:

[CITY COUNCIL AGENDA PACKET 2022-12-19 18-30\\_.PDF](#)

[CITY COUNCIL AGENDA 2022-12-19 18-30\\_.PDF](#)

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# CITY OF LA VERNE

## CITY COUNCIL AGENDA

Tim Hepburn, Mayor

Rick Crosby, Mayor Pro Tem

Wendy Lau, Council Member

Steve Johnson, Council Member

Meshal "Kash" Kashifalghita, Council Member



[www.cityoflaverne.org](http://www.cityoflaverne.org)

(909) 596-8726 - Phone

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City Hall Council Chamber

3660 D Street

La Verne, CA 91750

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**Monday, December 19, 2022 - 6:30 p.m.**  
**La Verne City Hall - Council Chambers,**  
**3660 D Street, La Verne, CA 91750**

In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (909) 596-8726 at least 48 hours prior to the meeting. Regular Meetings are held on the 1st and 3rd Monday of every month.

To facilitate public participation for those who do not wish to attend in person, the meeting will still be made available virtually to residents. Below are the following opportunities on how to participate:

- 1) "View the meeting through the City's website at [www.cityoflaverne.org/live](http://www.cityoflaverne.org/live) and click on "Watch Live."
- 2) Individuals can email their comments to the Assistant City Clerk at [cityclerk@cityoflaverne.org](mailto:cityclerk@cityoflaverne.org) up to noon on the day of the meeting. Those comments will be shared with City Council in advance of the City Council meeting and included as part of the permanent record. **Please be advised that public comments submitted by emails or any other format to the City are public records that will be made available for public viewing.**
- 3) Individuals who wish to share their comments directly during the meeting may do so by emailing the Assistant City Clerk at [cityclerk@cityoflaverne.org](mailto:cityclerk@cityoflaverne.org) with their phone number and the item(s) they wish to speak on. Requests will be accepted before and throughout the meeting and staff will call you back at the appropriate time. Once items are considered by the City Council, no further public comment on that matter will be accepted. A time limit of 3-minutes is set for all public comments.
- 4) If you wish to participate via Zoom, you will need to register at [https://us02web.zoom.us/webinar/register/WN\\_ioVxGtfZQW2fq1A7jqu3SA](https://us02web.zoom.us/webinar/register/WN_ioVxGtfZQW2fq1A7jqu3SA) before 5:00 p.m. on Monday, December 19, 2022, and please be aware that space is limited. You will have the ability to watch the meeting in real time and raise your hand to request to comment as appropriate on the current agenda item(s). Once it is your turn to speak, you will be brought into the meeting and have the ability to turn your video on when called upon.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:** Council Member Meshal “Kash” Kashifalghita, Council Member Steven Johnson, Council Member Wendy Lau, Mayor Pro Tem Rick Crosby, and Mayor Tim Hepburn

4. **ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS** (Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.)

5. **PRESENTATION:**

**Recognition of Retiring City Attorney Robert Kress for his long-time dedication and service to the City of La Verne** - After 32 years with the City of La Verne, City Attorney Kress will be retiring at the end of the year. He was appointed City Attorney on October 1, 1990.

6. **CONSENT CALENDAR** (All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council or member of the audience requests separate discussion.)

a. **City Council Minutes** of December 5, 2022 *to be received and filed.*

b. **Register of Audited Demands** in the amount of \$760,664.35 dated December 1, 2022 and in the amount of \$1,390,738.14 dated December 8, 2022, ***approval recommended by Finance Director Lopez.***

c. **Old Town La Verne Business Improvement District – Transfer of Funds** - The Old Town La Verne Business Improvement District (District) Advisory Board has proposed to transfer \$6,000 to Old Town La Verne Business Association (Association) from the proceeds of the 2022 La Verne on Tap Beer Walk. Expenditures by the OTLVBD greater than \$5,000 require City Council approval.

***The Old Town La Verne Business Improvement District (District) Advisory Board and staff recommend that the City Council approve the transfer of \$6,000 to the Old Town La Verne Business Association (Association) from the District’s budget from the proceeds of the 2022 La Verne on Tap Beer Walk.***

d. **Staff recommends approval and passage of the following Resolutions:**

1. **Resolution No. 22-82** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE LA VERNE CITY COUNCIL AND THE LA VERNE FIREFIGHTERS' ASSOCIATION (LVFA) THROUGH DECEMBER 31, 2026 - *As a result of impasse, the La Verne Firefighters' Association (LVFA) is currently working under terms and conditions of employment implemented by the City Council in September 2021. Staff and LVFA representatives have been meeting since July 2022 and a tentative agreement has been reached based on direction from the City Council. Staff is now seeking formal City Council approval.*

*Assistant City Manager Ranells recommends that the City Council adopt Resolution 22-82 authorizing the City Manager to execute a Memorandum of Understanding between the City of La Verne and the LVFA, amending the salary schedule for full-time employees, and appropriating \$74,000 from the General Fund.*

2. **Resolution No. 22 83** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 22-48, THE SALARY CHART FOR FULL-TIME EMPLOYEES, TO INCLUDE THE APPROVED SALARY FOR CITY MANAGER - ***Resolution No. 22-83, reflects an amendment to the salary chart for full-time employees based on the City Council approved salary for City Manager.***

*Assistant City Manager Ranells recommends that the City Council adopt Resolution No. 22-83, amending the full-time salary chart.*

3. **Resolution No. 22-84** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE AREA D REGIONAL CERT MUTUAL AID AGREEMENT - ***The Area D Regional CERT Mutual Aid Agreement was developed to coordinate CERT resources and to establish a formal CERT Mutual Aid Program. The Agreement standardizes program and training requirements for CERT teams participating in the Area D Regional CERT Mutual Aid Program and provides protocols and procedures for parties to provide, as well as obtain, assistance. The Area D Disaster Management Coordinator will maintain records of cities that are participating in the Agreement and will assist with coordinating the deployment of CERT teams when a CERT Mutual Aid request is received.***

*Fire Chief Nigg recommends that the City Council adopt Resolution No. 22-84 (Attachment "A"), approving the Area D Regional CERT Mutual Aid Agreement (Attachment "B"); and authorize the City Manager to execute the Agreement.*

4. **Resolution No. 22-85** - A JOINT RESOLUTION OF THE CITY OF LAVERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING ON BEHALF OF LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY LIBRARY, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF CITY OF LA VERNE AND THREE VALLEYS MUNICIPAL WATER DISTRICT APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 21 (ANNEXATION NO. 769.) - ***The County Sanitation District No. 21 annexation process requires that a resolution for property tax revenue exchange be adopted by affected local agencies before an annexation to the County Sanitation District No. 21 may be approved.***

***City Engineer Howing recommends that the City County adopt Resolution No. 22-85, approving the joint tax sharing resolution with the affected agencies.***

e. **Ordinance(s), Second Reading, approval recommended.**

**Ordinance No. 1113** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING CHAPTER 9.40 OF TITLE 9 OF THE LA VERNE MUNICIPAL CODE RELATING TO PROPERTY MAINTENANCE AND PUBLIC NUISANCE -***La Verne's nuisance abatement ordinance has not been updated in several years. The State Legislature provides remedies, including costs recovery for abatement of public nuisances, that the current municipal code does not currently account for. This comprehensive ordinance provides the City with the widest range of options for abatement and cost recovery. Ordinance No. 1113 was placed on first reading on December 5, 2022.***

***City Attorney Kress recommends approval of Ordinance No. 1113, amending Chapter 9.40 of Title 9 of the La Verne Municipal Code relating to property maintenance and public nuisance.***

7. **PUBLIC COMMENTS/ORAL COMMUNICATIONS** - This is the time set aside for anyone wishing to address the City Council on items not listed in any other place on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from talking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. Please email your public comment to the Assistant City Clerk at [cityclerk@cityoflaverne.org](mailto:cityclerk@cityoflaverne.org). Your public comment will be shared with the City Council and included as part of the permanent record. If you wish to speak, email your phone number and staff will call you back. There is a 3-minute time limit on public comments.

8. **COUNCIL COMMENTS AND CONFERENCE/MEETING REPORTS** - Each Council Member may address the Council and public on matters of general information and/or concern. This is also the time for Council Members to report on conferences and/or meetings they have attended.

9. **ADJOURNMENT**

**Due to limited need and consistent  
with past practices, the January 3, 2023,  
Regular City Council Meeting at 6:30 p.m. is CANCELLED.**

**Due to the City Hall being closed on Monday, January 16, 2023,  
in observance of a legal holiday, the next regular meeting of the  
La Verne City Council is scheduled for Tuesday, January, 17, 2023, at 6:30 pm.**

**ADVISORY STAFF**

\_\_\_\_ Jesse Duff, Interim City Manager  
\_\_\_\_ Kenneth Domer, City Manager (Incoming)  
\_\_\_\_ JR Ranells, Assistant City Manager  
\_\_\_\_ Robert Kress, City Attorney  
\_\_\_\_ Lupe Gaeta Estrella, Assistant City Clerk  
\_\_\_\_ Anthony Ciotti, Interim Public Works Director  
\_\_\_\_ Eric Scherer, Director of Community Development  
\_\_\_\_ Christy Lopez, Finance Director  
\_\_\_\_ Colleen Flores, Police Chief  
\_\_\_\_ Christopher Nigg, Fire Chief  
\_\_\_\_ Yvonne Duran, Community Services Manager  
\_\_\_\_ Cody Howing, City Engineer

<p><b>Posting Statement:</b> On December 13, 2022, a true and correct copy of this Agenda was posted on the bulletin board at La Verne City Hall, 3660 D Street, La Verne, and on the City's website at <a href="http://www.cityoflaverne.org">www.cityoflaverne.org</a>.</p>
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**MINUTES OF A REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF  
LA VERNE**

Monday, December 5, 2022

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1. At 6:30 p.m., Mayor Hepburn kicked off the holiday season with a holiday message at the City's Christmas tree lighting ceremony in front of City Hall along with Santa Claus and the Bonita High School Chamber Singers.
2. Council Members present: Mayor Tim Hepburn  
Mayor Pro Tem Rick Crosby  
Council Member Wendy Lau  
Council Member Steven Frank Johnson  
Council Member Meshal "Kash" Kashifalghita  
  
Absent: None.  
  
Advisory personnel present: Interim City Manager Jess Duff  
Assistant City Manager JR Ranells  
City Attorney Robert L. Kress  
Assistant City Clerk Lupe Gaeta Estrella  
Finance Director Christy Lopez  
Community Services Manager Yvonne Duran  
Police Chief Colleen Flores  
Fire Chief Chris Nigg  
Police Captain Sam Gonzales  
Police Lieutenant Chris Dransfeldt
3. Pledge of Allegiance was led by Mayor Hepburn.
4. Announcements of Upcoming Community Events  
  
Doug Role from the La Verne Church of the Brethren announced that they would be holding "The Light of Hope of Returning" Christmas Concerts on December 18 & 21, 2022.  
  
Kathy Kalousek, La Verne resident announced that the La Verne Historical Society is holding a holiday gathering on December 10, 2022, along with home tours.  
  
Mayor Pro Tem Crosby announced that there are many events taking place over the weekend, as the Bonita High School Choir will be holding a Yuletide concert at the Bonita Center for the Arts; the City of La Verne's Winter Wonderland and the La Verne Historical Society Christmas gathering.  
  
Council Member Kashifalghita thanked Community Services Manager Duran and staff for hosting the Volunteer Luncheon in September. In addition, he announced that La Verne Brewery is sponsoring the Spark of Love toy drive by selling a beer for \$1.00 if you bring in an unwrapped toy.  
  
Council Member Johnson sadly reported that two member(s) of his family, the Castellanos, recently passed away.



Council Member Lau announced that there will be a Youth and Family Action Committee meeting on Tuesday, December 6, 2022 at 6:30 p.m. and the Active Transportation Committee will be meeting on Tuesday, December 13, 2022, at 5:00 p.m.

Mayor Hepburn also reported that the City's Winter Wonderland is on December 10, 2022, and that it's a fun Christmas event and he thanked Mayor Pro Tem Crosby for attending events when he was unable to go.

Danita Beauchamp, La Verne resident, reported on the Wreaths across America drive to lay a wreath on the graves of veterans during the holiday to remember our fallen heroes and honor who serve and teach our children about the sacrifices made by the Veterans and their families.

5. Consent Calendar It was moved by Crosby, seconded by Lau, and unanimously carried to accept, approve, or act on the Consent Calendar items.

City Council Minutes City Council Minutes of November 21, 2022, to be ***received and filed.***

Register of Audited Demands Register of Audited Demands in the amount of \$1,252,013.39 dated November 10, 2022, in the amount of \$539,959.28 dated November 17, 2022; and in the amount of \$3,373,419.61 dated November 24, 2022, ***approved as recommended by Finance Director Lopez.***

Christmas Parade Route Designation **Christmas Parade Route Designation** - Consistent with prior year's actions and per the Police Chief's recommendation, the City Council is requested to authorize a "Parade Route" designation throughout the City for the Christmas Morning program.

Community Services Manager Duran recommended that the City Council designate the streets in the City of La Verne as a parade route on Sunday, December 25, 2022, from 7:00 a.m. until 5:00 p.m. to complete the Christmas Morning Program. ***Approved as recommended.***

**Staff recommended approval and passage of the following Resolutions:**

Resolution No. 22-78, Authorizing the Execution of a Side Letter Amending the Memorandum of Understanding with the La Verne City Employees' Association (LVCEA) **Resolution No. 22-78** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A SIDE LETTER AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE LA VERNE CITY COUNCIL AND THE LA VERNE CITY EMPLOYEES' ASSOCIATION (LVCEA) - As part of last year's labor negotiations with the La Verne City Employees' Association (LVCEA), the City Council committed to meeting and conferring regarding water certification incentive pay. Staff has reached an agreement with LVCEA based on the City Council's direction and was now seeking formal approval.

Assistant City Manager Ranells recommended that the City Council adopt Resolution 22-78 approving a Side Letter Agreement amending the Memorandum of Understanding between the City of La Verne and the La Verne City Employees' Association. ***Approved.***

Resolution No. 22-79,  
Authorizing the Execution of an  
Agreement with A Running  
Legacy LLC for the 2022  
Holiday Half Marathon

**Resolution No. 22-79** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH A RUNNING LEGACY LLC FOR THE 2022 HOLIDAY HALF MARATHON - The City Council was requested to consider a street closure for the 2022 Holiday Half Marathon. A Running Legacy Inc. submitted a request to use portions of Puddingstone Drive for the purpose of a marathon on Sunday, December 11, 2022. The request specifically involves the closure of the eastbound lanes of Puddingstone Drive from Van Dusen Road to Fairplex Drive between the hours of 4:00 a.m. and 12:00 p.m. on the day of the event. The race is expected to draw up to 6,000 participants.

Community Development Director Scherer recommended that the City Council adopt Resolution No. 22-79 authorizing the City Manager to execute the Agreement with A Running Legacy Inc. permitting the Holiday Half Marathon on specified streets. **Approved.**

Resolution No. 22-80,  
Approving a Class Specification  
and Salary for Community Risk  
Reduction Specialist

**Resolution No. 22-80** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING A CLASS SPECIFICATION AND SALARY FOR COMMUNITY RISK REDUCTION SPECIALIST - As a result of evolving disaster management demands, and associated technical knowledge required to reduce the City's exposure to public safety risk, the City needs to implement a Community Risk Reduction Specialist position. In accordance with the City's personnel rules and regulations, such additions require formal City Council approval.

Fire Chief Nigg recommended that the City Council adopt Resolution No. 22-80, approving a class specification and salary for Community Risk Reduction Specialist and authorize a budget allocation in the 2022-2023 approved budget. **Approved.**

Resolution No. 22-81,  
Authorizing an Agreement with  
Matrix Consulting Group to  
Conduct a Police Department  
Staffing/Services Study

**Resolution No. 22-81** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN AGREEMENT WITH MATRIX CONSULTING GROUP TO CONDUCT A POLICE DEPARTMENT STAFFING/SERVICES STUDY - A request for a summary quote to conduct a Police Services Study was sent to three reputable firms. The study was necessary to provide the City and Departments' current objective data to compare our existing service delivery model to the industry standard and to use the report to assess the future police service needs for the City of La Verne.

Police Chief Flores recommended that the City Council adopt Resolution No. 22-81, authorizing the Interim City Manager to execute an agreement with Matrix Consulting Group, a qualified and experienced consulting firm, and appropriate \$60,000 from the general fund to complete the study. **Approved.**

6. Ordinance No. 1113.  
Revision of Nuisance  
Abatement Ordinance (1<sup>st</sup>  
reading)

City Attorney Kress reported on the proposed Ordinance No. 1113, revising the City's nuisance abatement Ordinance. The Ordinance has not been updated in several years. The State Legislature provides remedies, including costs recovery for abatement of public nuisances, that the current municipal code does not currently account for. This comprehensive ordinance provides the City with the widest range of options for abatement and cost recovery.

Mayor Hepburn called for public comment on this matter.

There was none.

It was moved by Crosby, seconded by Kashifalghita, and unanimously carried to introduce, waive further reading, and place on first reading Ordinance No. 1113, amending Chapter 9.40 of Title 9 of the La Verne Municipal Code relating to property maintenance and public nuisance.

Ordinance No. 1113,  
Amending Chapter 9.40 of Title  
9, of the La Verne Municipal  
Code Relating to Property and  
Maintenance and Public  
Nuisance

**Ordinance No. 1113** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING CHAPTER 9.40 OF TITLE 9 OF THE LA VERNE MUNICIPAL CODE RELATING TO PROPERTY MAINTENANCE AND PUBLIC NUISANCE.

7. Urgency Ordinance No. 1114,  
Adopting the 2023 Los Angeles  
County Building Code and 2022  
Fire Code(Without the  
Amendments) and Green  
Building Code by Reference

City Engineer Howing reported on the necessary adoption of Urgency Ordinance No. 1114, adopting the 2023 Los Angeles County Building Code and 2022 Fire Code and Green Building Code by reference under the California Health and Safety Code. The codes were established to provide the City of La Verne with the minimum construction and property maintenance standards that promote the health and welfare of the general public, to make buildings more efficient in the use of materials and energy, and to reduce environmental impact during and after construction. Since the County recently amended these codes, it is necessary for the City to adopt these changes. Due to the State's deadline of January 1, 2023, these standards must be adopted by urgency ordinance.

In addition, City Engineer Howing reported that the urgency ordinance adopts the California Green Building Code without the amendments because the Code as amended by Los Angeles County has more stringent measures which may be burdensome for developers to incur the additional costs. The proposed urgency ordinance also adopts by reference portions of the 2022 California Building Code series and adopts the 2022 California Fire Code (CFC). Fire Chief Nigg recommends adoption of the Los Angeles County Fire Code (Title 32) but it will be brought back to City Council for adoption because at this time, the County of Los Angeles has not adopted the Fire Code (Title 32) until the first part of next year.

Council Member Johnson asked for clarification on Section 15.32.030 - Storage of Explosives and Blasting Agents.

Fire Chief Nigg and Fire Marshal Montaghmi clarified that Section 15.32.030 - Storage of Explosives and Blasting Agents is defined in Chapter 2 of the 2022 Edition of California Fire Code that prohibits the storage of explosives and blasting agents in all areas of the City and the Section only applies to commercial buildings.

Council Member Lau requested that in the future staff provide a redlined copy of the changes being made to the ordinances.

Mayor Hepburn called for public comment on this matter.

There was none.

It was moved by Crosby, seconded by Lau, and unanimously carried to adopt Urgency Ordinance No. 1114, adopting the 2023 Los Angeles County Building Code and 2022 Fire Code and Green Building Code without the amendments by reference, as follows:

Urgency Ordinance No. 1114,  
Adopting the 2023 Los Angeles  
County Building Code without  
the Amendments and 2022 Fire  
Code and Green Building Code  
by Reference

**Urgency Ordinance No. 1114** - An urgency ordinance of the City Council of the City of La Verne adopting by reference, pursuant to Government Code Section 50022.2, the California Building Code (Title 26 Building Code of the Los Angeles County Code), the California Electrical Code (Title 27 Electrical Code of the Los Angeles County Code), the California Plumbing Code (Title 28 Plumbing Code of the Los Angeles County Code), the California Mechanical Code (Title 29 Mechanical Code of the Los Angeles County Code), the California Residential Code (Title 30 Residential Code of the Los Angeles County Code), the California Green Building Code (Title 24 Part 11 of the California Building Standards Code), the California Fire Code (Title 24, Part 9) and adopting local amendments thereto.

8. Public Comment

This was the time set aside for anyone wishing to address the City Council on items not listed in any other place on the agenda.

Mayor Hepburn called for public comment.

There were public comments at the meeting. (To hear what was said during public comment, please visit the City's website to view the archived Council meeting.)

One public comment was received by mail and is attached.

9. Council Comments

Council Member Kashifalghita reported that the family who had the house fire is staying with family members and that a GoFundme fundraiser has been set up for those who wish to donate. He thanked the La Verne Fire Department for the great job in responding to the house fire and putting it out. He reported on the Christmas Tree Lighting Ceremony in downtown La Verne and the K-9 Foundation event.

Council Member Johnson praised the City Council for working together in selecting the new City Manager. He stated it was a great vetting process. He thanked Interim City Manager Duff and City Attorney Kress for their assistance and work in the vetting process for City Manager. He conveyed that the transition would take place at the next City Council meeting.

Council Member Lau stated it is going to be a very busy December for everyone and one should take time for themselves during the busy holidays. She also asked for people to look out for each other, especially during the holidays.

Mayor Pro Tem Crosby thanked Fire Chief Nigg for entering into a Mutual Aid Agreement with the County of Los Angeles. He reported on the Christmas decorating of the Public Safety Facility by employees, family members and volunteers and that they did a great job. In addition, he reported on the rededication of Mainero Square, Foothill Transit new Hydrogen bus, that the flag in front in City Hall is well lit, and that there will be a reception for retiring City Attorney Kress and for new City Manager Kenneth Domer will be held on December 19, 2022, at 5:00 p.m. at the Community Center. He thanked Community Services Manager Duran and staff for the City's Christmas Tree lighting ceremony held prior to the Council meeting.

Mayor Hepburn thanked City Attorney Kress for his years of service to the City of La Verne. He also thanked Interim City Manager Duff for his leadership and work while they were recruiting for a new City Manager. He thanked Community Services Manager Duran and staff, La Verne Fire Department and the La Verne Police Department for their work and participation in the City's Christmas Tree Lighting Ceremony. He also thanked Mayor Pro Tem Crosby for standing in for him during his absence and that he did a great job. He reported on the Christmas decorations at the Public Safety Facility, Wreaths across American campaign to lay wreaths on Veterans gravestones, Winter Wonderland event, and the La Verne History Society Christmas gathering.

10. Adjournment at 8:02 p.m.

Respectfully submitted,

Lupe Gaeta Estrella, CMC  
Assistant City Clerk

City of La Verne. 11/25/22

Thank for adding my letter to this week's agenda pkg.

In reference to the discussion in the last meeting on Nov. 21<sup>st</sup> 2022 where someone from Lower La Verne said "we should put homeless and "poor people" (reference Wendy Lau comment on low-very low-income people) on the Sierra La Verne golf course, including Tram rides for the homeless into our Upper La Verne sanctuary". That would be like the Queen of England having a breakfast Burrito for Christmas dinner with the Pope at Buckingham Palace!

Maybe someone should inform these people that Upper La Verne is off limits for this kind of nonsense, and high-density housing that doesn't belong here!

The Sierra La Verne golf course should become a wilderness zone with a Frisbee golf course complete with jogging and hiking areas, and would be a great safe place to walk our dogs. A good example would be the Claremont loop, where passes would be given to local residents only! People that live in other areas of La Verne will have to pay a fee, or get a permit to use our Elegant Upper La Verne facility.

Three of our city council members have privately given us their personal guarantee that Upper La Verne will remain untarnished, or stained by ideas and talk of low-income housing coming up our way! So, keep the Trollies and Tram rides in Lower La Verne where they are zoned for and belong.

**Our neighborhood is to remain quiet and serene, we are the Foothills of La Verne, not the Footstool!**

We agree it's very important that there should be housing for the low income and very low income, just not up here!

I am concerned with the appearance of the new Condo's on Fruit St. North of Foothill by Lutheran High school, let's face-it, they are Ugly! Can you just imagine them in our Quiet Hilltop Paradise?

Ann was right last meeting where she expressed concern with the fire danger that would follow with homeless on the golf course, in-fact they are probably the one's starting the fires! Theft and other crimes are sure to follow with these types of people.

Anna Anderson speaks for most Upper La Verners, High density and low-income housing is important, it will provide the necessary funds to protect **Upper La Verne** from future fire dangers, maybe even build another fire station up here and provide a water dropping helicopter to keep our beautiful hillside community Green and safe.

We work hard for a living, and don't want to come home to this kind of Zoo...

Jennifer Smith

6741 Country Club Dr

La Verne CA 91750

CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS  
12/8/2022

DEMANDS PRESENTED HAVE BEEN APPROVED CONSISTENT WITH THE CITY'S PURCHASING/FUNDING POLICY AND HAVE BEEN REVIEWED BY THE FINANCE DIRECTOR FOR ACCURACY AND PROPER APPROVAL.

SUMMARY OF DEMANDS

LARGEST 10 CITY DEMAND PAYMENTS OTHER THAN PAYROLL AND RELATED BENEFITS.

	AMOUNT	ISSUED TO	DESCRIPTION
1.	249,188.66	WASTE MANAGEMENT	REFUSE SERVICES - OCTOBER 2022
2.	85,772.25	TRI COUNTY PUMP COMPANY	WALNUT WELL REPAIRS
3.	28,000.00	RALPH ANDERSON & ASSOCIATES	CITY MANAGER RECRUITMENTS
4.	14,106.00	DE NOVO PLANNING GROUP	PROFESSIONAL SERVICES - NOVEMBER 2022
5.	10,000.00	THO ONE CORP	SMALL BUSINESS RESCUE GRANT PROGRAM (ARPA)
6.	9,684.22	GOVERNMENTJOBS.COM, INC.	ANNUAL SUBSCRIPTION - NOVEMBER 2022 TO NOVEMBER 2023
7.	8,600.00	JONES & MAYER	ATTORNEY SERVICES (RETAINER) - DECEMBER 2022
8.	6,703.01	MSDSOONLINE VELOCITY EHS	PUBLIC WORKS ANNUAL TRAINING SUBSCRIPTION
9.	5,734.32	JEFF JENKINS SERVICE TECHNICIAN	WATER WELL TREATMENT SERVICES
10.	5,506.69	WEST COAST ARBORISTS, INC.	CITYWIDE TREE SERVICES - OCTOBER 2022
	<u>76,718.25</u>	OTHER DEMANDS	
	\$ 500,013.40		

DEMANDS OF \$887,446.82 WERE PAID FOR PAYROLL AND EMPLOYEE BENEFIT RELATED ITEMS.

DEMANDS OF \$3,277.92 WERE PAID ON BEHALF OF LAIMPACT FOR LAW ENFORCEMENT TASK FORCE OPERATIONS.

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE REGISTER OF AUDITED DEMANDS.

  
CHRISTY LOPEZ, MPA  
FINANCE DIRECTOR



CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS - EXHIBIT A

12/8/2022

CHECK NO.	AMOUNT	ISSUED TO
162098	\$ 146.81	B&H PHOTO VIDEO
162099	702.00	CINDY DESILVA
162100	8.06	FEDEX
162101	165.26	ODP BUSINESS SOLUTIONS, LLC
162102	28.07	ODP BUSINESS SOLUTIONS, LLC
162103	148.83	ODP BUSINESS SOLUTIONS, LLC
162104	440.78	ODP BUSINESS SOLUTIONS, LLC
162105	73.01	SHANIKA SIRIWARDENA
162106	218.00	ACTION AWARDS, INC.
162107	115.00	AMY CLANCEY
162108	115.00	ANDREA ROSELI
162109	785.24	AT&T MOBILITY
162110	154.00	BAB STEERING HYDRAULICS, INC.
162111	1,129.76	BRANDYWINE HOMES
162112	535.00	CALIFORNIA PEST MANAGEMENT, INC.
162113	150.00	CMRTA
162114	398.42	COLLEY FORD
162115	115.00	CYNTHIA AGUILAR
162116	515.08	DANIELS TIRE SERVICE
162117	155.00	DATA INSTALLERS, INC.
162118	14,106.00	DE NOVO PLANNING GROUP
162119	500.00	DEBORAH BROWNLEE
162120	3,081.49	DISCOVER PRINTING LLC
162121	115.00	DIVINA POBLETE
162122	115.00	ELISA BLACKMON
162123	215.00	ELIZABETH VELASQUEZ
162124	115.00	ERICA LAREZ
162125	58.52	EVERSOFT
162126	35.23	EWING IRRIGATION PRODUCTS
162127	104.63	FACTORY MOTOR PARTS
162128	4,895.10	FC SAFETY
162129	314.72	FIRELINE EQUIPMENT
162130	25.63	FIREMANS GRAPHICS
162131	1,653.85	FRONTIER COMMUNICATIONS
162132	144.39	FULLER TRUCK ACCESSORIES
162133	9,684.22	GOVERNMENTJOBS.COM, INC.
162134	122.12	GRAYBAR ELECTRIC COMPANY
162135	115.00	HEATHER AMOS
162136	114.65	HERNANDEZ, RALPH
162137	24.26	INMARK
162138	115.00	IRVIN SIMS
162139	1,500.00	GUZMAN, ISABELLA
162140	115.00	JANE GATELY
162141	115.00	JEFF FREEMAN
162142	5,734.32	JEFF JENKINS SERVICE TECHNICIAN
162143	105.00	JOLISA GRIMMER
162144	8,600.00	JONES & MAYER
162145	115.00	JOSEPH MCENTEE
162146	115.00	JOY JACKSON
162147	77.12	KEYSTONE UNIFORM DEPOT
162148	258.77	LA VERNE PETTY CASH
162149	115.00	LAURA TANYANA
162150	72.77	LEWIS ENGRAVING, INC.
162151	115.00	LOGAN HAWKINS
162152	75.00	LOS ANGELES COUNTY CLERK/REGISTRAR
162153	1,668.16	LU, WANG
162154	100.00	LUCY MORRIS
162155	115.00	MARIA HARVEY
162156	4,200.00	MARK'S AUDIO-VIDEO
162157	175.00	MCLAY SERVICES, INC.

CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS - EXHIBIT A

12/8/2022

CHECK NO.	AMOUNT	ISSUED TO
162158	115.00	MELISSA ZHUO
162159	3,914.00	METROPOLITAN WATER DISTRICT
162160	6,703.01	MSDSOONLINE VELOCITY EHS
162161	550.00	PAIGE, STEPHEN
162162	20.91	PARADISE EMBROIDERY & SCREEN PRINT.
162163	591.25	PARKHOUSE TIRE, INC.
162164	330.00	PASCO DOORS
162165	2,200.00	POSTMASTER SAN DIMAS
162166	28,000.00	RALPH ANDERSON & ASSOCIATES
162167	310.51	RANCHO JANITORIAL SUPPLIES
162168	3,125.00	RED WAVE COMM, INC.
162169	115.00	RICH BURGOYNE
162170	115.00	ROB PINEDA
162171	115.00	ROSIE VIDRIO
162172	282.64	SAMSARA, INC.
162173	157.50	SANDERS TOWING, INC.
162174	115.00	SARAH AHLEIM
162175	753.00	SDC ENGINEERING, INC
162176	601.00	SHARP SEATING COMPANY
162177	959.50	SIERRA PACIFIC ELEC. CONTRACTING
162178	394.89	SNAP-ON INDUSTRIAL
162179	2,865.67	SPRAGUES', INC.
162180	367.50	STAR AUTO CHECK
162181	411.88	T-MOBILE
162182	10,000.00	THO ONE CORP
162183	1,850.01	THOMSON REUTERS - WEST
162184	115.00	TOM ROCHE
162185	347.00	TRANSUNION RISK & ALTERNATIVE DATA
162186	2,548.78	U.S. POSTMASTER
162187	4,000.00	UCLA CENTER FOR PREHOSPITAL CARE
162188	4.08	UPS
162189	200.00	VALERIE MACIEL
162190	356.18	VERIZON CONNECT NWF, INC.
162191	115.00	VERONICA PEREZ
162192	4,999.99	VN ENTERPRISES, INC.
162193	24.37	WALTERS WHOLESALE ELECTRIC CO.
162194	249,188.66	WASTE MANAGEMENT
162195	1,000.00	WENDY CAMPOS
162196	228.96	WEST COAST FIRE SALES
162197	37.99	WEX BANK
EFT	474.86	AMAZON CAPITAL SVCS - LVPD
EFT	3,000.00	ARAGON, RICHARD
EFT	61.11	GRAINGER
EFT	935.00	GREENSCAPE MAINTENANCE
EFT	1,222.88	HAAKER EQUIPMENT CO.
EFT	897.50	HASA, INC.
EFT	3,340.19	HI-WAY SAFETY INC.
EFT	203.47	INTERSTATE BATTERY INLAND VALLEY
EFT	2,450.00	MC CALL'S METERS, INC.
EFT	130.40	SOUTH COAST EMERGENCY VEHICLE SVCS
EFT	85,772.25	TRI COUNTY PUMP COMPANY
EFT	2,765.50	TURBO DATA SYSTEMS INC.
EFT	5,506.69	WEST COAST ARBORISTS, INC.
	<u>500,013.40</u>	
	887,446.82	Total Payroll Demands
	3,277.92	Total LAIMPACT Demands
Total Demand	<u>\$ 1,390,738.14</u>	

CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS - EXHIBIT A

12/8/2022

CHECK NO.	AMOUNT	ISSUED TO
<u>Payroll and Employee Benefit Payments:</u>		
162198	\$ 1,564.39	AFLAC
162199	3,001.04	DELTA DENTAL INSURANCE COMPANY
162200	12,556.83	DELTA DENTAL
162201	470.00	CITY OF LA VERNE EMPLOYEE FUND
162202	300.00	FIDELITY INVESTMENTS
162203	6,240.65	THE HARTFORD-PRIORITY ACCOUNTS
162204	152,907.54	HEALTH NET
162205	89,507.31	KAISER FOUNDATION HEALTH PLAN
162206	1,513.68	METLIFE - GROUP BENEFITS
162207	794.90	NEWMAN., A.C.
162208	9.00	UNITED WAY CAMPAIGN
BANK DRAFT	543,167.16	PAYROLL 11/20/2022-12/03/2022
BANK DRAFT	1,579.76	STATE DISBURSEMENT UNIT
BANK DRAFT	37,923.34	STATE OF CALIFORNIA
BANK DRAFT	156,757.56	STATE OF CALIFORNIA
BANK DRAFT	24,397.62	EMPOWER TRUST COMPANY, LLC-457
BANK DRAFT	4,295.29	EMPOWER TRUST COMPANY, LLC-ROTH
BANK DRAFT	110,650.52	UNITED STATES TREASURY
EFT	2,460.59	CHARLES SCHWAB BANK
EFT	3,087.00	LA VERNE FIRE ASSOCIATION
EFT	2,214.08	LA VERNE POLICE OFFICERS ASSOCIATION
EFT	110.00	WAGeworks-ADMIN FEE
Total	\$ 887,446.82	

## Break down of standard providers and the benefits they provide

Provider	Benefits Description
A.C. Newman Co.	Accidental Death Life Insurance
Delta Dental	Employee dental insurance coverage
The Hartford	Life Insurance Policy
Health Net	Employee health insurance
Kaiser	Employee health insurance
Wage Works	Flexible Savings Account (FSA) deductions
US Treasury	Employee federal tax withholdings
State of California	Employee state income tax, unemployment insurance and child support/garnishments
Mass Mutual A	401A plan
Mass Mutual B	457B plan
Mass Mutual Roth	Roth plan
Lincoln National	Replacement Social Security plan
Fire/Police/La Verne	Employee Group Dues

## LAIMPACT Law Enforcement Task Force Demands

162096	2,997.92	NEIL'S STATIONERS, INC.
162097	280.00	TRANSUNION RISK & ALTERNATIVE DATA
Total	\$ 3,277.92	

LAIMPACT demands are paid from federal asset forfeiture dollars allocated to LAIMPACT crime prevention activities. These funds are not City funds and are not available for City use outside of LAIMPACT activities.

CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS  
12/1/2022

DEMANDS PRESENTED HAVE BEEN APPROVED CONSISTENT WITH THE CITY'S PURCHASING/FUNDING POLICY AND HAVE BEEN REVIEWED BY THE FINANCE DIRECTOR FOR ACCURACY AND PROPER APPROVAL.

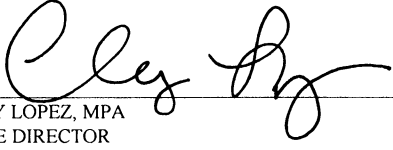
SUMMARY OF DEMANDS

LARGEST 10 CITY DEMAND PAYMENTS OTHER THAN PAYROLL AND RELATED BENEFITS.

	AMOUNT	ISSUED TO	DESCRIPTION
1.	413,000.00	SAN GABRIEL VALLEY COUNCIL OF GOVT	COUNCIL OF GOVERNMENT COSTS WITH PROP C
2.	58,360.73	L.N. CURTIS AND SONS	FIRE DEPARTMENT EQUIPMENT
3.	35,853.35	CALIFORNIA FUELS AND LUBRICANTS	FLEET DIESEL AND GASOLINE PURCHASE
4.	24,619.42	SAMSARA, INC.	FLEET VEHICLE GPS SERVICES
5.	23,488.63	GREENSCAPE MAINTENANCE SERVICES INC.	CITYWIDE MAINTENANCE SERVICES - NOVEMBER 2022
6.	10,210.62	HOME DEPOT CREDIT SERVICES	VARIOUS MATERIALS AND SUPPLIES PURCHASED
7.	10,000.00	CHASES LLC	SMALL BUSINESS RESCUE GRANT PROGRAM (ARPA)
8.	10,000.00	MI RANCHITO	SMALL BUSINESS RESCUE GRANT PROGRAM (ARPA)
9.	10,000.00	RICH AND FAMOUS BARBERSHOP	SMALL BUSINESS RESCUE GRANT PROGRAM (ARPA)
10.	10,000.00	ROTORS AND WINGS AVIATION, INC.	SMALL BUSINESS RESCUE GRANT PROGRAM (ARPA)
	137,470.35	OTHER DEMANDS	
	\$ 743,003.10		

DEMANDS OF \$17,661.25 WERE PAID ON BEHALF OF LAIMPACT FOR LAW ENFORCEMENT TASK FORCE OPERATIONS.

IN ACCORDANCE WITH GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE REGISTER OF AUDITED

  
\_\_\_\_\_  
CHRISTY LOPEZ, MPA  
FINANCE DIRECTOR

CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS - EXHIBIT A

12/1/2022

CHECK NO.	AMOUNT	ISSUED TO
161979	155.82	B&H PHOTO VIDEO
161980	3,747.18	CAMALI CORP.
161981	349.99	CHARTER COMMUNICATIONS
161982	3,117.02	CHARTER COMMUNICATIONS
161983	25.00	CHRISTINA LEON
161984	550.00	CHRIS PERNEVI
161985	24.49	FEDEX
161986	25.00	NUNEZ, ANTOINETTE
161987	552.65	ODP BUSINESS SOLUTIONS, LLC
161988	955.71	ODP BUSINESS SOLUTIONS, LLC
161989	992.12	ODP BUSINESS SOLUTIONS, LLC
161990	35.63	ODP BUSINESS SOLUTIONS, LLC
161991	669.10	ODP BUSINESS SOLUTIONS, LLC
161992	1,196.32	VERIZON WIRELESS
161993	3,000.00	A & J RICH'S CLEAN SERVICE CORP.
161994	129.04	ALBERTSONS/SAFEWAY
161995	140.00	ALL PURPOSE DOCUMENT DESTRUCTION
161996	195.00	AMERICAN TANK TESTING
161997	56.25	ARBOR CONTRACT CARPET, INC. DB
161998	495.00	BACKFLOW SOLUTIONS, INC.
161999	20.00	BE KING INC.
162000	897.03	BREAUX, JOHN
162001	1,961.73	C & E LUMBER COMPANY
162002	35,853.35	CALIFORNIA FUELS AND LUBRICANTS
162003	375.00	CALIFORNIA JPIA
162004	255.00	CALIFORNIA PEST MANAGEMENT, INC.
162005	377.56	CHARTER COMMUNICATIONS
162006	380.38	CHARTER COMMUNICATIONS
162007	119.98	CHARTER COMMUNICATIONS
162008	10,000.00	CHASES LLC
162009	110.43	COLANTUONO, HIGHSMITH & WHATLEY, PC
162010	104.38	COLLEY FORD
162011	455.00	COPWARE, INC.
162012	42.00	CSC
162013	57.00	DENNIS FABRO
162014	3,285.00	DENNIS GRUBB & ASSOCIATES
162015	5,753.91	DEPARTMENT OF TRANSPORTATION
162016	632.50	DETROIT AUTO BODY, INC.
162017	425.00	DOMINICK JR., SAMUEL A.
162018	774.00	EMPLOY AMERICA
162019	3,196.00	EMPLOYMENT DEVELOPMENT DEPARTMENT
162020	414.40	EWING IRRIGATION PRODUCTS
162021	788.27	FACTORY MOTOR PARTS
162022	150.25	FINN, DAWN
162023	20.85	FIREMANS GRAPHICS
162024	834.12	FOWLKES, JOHN M.
162025	86.00	FRITZ, DEBRA
162026	740.40	FRONTIER COMMUNICATIONS
162028	126.00	GALVEZ, VICTORIA
162029	877.18	GOLDEN STATE WATER COMPANY
162030	514.87	HARRINGTON INDUSTRIAL PLASTICS, LLC
162031	6,421.01	HI STANDARD AUTOMOTIVE, LLC
162032	20.52	HIRSCH PIPE AND SUPPLY
162033	3,220.74	HOLLIDAY ROCK CO.
162034	10,210.62	HOME DEPOT CREDIT SERVICES
162035	108.76	INNOVATION AND TECHNOLOGY DEPT.
162036	2,595.75	INTELLI-TECH
162037	70.00	KATHRYN CONLEY
162038	1,620.00	KELLY'S K-9 COLLEGE
162039	1,000.00	LA VERNE PETTY CASH
162040	100.00	LAUREN DAGATA
162041	115.00	LESLEE RODRIGUEZ
162042	1,728.12	LESLIE'S POOLMART, INC.
162043	456.00	LIEBERT CASSIDY WHITMORE

CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS - EXHIBIT A

12/1/2022

CHECK NO.	AMOUNT	ISSUED TO
162044	6,071.19	LIFE-ASSIST
162045	804.89	LINE GEAR
162046	786.22	LOWE'S
162047	307.66	LU'S LIGHTHOUSE INC.
162049	215.00	MARISELA MOLINA
162050	10,000.00	MI RANCHITO
162051	37.90	MICHAEL LAI
162052	1,499.62	MIRACLE RECREATION EQUIPMENT CO.
162053	5,656.46	MORTAZAVI, DAVID
162054	98.09	ODP BUSINESS SOLUTIONS, LLC
162055	114.48	PARADISE EMBROIDERY & SCREEN PRINT
162056	115.00	PEGGY KOVACS
162057	79.25	PROWS, JASON
162058	533.17	RANCHO JANITORIAL SUPPLIES
162059	1,853.63	RED DEVIL PIZZA
162060	100.00	REYNA CASAS
162061	10,000.00	RICH AND FAMOUS BARBERSHOP
162062	25.00	RIO HONDO COLLEGE
162063	300.00	RIO HONDO COLLEGE
162064	10,000.00	ROTORS AND WINGS AVIATION, INC.
162066	997.36	S & J SUPPLY CO., INC.
162067	1,068.94	SAM'S CLUB/SYNCHRONY BANK
162068	24,619.42	SAMSARA, INC.
162069	413,000.00	SAN GABRIEL VALLEY COUNCIL OF GOV'T
162070	4.35	SANDERS LOCK & KEY
162071	215.00	SEANNA REH
162072	278.86	SENSIBLE PRODUCTS INC.
162073	47.56	SHERWIN-WILLIAMS CO., THE
162074	6,680.00	SMP TILE WORKS
162075	81.12	SOUTHERN CALIFORNIA EDISON
162076	1,433.25	SPRAGUES', INC.
162077	230.50	STAR AUTO CHECK
162078	109.48	STEVE DANIELS
162079	89.00	SUNLAND TIRE OF LA VERNE, INC.
162080	460.00	T-MOBILE
162081	500.00	THE TENDERLOIN RESTAURANT
162082	115.00	TIANA SIMISON
162083	22.85	TIFFANY MENDEZ
162084	694.58	TRITECH SOFTWARE SYSTEMS
162085	741.31	TURF STAR, INC.
162086	8,811.75	VERIZON
162087	3,235.43	VERIZON WIRELESS
162088	1,242.43	WAGEWORKS, INC.
162089	657.73	WALTERS WHOLESALE ELECTRIC CO.
162090	1,203.26	WATTCO
162091	2,412.78	WELLS FARGO VENDOR FIN SERV
162092	1,902.27	WM CORPORATE SERVICES, INC.
162094	2,344.92	YWCA SAN GABRIEL VALLEY
EFT	4,284.84	ALL STAR FIRE EQUIPMENT INC.
EFT	363.92	AMAZON CAPITAL SVCS - LVPD
EFT	663.05	AMERICAL GRAPHIC SYSTEMS, INC.
EFT	76.19	COLLEGIATE PRESS
EFT	807.61	GRAINGER
EFT	23,488.63	GREENSCAPE MAINTENANCE SERVICES INC.
EFT	991.49	HI-WAY SAFETY
EFT	520.49	INTERSTATE BATTERY INLAND VALLEY
EFT	100.30	KRONOS INCORPORATED
EFT	58,360.73	L.N. CURTIS AND SONS
EFT	797.28	LA VERNE POWER EQUIPMENT, INC.
EFT	500.00	LAW ENFORCEMENT MEDICAL SERVICES
EFT	898.31	ORANGE LINE OIL COMPANY, INC.
EFT	4,025.00	QUALITY CODE PUBLISHING, LLC
EFT	5,138.03	SALT WORKS, INC.
EFT	46.83	SOUTH COAST EMERGENCY VEHICLE SVCS

CITY OF LA VERNE  
REGISTER OF AUDITED DEMANDS - EXHIBIT A

12/1/2022

CHECK NO.	AMOUNT	ISSUED TO
EFT	6,438.26	WESTERN WATER WORKS
	743,003.10	
	17,661.25	Total LAIMPACT Demands
Total Demand	\$ 760,664.35	

LAIMPACT Law Enforcement Task Force Demands		
161977	2,661.25	BANK OF AMERICA
161978	15,000.00	LAI ENFORCEMENT OPERATIONS
Total	\$ 17,661.25	

LAIMPACT demands are paid from federal asset forfeiture dollars allocated to LAIMPACT crime prevention activities. These funds are not City funds and are not available for City use outside of LAIMPACT activities.

# Agenda Report

CITY OF LA VERNE

## ***Community Development Department***

**DATE:** December 19, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Eric Scherer, AICP, Community Development Director

**SUBJECT:** Old Town La Verne Business Improvement District – Transfer of Funds

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### **AGENDA SUMMARY**

The Old Town La Verne Business Improvement District (District) Advisory Board has proposed to transfer \$6,000 to Old Town La Verne Business Association (Association) from the proceeds of the 2022 La Verne on Tap Beer Walk. Expenditures by the OTLVBID greater than \$5,000 require City Council approval.

### **RECOMMENDATION**

The Old Town La Verne Business Improvement District (District) Advisory Board and staff recommend the City Council approve the transfer of \$6,000 to the Old Town La Verne Business Association (Association) from the District's budget from the proceeds of the 2022 La Verne on Tap Beer Walk.

### **BACKGROUND**

The Association was created in 2018 as an independent non-profit organization separate from the District in order to host the annual Wines and Beer Walk events. They are responsible for most of the marketing and permitting for the events. As they have no direct revenue source, a portion of the proceeds from these events are transferred from the District, who collects the ticket revenue, back to the Association for their ongoing costs.

The City adopts a separate budget annually for the District, and budgets for the expenses and revenues for these events, including the annual transfer back to the Association. However, as required by the La Verne Municipal Code (LVMC 2.54.150), any District budgeted expenditure exceeding \$5,000 requires that the City Council approve of the expenditure. The District Board voted to recommend that the City Council approve the transfer at their November 2022 meeting.

As this requirement within the Municipal Code was in place prior to these larger events, staff feels that this process is no longer necessary, and anticipates proposing an amendment to the Municipal Code in May 2023 when the District's annual report is presented to the City Council.

### **FISCAL IMPACT**

Appropriations for this item are included in the Fiscal Year 2022-23 Adopted Budget in the Old Town Business Improvement District Fund.



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# Agenda Report

CITY OF LA VERNE  
City Manager's Office

**DATE:** December 19, 2022

**TO:** Honorable Mayor and City Council

**FROM:** JR Ranells, Assistant City Manager

**SUBJECT:** Resolution No. 22-82 Approving the Memorandum of Understanding between the City of La Verne and the La Verne Firefighters' Association and Amending Resolution 22-48 to Reflect Applicable Member Classification Changes

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## **SUMMARY**

As a result of impasse, the La Verne Firefighters' Association (LVFA) is currently working under terms and conditions of employment implemented by the City Council in September 2021. Staff and LVFA representatives have been meeting since July 2022 and a tentative agreement has been reached based on direction from the City Council. Staff is now seeking formal City Council approval.

## **RECOMMENDATION**

Staff recommends the City Council adopt Resolution 22-82 authorizing the City Manager to execute a Memorandum of Understanding between the City of La Verne and the LVFA. Appropriate \$74,000.

## **BACKGROUND**

As per State law, the City is required to meet and confer with recognized employee groups over wages, benefits, and working conditions.

The LVFA is a recognized employee group whose ranks include firefighters, fire engineers, and fire captains. City Staff and LVFA representatives have been meeting regularly since July to discuss a post impasse agreement in the form of a Memorandum of Understanding (MOU). A tentative agreement has been reached between the City and LVFA leaving a final step of formal approval by the City Council.

The term of the MOU will be for four (4) years expiring in December 2026 and includes benefit changes for LVFA members. These changes include salary adjustments, classification/assignment changes, special duties compensation, and education incentives.

The MOU provides four (4) median salary adjustments to the market median in July 2023, July 2024, July 2025 and July 2026. There are no initial salary adjustments in the agreement and the future increase amounts won't be known until an updated salary survey is completed in each of the respective years. The total cost of the salary increases for the four (4) year MOU term are estimated to be \$500,000 and will be supported by Measure LV revenue funds. The estimated number was calculated based on historical trends but could be impacted by economic factors.

The MOU also includes changes in how LVFA members are classified. Traditionally, there has been three (3) ranks in the association including firefighter, fire engineer, and fire captain. La Verne has historically provided a paramedic bonus ranging from 5% to 15% depending on the employee's assignment within the department. Moving forward, there will be three (3) classifications added to more accurately recognize the paramedic duties performed by employees as well as provide needed operational flexibility to staff engine companies appropriately. The new classifications will be firefighter paramedic, fire engineer paramedic, and fire captain paramedic. The City will continue to have non paramedic ranks which will offset some of the additional cost of staffing eligible paramedics at the traditional 15% assignment calculation. The total increase for this change is anticipated to be \$120,000 annually and \$60,000 for the remainder of the current fiscal year.

For the first time, special assignments completed by LVFA members will be recognized similar to those provided to La Verne Police Officer Association members at \$175 per month. The special assignments that will be recognized are for coordinating crucial department support activities such as Self Contained Breathing Apparatus (SCBA), Telestaff Scheduling, Arson Investigation, Hazardous Materials, Urban Search and Rescue, and Personnel Protective Equipment supply programs. Currently, some of these responsibilities are completed by outside vendors costing the City thousands of dollars annually. For example, the SCBA program costs the City over \$20,000 annually. By bringing the program's oversight internally, the City will offset some of the new cost of the special assignment compensation which in total, is estimated to be \$27,300 annually and \$14,000 for the remainder of the current fiscal year.

The MOU includes some new and enhanced considerations for educational accomplishments beneficial to the City similar to the Police Officer Standards and Training or POST recognition provided to law enforcement personnel. There will be a new Chief Officer incentive of \$1,750 annually. The existing incentive for Company Officer is increasing from \$1,000 to \$1,500 annually. Lastly, compensation for obtaining a California Incident Command Certification (CICCS) will be provided annually at \$1,000. The additional cost to the City for these changes are estimated to be \$11,500 but will not impact the current fiscal year budget as the benefit is paid out in July.

Lastly, the MOU will include better operational flexibility and employee well-being by allowing LVFA members to cover open overtime shifts outside specific ranks prior to initiating force hire procedures. This change is not anticipated to create a significant

LVFA MOU Resolution 22-82  
December 19, 2022  
Page | 3

budgetary increase as the coverage can be either a rank up or rank down and is expected to ultimately be limited in application.

### **FISCAL IMPACT**

If approved, appropriations of \$74,000 from the General Fund will need to be added to the Fiscal Year (FY) 2022-23 Adopted Budget to cover 6 months of the 15% paramedic assignment and the special assignment pay. Items effective July 2023 and later will be appropriated through the formal budgetary approval process and do not require additional appropriations for FY 2022-23.

Attachments: Resolution No. 22-82  
Proposed LVFA MOU

**RESOLUTION NO 22-82**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE LA VERNE CITY COUNCIL AND THE LA VERNE FIREFIGHTERS' ASSOCIATION (LVFA) THROUGH DECEMBER 31, 2026**

**BE IT RESOLVED** by the La Verne City Council as follows:

**Section 1.** The City Manager of the City of La Verne is hereby authorized to execute a Memorandum of Understanding between the City of La Verne and the La Verne Firefighters' Association, said memorandum of understanding being in the form attached hereto and made a part hereof by reference as though the same were set forth in full herein.

**Section 2.** Resolution 22-48 pertaining to the salaries of full-time employees is hereby amended as follows effective January 1, 2023:

- **Remove** Fire Captain + 5% Assignment
- **Change** Fire Captain + 15% Assignment to Fire Captain Paramedic  
Step 1=\$127,843 Step 2=\$133,503 Step 3=\$139,449 Step 4=\$145,691 Step 5=\$152,246
- **Remove** Fire Engineer + 5% Assignment
- **Change** Fire Engineer +15% Assignment to Fire Engineer Paramedic  
Step 1=\$110,191 Step 2=\$114,969 Step 3=\$119,989 Step 4=\$125,258 Step 5=\$130,789
- **Remove** Firefighter + 5% Assignment
- **Change** Firefighter + 15% Assignment to Firefighter Paramedic  
Step 1=\$92,126 Step 2=\$96,732 Step 3=\$101,569 Step 4=\$106,647 Step 5=\$111,979

**Section 3.** Appropriate \$74,000 from the General Fund to the 2022/2023 Fiscal Year adopted Budget.

**Section 4.** That the Mayor shall sign and the Assistant City Clerk shall certify to the passage and adoption of this resolution and thereupon the same shall take effect and be in force.

**APPROVED AND ADOPTED this 19<sup>th</sup> day of December, 2022.**

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Mayor Tim Hepburn

ATTEST:

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Lupe Gaeta Estrella, Assistant City Clerk

### **CERTIFICATION**

I hereby certify that the foregoing Resolution No. 22-82 was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 19<sup>th</sup> day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lupe Gaeta Estrella, Assistant City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF LA VERNE**  
**AND**  
**THE LA VERNE FIREFIGHTERS ASSOCIATION**

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This Memorandum of Understanding (hereinafter referred to as “MOU” or “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of La Verne (hereinafter referred to as “City”) and the La Verne Firefighters’ Association (hereinafter referred to as “Association”).

**Article 1 – Recognition**

The City recognizes the Association as the recognized employee organization for the following classifications:

Firefighter

Firefighter Paramedic

Fire Engineer

Fire Engineer Paramedic

Fire Captain

Fire Captain Paramedic

All employees in the classification of Firefighter who possess paramedic certification as of December 31, 2022 will be in the classification of Firefighter Paramedic. The base salary for Firefighter Paramedic shall equal the base salary for Firefighter. Whenever there is an increase in the base salary for the Firefighter classification, there shall be an equivalent increase to the Firefighter Paramedic classification.. All employees in the classification of Fire Engineer who possess paramedic certification as of December 31, 2022 will be in the classification of Fire Engineer Paramedic. The base salary for Fire Engineer Paramedic shall equal the base salary for Fire Engineer. Whenever there is an increase in the base salary for the Fire Engineer classification, there shall be an equivalent increase to the Fire Engineer Paramedic classification. All employees in the classification of Fire Captain who possess paramedic certification as of December 31, 2022 will be in the classification of Fire Captain Paramedic. The base salary for Fire Captain Paramedic shall equal the base salary for Fire Captain. Whenever there is an increase in the base salary for the Fire Captain classification, there shall be an equivalent increase to the Fire Captain Paramedic classification.

**Article 2 – City Council Approval**

These terms and conditions of employment are of no force or effect until ratified and approved by Resolution duly adopted by the City Council of the City of La Verne.

### **Article 3 – Management Rights**

To the extent that the following are not inconsistent with specific provisions in these terms and conditions of employment and to the extent that the following are not within the scope of representation, the following constitute the rights of management:

1. Manage the City.
2. Schedule working hours.
3. Establish, modify, or change work schedules or standards.
4. Institute changes in procedures.
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee.
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, divisions or subdivisions thereof.
7. Determine services to be rendered.
8. Determine the layout of buildings and equipment and materials to be used therein.
9. Determine the size, character and use of inventories.
10. Determine financial policy, including accounting procedure.
11. Determine the staffing of classifications not represented by the Association.
12. Determine selection, promotion, or transfer of employees.
13. Determine the size and character of the work force.
14. Determine the allocation and assignment of work to employees except in those instances where the affected employee receives additional compensation as a result of performing a given assignment.
15. Determine policy affecting the selection of new employees.
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
17. Determine administration of discipline.
18. Determine control and use of City property, materials, and equipment.
19. Place work with outside firms.
20. Determine the kinds and numbers of personnel necessary.
21. Require employees, where necessary, to take in-service training courses during working hours.
22. Prescribe a uniform dress to be worn by designated employees.

Any grievance arising out of or in any way connected with the existence or the legality of any of the above-described rights of management is not subject to the grievance procedure unless such grievance is otherwise grievable under another Article of these terms and conditions of employment.



#### **Article 4 – Association Rights**

The Association retains the right to engage in the meet and confer process and employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment.

#### **Article 5 – Association Dues**

- A. The City shall deduct dues biweekly from the paychecks of each employee and remit to the Association such monies that employees authorize in writing the City to deduct.
- B. The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising from such deductions or transmittal of such deductions to the Association.

#### **Article 6 – No Strike/No Lockout**

It is to the mutual benefit of the City and the Association to encourage resolution of differences through negotiation. Therefore, the City shall not cause a lockout of employees; and the Association shall not cause a strike, slowdown, stoppage of work, or acts of any nature that would interfere with the operations of the City.

Should differences arise between the City and the Association or its members as to the meaning and/or application of any provisions of these terms and conditions of employment, the City and Association shall call a meeting or series of meetings to settle any differences in accordance with the terms and conditions of these conditions of employment.

#### **Article 7 – Layoff Procedures**

- A. In the event of reduction in the work force, the employee in the classification reduced with the least seniority shall be laid off first.
- B. Any represented employee who has been notified of layoff may elect to accept the layoff or exercise bump-down rights. Represented employees, if qualified and able to work, shall be authorized to bump into any lower rated classification within the department and replace any employee who has less seniority. Employees exercising bump down rights must do so within seventy-two (72) hours after receipt of notice of layoff.
- C. Employees bumped by higher seniority employees shall themselves have the option of exercising bump down rights.

- D. Employees who have been laid off or demoted will be placed on a reemployment list that shall remain in effect for 12 months from the date created. The Personnel Officer may extend the list for an additional 6 months.
- E. While the reemployment list is in effect, no new employee shall be hired until all employees on layoff have been given the opportunity to return to work.
- F. Such employees shall be rehired or reinstated to the position held at the time of separation and in reverse order of their layoff or demotion. Such rights of reinstatement must be exercised within twenty (20) calendar days after the City deposits its written notice of recall from layoff in the United States Mail addressed to the employee's last known address. Such mailing shall be by certified mail – return receipt requested.
- G. Reemployed individuals shall be entitled to the following:
  - 1. Reinstatement of service seniority as of the date of layoff.
  - 2. Receive the salary for the classification in effect at the time of rehire and reinstatement to the salary step the employee occupied immediately prior to the layoff.
  - 3. The accrual rate of vacation and sick leave in effect for the employee's seniority level and class at the time of rehire.
  - 4. All the benefits and programs in effect at the time of the layoff provided those benefits and programs would be applicable to the employee in the classification he/she is returned, had he/she not been laid off.

## Article 8 – Salary Rates and Step Advancements

- A. **Salary Step Advancement.** A five (5) step salary schedule with five percent (5%) difference between steps is hereby established for the classifications listed in Article 1 of these terms and conditions of employment.
  - 1. **Step 1.** This is the minimum rate and will be the hiring rate. In special cases, when it is merited by experience, education, training or other qualifications, the City may approve hiring at a higher salary step. If an employee is hired at a step other than 1, he/she must wait one (1) year until the next step increase.
  - 2. **Step 2.** This salary step is attainable after completion of six (6) calendar months of service if the employee has demonstrated satisfactory job progress.
  - 3. **Step 3.** This salary step is attainable after one (1) year of service from the date of the last salary step increase only if the employee shows satisfactory job progress.
  - 4. **Step 4.** This salary step is attainable after one (1) year of service from the date of the last salary step increase only if the employee shows satisfactory job progress.

5. **Step 5.** This salary step is attainable after one (1) year of service from the date of the last salary step increase only if the employee shows satisfactory job progress.

~~B. **Salary Increase and Median Salary Range Adjustments.** At the beginning of the first full pay period for July 1, 2023, July 1, 2024, July 2025 and July 1, 20256, the steps of the salary schedule for Firefighter, Fire Engineer, and Fire Captain will be adjusted to equate Step 5 with the median top base monthly salary for those classifications surveyed as of JanuaryJuly 1st of each respective year (2023, 2024, 2025, and 2026), utilizing the local agencies identified below in this section. Said salary adjustments shall be rounded to the nearest one-half percentage point (0.25% and 0.75% shall be rounded up). Should the median salary decrease for a classification, the City will maintain the then current salary schedule for that classification. Effective upon September 12, 2021, the following increases to base salary shall occur:~~

~~C. Firefighter — 5%~~

~~D. Fire Engineer — 5.5%~~

~~E. Fire Captain — 5.5%~~

~~F.B. Said salary adjustments shall be rounded to the nearest one-half percentage point (0.25% and 0.75% shall be rounded up). Should the median salary decrease for a classification, the City will maintain the then current salary schedule for that classification.~~

The local agencies that will be surveyed for comparison purposes include the following local agencies: the cities of Monrovia, Montclair, Ontario, Rancho Cucamonga, and West Covina, the Chino Valley Fire District, and the County of Los Angeles.

In the event that a fire department in a local agency is disbanded or ceases to exist, the Association and the city agree to meet and confer on the selection of replacement agencies for salary comparison purposes.

~~G.C. **Paramedic Program.**~~

1. ~~**Paramedic Bonus for Assignment.** Employees in the classification of Firefighter shall receive a paramedic bonus of five percent (5%) above base salary upon hiring, which shall increase to fifteen percent (15%) above base salary upon successfully passing their one-year probationary period. Effective with the first full pay period after ratification, E~~employees in the classifications of ~~Firefighter Paramedic, Fire Engineer Paramedic, and Fire Captain Paramedic who are designated to regular paramedic assignments by the Department~~ shall receive a paramedic bonus in an amount equivalent to fifteen percent (15%) above the Step 5 Firefighter base salary. ~~In the event that said employees are reassigned off of the paramedic unit for five (5) consecutive shifts, they shall receive a five percent (5%) certification bonus in lieu of the paramedic bonus.~~
2. **Maintenance of Certification.** Employees ~~with regular~~ in a paramedic ~~assignments~~ classification will be required to maintain current certification through the Los Angeles County Department of Health

Services. In the event that an employee with-in a paramedic classification-assignment fails to maintain paramedic certification, said employee will be given a grace period of three (3) months to enable him/her to regain the certification. During such grace period, the employee's ~~paramedic bonus will be deleted and a ten percent (10%) reduction in salary will be imposed~~ salary will be reduced to the equivalent salary step of their rank (i.e. step 5 Firefighter Paramedic would be reduced to step 5 Firefighter). If following the grace period, the employee is unable to regain his/her certification or secure a voluntary reassignment to another budgeted position, said employee may be subject to discharge without affective the bumping or layoff of another employee with less seniority.

3. ~~**Selection for Assignment.** Selection of employees for paramedic assignments is a management right. However, when making a regular paramedic assignment, the Fire Chief shall give first consideration to incumbent permanent employees who possess the necessary paramedic qualifications.~~
4. ~~**Paramedic Reassignment.** An employee with a regular paramedic assignment may be reassigned under the following procedures.~~
  - a) ~~An employee with a regular paramedic duty assignment may request a temporary reassignment to other Department duties for a specified time period not to exceed one year. The Fire Chief may approve such temporary reassignment for a definite period of time not to exceed one year provided that an incumbent employee with a valid certification is willing to assume the regular paramedic assignment.~~
  - b) ~~An employee with a paramedic assignment may submit a request to the Fire Chief for a permanent voluntary reassignment out of the paramedic assignment. Within sixty (60) days of receipt of a request for voluntary reassignment, the Fire Chief shall consider the request and provide a written response to the request for reassignment. If the request is granted, a definite target date for removal of the paramedic assignment will be provided. The target date will be based on the anticipated duration necessary to enable an employee within the Department to obtain appropriate certification to fill the vacancy.~~  
~~— Approval of a request for permanent voluntary reassignment will be contingent upon the availability of qualified and suitable personnel within the La Verne Fire Department to willingly assume the paramedic assignment. In no case will a layoff or bumping of personnel result from a voluntary reassignment from a paramedic assignment.~~
  - c) ~~**Reassignment by Fire Chief.** An employee with a paramedic assignment may be reassigned by the Fire Chief due to circumstances unrelated to discipline. Prior to reassigning an employee from a paramedic assignment under this procedure, the~~

~~Fire Chief shall obtain an evaluation from the Department's Paramedic Program Coordinator and the employee's duty Captain. The Fire Chief shall also provide the employee with sixty (60) days prior notice and a definite target date for the reassignment. To affect a reassignment, the Fire Chief shall meet with and counsel the affected employee regarding the basis for the consequences of the reassignment. Nothing in this procedure shall prevent or prohibit the removal of an employee from a paramedic assignment at any time by the Fire chief for disciplinary purposes or reduction of paramedic staffing levels due to funding limitations. The Fire Chief shall comply with the existing laws and due process procedures prior to affecting a disciplinary removal of a paramedic assignment.~~

**5-3. Paramedic Coordinators.** At the discretion of the Fire Chief three (3) employees that possess a current, valid Paramedic certificate may be designated as Paramedic Coordinator. Employees so designated by the Fire Chief shall be paid a monthly stipend of two and one-half percent (2.5%) above their current salary. In the event that the Fire Chief determines that a change of the individuals assigned to serve as Paramedic Coordinators is in order, the Fire Chief may affect such a replacement unilaterally without prior notice or due process.

D. **Driver Operator Program.** Beginning in July 2015, the City will establish a Driver Operator Certification Program to be paid once annually at the amount of \$600. Eligibility for this program is as follows:

- Must complete Driver Operator 1A and 1B
- Must submit proof of completion of all required courses toward the Driver Operator Certification from the California State Fire Marshal's Office to the Training Chief
- Must log a minimum of 40 hours operating a Fire Department apparatus in the current fiscal year (July – June) before being eligible
- Must log a minimum of 40 hours on a Fire Department apparatus per year to receive Driver Operator Certification payment
- Must have and maintain a valid Class C License with Firefighter endorsement
- La Verne Firefighters Association members on new employment/initial probation are not eligible (does not apply to members on promotional probation)
- La Verne Firefighter Association members receiving the Company Officer Certification payment will not be eligible for the Driver Operator Certification payment

The above eligibility requirements for the Driver Operator Certification Program must be met no later than July 1 of each year to receive the annual payment amount. The parties intend that the payment made pursuant to the Driver Operator Program shall be reported to CalPERS as Educational Incentive pay. If CalPERS or any court determines that

payments made pursuant to the Driver Operator Program are not deemed part of reportable compensation, then the City shall not be liable for any loss of retirement benefits as a result of the determination.

**E. Special Assignments.** Within 60 days following ratification of the MOU, assigned employees will receive \$175 per month for holding the following special assignments: SCBA (maximum of 2 employees); Telestaff (maximum of 1 employee); Arson/Fire Investigator (maximum of 3 employees); Hazx Mat Tech/Spec/Instructor (maximum of 2 employees); USAR Tech/Spec/Instructor (maximum of 4 employees); PPE/Equipment/Supply Specialist (maximum of 1 employee).

- a) Each Special Assignment will initially be for a two (2) year term and selected by the Fire Chief. The Fire Chief will have the ability to reappoint or extend a term for each Special Assignment for an additional two (2) years. The Chief has discretion to remove an assigned employee ~~Removal from a Special Assignment at any time for a non-disciplinary reason, and such removal will be at the Chief's discretion and is not considered a disciplinary action or subject to any grievance or appeal process.~~ The Department may also remove ~~an employee is removed from a Special Assignment as a result of a disciplinary action, subject to applicable the Department will comply with existing law and due process procedures.~~

**F. Chief Officer Incentive Program.** Beginning in July 2023, the City will establish a Chief Officer Incentive Program to be paid once annually at the amount of \$1,750 to those ~~eligible employees deemed eligible by the Fire Chief.~~ Employees are not eligible to receive both pay under the Company Officer Program and pay under the Chief Officer Incentive Program. Therefore, should an employee receive pay under the Company Officer Certification Program, the employee is not eligible to receive this pay. Eligibility for this program will be as follows:

- Must submit proof of completion of all required courses toward the Chief Officer Certification from the California State Fire Marshal's Office to the Training Chief
- Must be an Association member in good standing for at least 12 months
- La Verne Firefighter Association members receiving the Driver Operator Certification or Company Officer Program payment will not be eligible for the Chief Officer payment

The above eligibility requirements for the Chief Officer Certification Program must be met no later than July 1 of each year to receive annual payment amount. The parties intend that the payment made pursuant to the Chief Officer Program shall be reported to CalPERS as Educational Incentive pay. If CalPERS or any court determines that payments made pursuant to the Chief Officer Program are not deemed part of reportable compensation, then the City shall not be liable for any loss of retirement benefits as a result of the determination.

**E.G. Company Officer Program.** ~~Beginning in July 2015, the City will establish a~~ The Company Officer Certification Program is to ~~to be paid once annually at the amount of \$1,500 to those eligible employees deemed eligible by the Fire Chief~~ 000. Eligibility for this program will be as follows:

- Must submit proof of completion of all required courses toward the Company Officer Certification from the California State Fire Marshal's Office to the Training Chief
- ~~La Verne Firefighter Association members on probation are not eligible~~ Must be an Association member in good standing for at least 12 months
- La Verne Firefighter Association members receiving the Driver Operator Certification payment will not be eligible for the Company Officer payment

The above eligibility requirements for the Company Officer Certification Program must be met no later than July 1 of each year to receive annual payment amount. The parties intend that the payment made pursuant to the Company Officer Program shall be reported to CalPERS as Educational Incentive pay. If CalPERS or any court determines that payments made pursuant to the Company Officer Program are not deemed part of reportable compensation, then the City shall not be liable for any loss of retirement benefits as a result of the determination.

**F.H. CICCS Qualification Incentive Program.** Beginning in July 2023, the City will establish a CICCS Qualification Incentive Program to be paid once annually at the amount of \$1,000 for obtaining one (1) CICCS qualification to those employees deemed eligible by the Fire Chief. The total amount an employee may receive annually is \$1,000.

**G.I. Salary Plan Administration.**

1. Employees shall be paid by twelve noon (12:00) on or before every other Friday. When the normal pay day falls during an employee's annual vacation leave, such employee shall receive a partial vacation advance on the last working day prior to such an annual vacation leave provided a written request is submitted to the Finance Officer at least five (5) working days prior to said leave.
2. All employees shall receive at least one (1) annual written department evaluation pursuant to department policy as established by the Fire Chief. Written evaluations will be given to the employee before the end of the particular evaluation period. In cases where an employee is away from the worksite for an extended period, the evaluation will be given to the employee at the earliest opportunity upon his/her return. Employees who are eligible for a merit increase and who receive an overall rating of satisfactory or above, shall receive that merit increase at the time it would normally have been given had the employee been at the City worksite, unless the Department Head extends the merit increase date.



3. All step increases, promotions, demotions, or other changes in the employees' salaries shall occur at the beginning of the closest pay period.
4. The City shall have the option of eliminating paper checks and requiring all employees to be paid by direct deposit. All employees who are not currently enrolled in direct deposit, are encouraged to contact the Finance Department to become enrolled.

**E. Probationary Period.**

1. All original, promotional, or transfer appointments shall be tentative and subject to a probationary period of one (1) year.
2. The probationary period may be extended by the City as a result of an employee's unfavorable evaluation for a period not to exceed six (6) months.
3. During the probationary period, a newly hired employee may be discharged by the City without right of appeal if the City deems the employee unfit or unsatisfactory for permanent employment.
4. During the probationary period, a promoted employee may be demoted back to the previous job held without right of appeal, if the City deems the employee unfit or unsatisfactory for permanent appointment.
5. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to a position, and for rejecting an employee whose performance does not meet the standards of work.

**F. Trainee Levels.** The City may, at its discretion, establish trainee salary range levels and/or job descriptions.

**G. New Classifications.** The City may establish new job classifications. Employees desiring to compete for such positions will be evaluated in the same manner as any candidate aspiring to receive appointment to the new position.

**H. Reclassification.**

1. The City may reclassify any job within the City service to accommodate changed job duties not anticipated in the original classification and assigned or directed to be performed by the City.
2. Reclassification shall not be used with the purpose of avoiding restrictions surrounding promotions and demotions.
3. An employee whose job is reclassified and includes a higher rate of pay shall receive the salary level in the reclassified position that is next higher than the salary currently held by such employee.
4. An employee whose job is reclassified and includes a lower rate of pay shall remain at the current level of pay until the new salary range equals or exceeds such current levels.

**I. Acting Appointments.** The City may designate an employee to an acting capacity in a job classification different than that currently held by the employee. The employee shall receive five percent (5%) above the employee's current base monthly salary added to the employee's wages



after thirty (30) consecutive calendar days of satisfactory service in such acting capacity as determined by the City.

1. Service in an acting capacity shall not continue beyond six (6) months without the agreement of all parties.
2. An employee having served in an acting capacity and subsequently fully appointed to the position shall establish a new anniversary date as the first day of permanent appointment to the position.

J. **Promotion.** The City may promote an employee to a higher job classification.

1. A promoted employee shall receive an increase in salary equal to the entrance salary of the promotional position or the next higher salary level provided, however, that no employee shall receive a salary that exceeds the maximum range level established for the promotional job classification. An employee serving in an acting capacity immediately prior to permanent appointment to the position shall be placed into the closest higher base salary rate step above their pre-promotional base salary rate step upon promotion.
2. A new anniversary date shall be established and the promoted employee shall be subject to a one (1) year probationary period. An employee rejected during this time shall be reinstated to the job classification previously held at the same salary level the employee had prior to the promotion. A rejection pursuant to this section shall not be considered a demotion as defined in section K.

K. **Demotion.** The City may, with cause, demote an employee to a lower job classification.

1. A demoted employee shall receive a minimum decrease in salary equivalent to one (1) salary step provided, however, that no employee shall receive a salary which exceeds the maximum range level established for the lower job classification.
2. A new anniversary date shall be established for the demoted employee as the day on which the employee begins performing the duties of the lower job classification as determined by the City.
3. No probationary period shall be required for demoted employees.

## Article 9 – Hours of Work

A. **Work Week – Shift Employees.** The normal workweek for shift employees shall consist of an average of fifty-six (56) hours on a shift basis. The normal shift schedule is the 48-96 plan in which employees are assigned to work back-to-back twenty-four (24) hour shifts for a total of forty-eight (48) hours starting at eight a.m. (8:00 a.m.) and ending at eight a.m. (8:00 a.m.) on the second consecutive day following the day the shift began.

B. **Work Week – Non-shift Employees.** The normal workweek for non-shift employees shall consist of five (5) consecutive eight (8) hour days, or forty

(40) hours per week, or as scheduled at the discretion of the Department Head.

- C. **Time Calculations.** For purposes of this section and other sections dealing with time calculations, an average fifty-six (56) hour workweek is equivalent to 242.66667 hours per month, and a forty (40) hour workweek is equivalent to 173.33333 hours per month.
- D. **Fit for Duty Evaluations.** The on-duty Battalion Chief shall have the authority to determine whether employees have obtained sufficient rest during the previous night to enable him/her to continue working the second 24 hours of a shift. In the event that a Battalion Chief determines that an employee has not had sufficient rest, rendering him/her too fatigued to work the remainder of a shift in a competent manner, the Battalion Chief may relieve said employee of duty for the remainder of the shift. Any employee so relieved shall be placed on accumulated vacation or compensatory leave time if available.
- E. **Consecutive Work Hours.** No employee may work 96 consecutive hours without express approval from the Battalion Chief.

## Article 10 – Overtime

An employee shall be credited for authorized work before or after the normal regularly scheduled workday by receiving overtime at time and one-half.

- A. **Authorization.** Overtime must be authorized in advance and is governed by department policy as approved by the Fire Chief. (Also refer to Article 33 (H) of these terms and conditions of employment).
- B. **Rate.** All employees covered by these terms and conditions of employment shall be paid at a rate of one and one-half hours for overtime hours worked in accordance with the provisions of the Fair Labor Standards Act as detailed in Article 33 of this Agreement.
- C. **Rank-For-Rank Replacement.** All overtime assignments shall first be attempted to be made on a rank-for-rank basis with full-time personnel covered by these terms and conditions of employment. Permanent full-time employees shall be given first priority to work overtime unless otherwise specified in these terms and conditions of employment. This provision shall also be applicable to Firefighters with regular paramedic assignments.
- D. **Out of Rank Replacement.** Prior to force hiring a member, vacancies may, at the discretion of the Fire Chief, will be offered to individuals out of rank who meet the qualifications and, are signed up in their respective ranks. Members “working down” must currently hold any and all required certificates, licenses, etc. to legally perform the duties of that rank. An employee cannot be forced to work out of rank. Employees may not “work up” unless they have previously passed a promotional examination, or successfully completed a department position specific taskbook for that rank. Additionally, employees “working up” must currently hold any and all

required certificates, licenses, etc. for the position in question. At the Chief's discretion, the Chief may discontinue working up or down at any time, and such decision is not subject to any grievance or appeal process. "Working up" will only be allowed for a time period of 24 hours or less. Examples are to satisfy constant manning requirements, to facilitate coverage during scheduled training, and coverage for department meetings. This is not to be used for administratively placing members into temporary assignments.

- a. Qualified employees assigned to work down a rank on a temporary basis on a suppression shift shall be paid for such working rank down hours at the same step and hourly rate that they currently occupy.
- a.b. Qualified employees assigned to work up a rank on a temporary basis on a suppression shift shall be paid for such working rank up hours at the same step and hourly rate that they currently occupy.

G.E. All back-fill assignments that are the result of a ~~third party~~ third-party contract will be paid at the rate of time and one-half.

For additional language on overtime, refer to Article 33 (H) of these terms and conditions of employment.

## Article 11 – Call-Back Allowance

An employee who is called back to work after completing a regular work shift or work week and having left the City premises shall be compensated for a minimum of two (2) hours or for actual hours worked, whichever is greater, at the overtime rate. Travel time shall not be considered as hours worked and shall not be compensated in any manner.

## Article 12 – Sick Leave

Employees shall accrue sick leave as follows:

- A. **Accrual Rate – Shift Employees.** Shift employees shall accrue sick leave at the rate of eleven and two-tenths (11.2) hours per month.
- B. **Accrual Rate – Non-shift Employees.** Forty (40) hour employees shall accrue sick leave at the rate of eight (8) hours per month.
- C. **Prorating.** Sick leave shall accrue on a monthly basis beginning with the first month of employment. Sick leave accrual shall be prorated when an employee begins or terminates his/her employment in the middle of a month.
- D. **Accumulation.** Sick leave may be accumulated indefinitely as long as the employee works for the City.
- E. **Deduction.** Sick leave granted by the City and used by the employee shall be deducted from the employee's accrued sick leave balance.

- F. **Accrual During Leave.** Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by these terms and conditions of employment.
- G. **Accrual After Separation.** Sick leave shall not be accrued by any employee absent from duty after separation from City service or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.
- H. **Physician's Certificate.** Evidence, in the form of a physician's certificate or otherwise, may be required to determine the adequacy of reasons for an employee's absence during the time for which sick leave is requested.
- I. **Personal Illness or Disability.** An employee who has contracted or incurred a non-service connected illness or disability which renders him/her unable to perform the duties of his/her position will be eligible to receive paid sick leave provided that the employee complies with the utilization procedures specified in Section K of this Article.
- J. **Bereavement/Family Leave.** Sick leave may be granted for death or illness involving members of the immediate family (for this purpose, members of the immediate family shall be defined as: spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother-in-law, father-in-law) not exceeding seventy-two (72) hours per calendar year for shift employees or five (5) days for non-shift employees.
- K. **Utilization Procedure.** An employee requesting paid sick leave in accordance with Sections I (Personal Illness or Disability) or Section J (Bereavement/Family Leave) above, shall comply with the following:
  - 1. **Call-in Procedure.** The employee shall personally make telephone contact with the Battalion Chief on duty at least one and one-half (1 ½) hours before the time specified for the beginning of the work shift of his/her absence from duty. In cases in which the ill or disabled employee is physically unable to make personal telephone contact with the Battalion Chief, the individual designated to provide notification of the absence shall make telephone contact with the Battalion Chief.
  - 2. **Basis for Absence.** The employee or other individual providing notification to a Battalion Chief of the employee's absence shall provide the specific reason for the absence.
  - 3. **Accessibility.** An employee who is granted sick leave for personal illness or family illness shall be required to be available at his/her residence or that of an immediate family member for telephone or personal contact from the Battalion Chief during the employee's assigned shift. Exceptions to this requirement will be reviewed on a case-by-case basis.
  - 4. **Review.** An employee who uses more than seventy-two (72) hours of sick leave in a fiscal year that has not been documented by a physician's certificate may be subject to appear before a review board comprised of Fire Department management personnel and an Association representative to discuss the bases for the absences.
- L. **Payment Upon Termination.**

1. At termination of employment for other than disciplinary reasons, after fifteen (15) years of service, an employee shall be paid for accumulated sick leave on the books up to one (1) month's salary at the then current rate.
  2. An employee who at the time of retirement has 2,000 hours or more of accrued sick leave will have the option of designating up to 2,000 hours in a spousal medical continuation account. The sole purpose of this "account" will be to supplement only the spouse's medical insurance in the event of the association member's death. The initial value of the account will be determined by multiplying the number of hours designated by  $\frac{1}{2}$  of the employee's base hourly rate at the time of retirement. Funds of the account will be available only for the surviving spouse to supplement 50% of the monthly premiums due the city for the continuation of health insurance until they become eligible for Medicare (65 years of age). Only spouse designated at time of retirement will be eligible. Unless so utilized such account will have no value and may not be "cashed out."
- M. **Sick Leave Use Upon Termination.** No sick leave shall be paid during an employee's final two weeks of employment except if supported by a doctor's written order.

### **Article 13 – Holidays**

Due to the unique nature of work hours in the Fire Department, the following schedule for holidays shall be observed:

- A. **Shift employees** shall be paid on a monthly basis for ten (10) holidays per year. Pay shall be figured at eight (8) hours per holiday at the rate of time and one-half.

Employees who are scheduled to work on Christmas Eve and Christmas Day in a given year will have their work schedules modified so that the affected employees will not be required to work both holidays. To accomplish this, the duty shift assigned to work on December 22<sup>nd</sup> and 23<sup>rd</sup> will exchange the 23<sup>rd</sup> for the 24<sup>th</sup> of December.

- B. **Non-shift employees** shall receive the following days off with pay:

- |                           |                         |
|---------------------------|-------------------------|
| 1. New Year's Day         | 6. Labor Day            |
| 2. Martin Luther King Day | 7. Veterans Day         |
| 3. Presidents Day         | 8. Thanksgiving         |
| 4. Memorial Day           | 9. Day before Christmas |
| 5. Independence Day       | 10. Christmas           |

In the event that a holiday falls on a Sunday, the Monday following will be observed as the holiday, or if it falls on a Saturday, the Friday preceding will be observed as the holiday.

### **Article 14 – Vacations**

- A. **Accrual.** Current LVFA members and those who are on the current eligibility list as of the date of June 30<sup>th</sup>, 2020 shall accrue paid vacation leave as provided below. Accrual shall be apportioned on a monthly basis and shall be prorated for employees who begin or terminate their employment in the middle of a month.

**For Shift Employees:**

Consecutive Years of Service	Shifts Per Year	Equivalent Shift Hours
1-5	6.93	166.3
6	7.4	177.6
7	7.86	188.8
8	8.33	200.0
9	8.8	211.2
10	9.26	222.4
11	9.78	233.6
12	10.2	244.8
13	10.66	256.0
14 or more	11.13	267.2

**For non-shift employees:**

Consecutive Years of Service	Vacation Days Per Year
1-5	12
6	13
7	14
8	15
9	16
10	17
11	18
12	19
13	20
14	21
15	22
16 or more	23

**Cap on Accrual.** New employees hired after June 30, 2020, and current employees who were not previously LVFA members prior to ratification June 30, 2020, will have their vacation hours capped at 400 hours and will not be able to accrue past that amount. Employees subject to the cap of 400 hours with at least 350 hours of accrued vacation hours will be eligible to cash out up to 40 hours of vacation if they meet the following: (i) Have been denied the use of vacation by the department after submitting a vacation request of no less than thirty-six (36) hours and no more than the equivalent of two (2) weeks; (ii) The request for vacation (that has been denied) must have been submitted at least thirty (30) days in advance of the first day of the desired vacation date; (iii) Have not previously

cashed out vacation hours pursuant to this cash out procedure for the same requested vacation leave (an employee may only cash out vacation hours pursuant to this cash out procedure once per denied vacation request).

- B. **Scheduling** of employee vacation leave shall be at the discretion of the City with due regard to the wishes of the employees and work requirements of the City. Vacations will normally be scheduled on a seniority basis (full-time as a member of the L.V.F.D.). To exercise seniority rights, vacation requests must be submitted to the City by March 1<sup>st</sup> of each year. The taking of one (1) shift for shift employees, or five (5) days for forty (40) hour employees, exercises the particular employee's seniority right for that year. For this purpose, year shall be defined as April 1 through March 31.

All requests for vacation of one (1) or less shifts should be submitted at least 96 hours prior to the requested day off, and include the name of a qualified replacement.

No vacation shall be granted between December 16 and January 2 unless the employee finds a qualified replacement.

All requests for vacation of one (1) or more shifts should be submitted to the Battalion Chief for approval at least fourteen (14) days prior to the first desired day off. If the request is within seven (7) days, the request must include the name of a qualified replacement for each shift desired off.

When looking for a qualified replacement, the employee will refer to the "Priority Chart" which lists employees' names by rank, from lowest hours to highest, and will make a reasonable attempt to contact members of their own rank in order from low to high until they are able to identify a qualified replacement. The Priority Chart will be updated monthly according to hours provided to the Fire Department by the Finance Department and will be posted at all three fire stations.

- C. **During Probation**. Vacation leave shall not be granted or accrued to any employee during the first six (6) months of the employee's original probationary period. However, on the successful completion of the probationary period, the employee will be credited with vacation leave that would otherwise have been accrued.
- D. **Deduction**. Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave. Vacation leave shall not be granted to any employee after separation from City service, or during a City authorized leave of absence without pay or any other leave of absence not authorized by the City.
- E. **Carry Over**. In the event that any carry over of accrued vacation leave exceeding the amount received in a twenty-four (24) month period is desired, the employee may request and the City may grant approval for such carryover.
- F. **Accrual During Holiday**. In the event that a holiday recognized in this Memorandum of Understanding occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave.
- G. **Payment Upon Separation**. An employee separated from City service shall receive full compensation for accrued vacation leave on the books at the employee's then current salary rate.

- H. **Annual Cash Out.** Association represented employees with a minimum of 675 hours of accumulated sick leave may "cash out" up to 56 hours (40 hours for non-shift employees) of accumulated vacation on an annual basis provided that subsequent to the cash out, the employee shall retain a minimum vacation accrual balance of 168 hours (3 weeks). Said vacation cash out shall be approved by the Personnel Officer on the condition that it is paid to the employee in conjunction with a vacation leave of at least one week in duration that has been scheduled and approved by the department head at least thirty (30) days in advance.
- I. **Deferred Compensation Plan Cash Out.** Employees who have reached the age of 47 are eligible for the "Catch up Provision" under the 457 deferred compensation plan. Employees who have reached the age of 47 during the first full pay period in January may "cash out" the dollar equivalent of up to \$15,000 of vacation hours each year for a period of three consecutive years and have the funds deposited directly into deferred compensation. The employee must complete the Participation Agreement with the Deferred Compensation Plan no later than that last day of the first full pay period in January, and evenly distribute the \$15,000 over the remaining pay periods. However, the employee's total deposit must be equivalent to the maximum deposit amount allowed by laws relating to Section 457 plans (without the added amount). The employees shall retain an accumulated vacation balance of at least two weeks (112 hours) at all times.

## Article 15 – Uniform Allowance

Each employee shall receive uniform allowance in the amount of \$600 per year for the purchase and maintenance of uniforms, payable in the first pay period ending in December. An employee who begins employment or who severs employment prior to the uniform allowance being paid shall, within the first three months of employment, receive up to \$500 in cost reimbursement toward the purchase of new uniforms subject to submission of receipt and purchase documentation and approval by the Fire Chief or designee. Prior to the beginning of calendar years 2011, and 2012, the Association may initiate discussions with the City relative to adjustments in uniform allowance based upon labor market comparisons of the comparison agencies listed in Article 8 (B).

## Article 16 – Retirement

The plan is administered by the CalPERS Board. The City and the employees shall be subject to the rules and regulations governing retirement, premium cost, etc., as endorsed and accepted by the CalPERS Board, except as otherwise noted herein.

- A. **Employer Premium.** Premium cost is fixed by the governing board of CalPERS and is divided between the City and employee. The City shall pay the premium designated as employer charges.



- B. **Employee Premium for “New Members,” as Defined by AB 340, Hired After January 1, 2013; Public Safety PERS 2.7% @ 57 under AB 340.**
1. Employee contribution rate for “new members” as defined by AB 340 is at least 50% of the normal cost rate for that defined benefit plan, rounded to the nearest quarter percent or the current contribution rate of similarly situated employees, whichever is greater.
  2. Compensation cap for “new members” as defined by AB 340 (120% of Contribution and Benefit Base).
  3. Calculation of benefits based on base pay for “new members” as defined by AB 340.
  4. 3 year average final compensation for “new members” as defined by AB 340.
  5. Benefits will be determined in accordance with all of the applicable requirements of AB 340.
  6. If AB 340 is partly or wholly overturned or modified by subsequent legislative or judicial actions, employees covered by Article 16 – Section A. will be provided with benefits under Article 16 – Section C. to the greatest extent permitted by law.
- C. **Employee Premiums for Individuals hired after February 1, 2010 who are not “New Members,” as defined by AB 340; Public Safety PERS 3% @ 50 full formula and Section 20024.7(one year final compensation.)**
- Individuals hired after February 1, 2010, will be responsible for paying the full amount of their employee contribution (9% of reported compensation)
- Employee Premiums for Individuals hired by the City on or prior to February 1, 2010 who are not “New Members,” as defined by AB 340; Public Safety PERS 3% @ 50 full formula and Section 20024.7 (one year final compensation).**
1. Effective with the first full pay period in September 2014, employees will be responsible for paying 7% of their 9% member contribution to PERS. The remaining 2% will be paid by the City.
  2. Effective with the first full pay period in July 2015, employees will be responsible for paying 8% of their 9% member contribution to PERS. The remaining 1% will be paid by the City.
  3. Effective with the first full pay period in January 2016, employees will be responsible for paying 9% of their member contribution to PERS.
  4. **Credit for Unused Sick Leave**. The City will bear the cost for the Credit for Unused Sick Leave benefit.
- D. **4<sup>th</sup> Level 1959 Survivor Benefit**. City shall take all action necessary to amend its contract with CalPERS on or before May 1, 2004 to implement the benefits of Cal. Government Code, Section 21574. Any changes in the City’s CalPERS rate caused by this contract amendment will be borne by the Association members.
- E. **Pre-retirement Optional Settlement 2 Death Benefit**. The City shall obtain an actuarial valuation for the costs of implementing the benefits of California Government Code, Section 21548. Thereafter, the City agrees to meet with

the Association and to discuss implementing the benefits of that Section, with the Association members bearing the cost for such benefits.

## Article 17 – Medical and Dental Plans

- A. **Active Employees:** The City shall provide at least two health maintenance organization (HMO) medical plans that have been approved by the Association through the Employee Health and Safety Committee for all employees and their dependents.
1. At the time of hire, an employee shall choose a plan that best meets the needs of the employee.
  2. An open enrollment period will occur in May-June of each year (effective July 1). Only during this time may the employee change to another plan.
- Current Employees and those who are on the current eligibility list as of the date of ratification of the MOU:** The City will pay 100% of the cost of insurance premium for employees and their eligible dependents, not to exceed the cost of the HMOs offered by the City.
- Employees Hired After Ratification of the MOU:** For employees hired after the date of ratification of the MOU who are not on the current eligibility list as of the date of ratification of the MOU, the City will pay the following medical insurance contribution amounts only, and employees shall be responsible to cover any medical insurance premium amounts over what the City provides:
- EE only: \$600/month  
 EE plus spouse: \$1,000/month  
 EE plus child: \$800/month  
 EE plus family: \$1,300/month
- B. **Retired Employees:** The City shall not provide any retiree medical insurance contributions for employees hired after the date of the ratification of the MOU who are not on the current eligibility list as of the date of the ratification of the MOU. The City shall provide monthly medical insurance contributions to current retired employees and those hired who are on the current eligibility list as of the date of the ratification of the MOU up to the following amounts:
1. Those who retired between 10-1-84 and 9-1-90:
    - Single \$88.32
    - Couple \$181.06
    - Family \$247.30
  2. Those who retired between 9-2-90 and 6-30-99:
    - Single \$110.00
    - Couple \$225.00
    - Family \$247.30
  3. Those who retire between 7-1-99 and 12-31-2003 will be provided with monthly medical insurance contributions in an amount that does not exceed eighty-five percent (85%) of the monthly premium of the least expensive HMO plan (for the retiree and covered dependents) that was in effect at the time of the retirement. The amount of this City-paid

monthly contribution toward medical insurance shall be permanently fixed and will not be increased in conjunction with changes in monthly premium rates.

4. Those who retire January 1, 2004 or later, will be entitled to 80% of the monthly medical insurance premiums of the least expensive HMO (for the retiree and covered dependents). That amount shall not be fixed and will increase with changes in the rates that are available through the City provided plans. Employees must have at least 20 years of full-time service with the City to be eligible for this benefit (an employee who was hired prior to January 31, 1994, shall be eligible to apply up to two years of La Verne reserve firefighter experience towards the 20 year eligibility requirement).

The City shall provide the above retirement benefits only to those retired employees and their dependents who:

1. if eligible for Medicare, have enrolled in, and maintain, Medicare coinsurance benefits, in which case, the City shall provide a supplemental medical insurance plan not to exceed the aforementioned contribution rates.
2. are not receiving disability retirement benefits through the PERS nor have filed for industrial disability retirement benefits through the PERS with the following exceptions as determined by the City Manager:
  - a. the employee suffered a permanently disabling injury (not illness) as a result of a single, on-duty incident directly related to their actual performance of official duties; and
  - b. the employee has not declined an offer of a modified duty assignment; and
  - c. the employee's disabling injury that necessitates retirement specifically excludes back injuries, psychological problems, heart disease, hypertension, and stress trauma.
3. obtain their medical insurance through the City. However, a retiree who chooses to purchase medical insurance from an independent source may receive direct payments from the City in the amounts specified above. In order to receive such direct payments, the retiree shall provide the City with an annual signed statement certifying that he has medical insurance coverage to cover the cost of catastrophic illness or injury for the retiree and dependents. Said medical insurance payments shall be made on a quarterly basis.
4. Upon death of the retired employee, dependents will not be eligible for medical insurance through the City.
5. Beginning on July 1, 2013, there shall be a cap of \$300 on post Medicare monthly medical insurance contributions by the City to retired employees who were hired prior to January 1, 2013. The City shall not contribute any amount toward the post Medicare monthly medical insurance contributions for employees hired on or after January 1, 2013.

- C. **Dental Plan.** The City shall contribute to a group dental plan for the employee and eligible dependents in the form of an allocation of up to \$33 per month.

## **Article 18 – Training**

- A. **School Fee.** Where as a condition for continued employment, the City requires attendance at a school or training establishment and where a fee is charged, the City shall pay such fees. An employee attending such school shall suffer no loss of wages or benefits if attendance during working hours is required. Books and materials purchased by the City will remain City property.
- B. **Reimbursement.** Non-probationary members will be reimbursed a maximum of \$500 per calendar year for completion of job related classes. To be eligible for reimbursement, employee must have submitted class for pre-approval to the Personnel Officer, received a “C” or better grade, and not use the classes for any other compensable program that the City offers. Member will be responsible to repay any amount received within twelve (12) months of separating from employment.

## **Article 19 – Time Off to Employee Representatives**

- A. The City will allow a maximum of two (2) City employee representatives time off without loss of compensation or benefits when formally meeting and conferring with representatives of the City on matters within the scope of representation. Said representatives may be given time not to exceed forty-eight (48) hours at the sole discretion of the City Manager to attend an annual seminar.
- B. The City shall allow the Association the opportunity to hold general meetings; however, in order to ensure meetings do not conflict with training or department objectives, prior approval must be granted from the Fire Chief or Battalion Chief whose shift the meeting falls on.

## **Article 20 – Education Incentive and Tuition Reimbursement**

- A. **Education Incentive Pay.** The City will pay employees an education incentive in the amount of two and one-half percent (2.5%) of base monthly salary for an A.A./A.S. degree in a job related discipline; or five percent (5%) of base monthly salary for a B.A./B.S. degree in a job related discipline.
- B. **Tuition Reimbursement.** Non- probationary employees who have attained an Associates of Arts or Science degree from a community college or provide written documentation from an accredited college or university of enrollment with junior class standing or higher shall be eligible for tuition reimbursement for courses leading toward completion of a Bachelor's degree in a related field, e.g., public administration, organizational management, etc. An employee pursuing a Master's degree in the aforementioned fields may petition for consideration for tuition reimbursement under this section. The City's Personnel Officer shall determine employee eligibility and eligibility of courses

for tuition reimbursement, subject to review by the City Manager whose decision shall be final. Upon confirmation of eligibility and completion of courses with a grade of B or higher, the employee will be reimbursed for the cost of tuition and books up to \$ 1,500 per calendar year. For purposes of determining what year an expense is charged to, the date the last class session was held will be used.

## **Article 21 – Unemployment Insurance**

The City will participate in and contribute to the State of California Unemployment Insurance program at the rate established by Local Entity Employees Fund of the State.

## **Article 22 – Workers' Compensation Insurance**

The State workers' compensation laws and these terms and conditions of employment shall govern all aspects of duty related injuries, illnesses, and accidents.

- A. **Industrial Injuries and Accidents.**
  - 1. Employees shall report any duty related injury or illness which requires medical treatment to the appropriate department supervisor as soon as physically possible.
  - 2. Employees shall report any duty related injury or illness which does not require medical treatment to the appropriate department supervisor by the end of the workday on which the injury or illness occurred.
- B. **Accident Reporting.** Employees shall report any accident that results in any injury or property damage to the appropriate department supervisor as soon as physically possible.
- C. **Medical Treatment.** Any employee suffering from any duty related injury or illness which requires medical treatment shall immediately seek such treatment from a City designated physician or medical facility.
- D. **Leave of Absence for Industrial Disability Qualification.** An employee suffering a duty related injury or illness that disables that employee from the performance of regular job duties may request a leave of absence for industrial disability. Such request may be submitted in the form of a workers' compensation claim. Any dispute regarding such claim shall be resolved through the State Workers' Compensation Appeals Board process.
- E. **Compensation.** For any employee on leave of absence under the workers' compensation sections of the California Labor Code, accumulated paid leave may be prorated to supplement such temporary disability compensation

payments, provided that the total amount shall not exceed the regular gross salary of the employee.

- F. **Workers' Compensation.** While receiving 4850 leave, employees may come and go freely from their residences. However, employees must obtain prior approval from the Fire Chief if they wish to travel:
1. outside the state; or
  2. to a location that is more than four hours driving time from the City limits.

## Article 23 – Life Insurance

For Association represented employees in the classifications of Firefighter, Fire Engineer, and Fire Captain, the City shall provide a term life insurance policy with a fifty thousand dollar (\$50,000) benefit and a fifty thousand dollar (\$50,000) accidental death and dismemberment benefit. The monthly premium for said insurance policy shall be paid jointly by the City and the employee with the City paying one-half (1/2) of the premium amount and the employee paying one-half of the premium amount through payroll deduction.

## Article 24 – Leave of Absence

- A. **Request for Leave.** Any employee who has successfully completed the original probationary period may request a leave of absence for a period of time not to exceed one (1) year.
- B. **Automatic Resignation.** Employee use of leave of absence for a purpose other than that requested shall be considered as an employee's automatic resignation from City service.
- C. **Approval.** The City shall have sole discretion in approving or disapproving any employee request for leave of absence or in granting any pay or benefits. Any paid leave of absence exceeding thirty (30) days must be approved by the City Council.

## Article 25 – Discipline

- A. **Authority.** Full authority for administering discipline, up to and including discharge for just cause, is retained by the City.
- B. **Principles of Corrective Discipline.** The City shall generally follow the principles of corrective discipline as established in case law; that is, a written reprimand for the first offense; disciplinary action including, but not limited to, reduction in pay, delay in step increases, demotion or suspension for the second offense; and discharge for the third. However, the City reserves the right to administer disciplinary actions commensurate with the severity and/or frequency of the offense.

## Article 26 – Grievance Procedures

- A. **Right of Appeal.** A grievance is an alleged violation of a specific clause of these terms and conditions of employment and other rules, regulations, or procedures of the City. An employee's exclusive recognized labor organization or the City may grieve an action or inaction pursuant to the procedures herein specified.
- B. **Informal Grievance Procedure.** The first attempt to settle a grievance will be through discussion with the immediate supervisor. If, after this discussion, the matter has not been resolved, the employee shall have the right to discuss it with the supervisor's immediate superior. Every effort should be made to find a solution by informal means at the lowest level of supervision. If the matter is not settled, the employee shall then have the right to file a formal appeal in writing to the department head within fifteen (15) days after receiving the decision of the supervisor.
- C. **Formal Grievance Procedure.** An employee filing a formal appeal shall do so in accordance with the following:
  - 1. **First Level of Review.** The appeal shall be presented in writing to the employee's department head that shall render a decision in writing to the employee within fifteen (15) calendar days after receiving the appeal. If the employee does not agree with the decision or if no answer has been received within the time, the employee may present a written appeal to the City Manager. Should the employee fail to take action within fifteen (15) calendar days after receiving the decision of his department head, or within the same time period from the time the appeal was filed if no department head decision is rendered, the appeal shall be deemed to have been abandoned and terminated.
  - 2. **City Manager Review.** The City Manager or a designated representative shall discuss the grievance with the employee or a representative, if any, and with other appropriate persons. The City Manager may designate a fact-finding committee for advice concerning the appeal. The City Manager shall render a decision in writing to the employee within fifteen (15) calendar days. If the employee does not agree with the decision, the employee shall then have the right to file a formal appeal in writing to the City Council within fifteen (15) calendar days after receiving the decision of the City Manager.
- D. **Appeal to the City Council.** On receipt of an appeal, the City Council may make such investigations as it deems necessary. The City Council will decide whether or not to hear the appeal or to appoint a hearing officer or body. The employee may request that the appeal be considered at a public meeting or at a closed session. The City shall notify the employee requesting the hearing of the date, time and place of the hearing. Unless incapacitated, the employee making the appeal shall appear personally before the City Council or hearing officer at the hearing.  
 Upon conclusion of any investigation or hearing, the City Council shall cause

its findings and recommendations to be prepared in writing and shall certify the same. Such findings shall be countersigned and filed as a permanent record by the City Manager. Any member of the City Council may submit a minority or supplemental report, which shall be part of the permanent record.

If, due to the absence from the City, or illness or disability of a majority of the City Council, an employee would be deprived of a right of a hearing, and in the event the employee were laid off, demoted, reduced or dismissed, the City Manager may defer action until the Council is able to function, unless the case be an emergency, in which event, the City Manager may suspend the employee until the Council is able to function.

**E. Conduct of Grievance Procedure.**

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the appellate person or body.
2. The employee may be represented in preparing and presenting the appeal at any level of review.

## **Article 27 – Jury Duty**

Employees called for jury duty shall notify the City of the call. If, in the opinion of the City, the absence of the employee for jury duty would result in undue disruption of work programs, the City may refuse to grant the employee a paid leave of absence to serve on jury duty for the purpose of obtaining an exemption from jury duty. Where serious disruption would not occur, and the employee has no objection to serving, the City may permit the employee to serve. The time spent off the job by the employee while actually serving on jury duty under the supervision of the court shall be compensated for on a straight time basis, limited to the employee's normal workday schedule. All per diem reimbursement paid the employee by the court shall be signed over to the City.

## **Article 28 – Inspection Privileges/Posting of Notices**

- A. With City approval, authorized agents of the Association shall have access to City premises during working hours for the purpose of adjusting disputes, investigating working conditions and such other matters. Such access shall be restricted so as not to interfere with the normal conduct of City services, or with City safety or security standards.
- B. City bulletin boards may be used for transmitting notices of Association meetings, elections, results of elections, and other matters pertaining to Association business. In all cases where such items are to be put on City bulletin boards, the City shall have the right to review and approve such material.



- C. Notwithstanding the provisions outlined above, the City reserves its right to inspect any and all equipment that is either issued or provided to a member for the purpose of completing their assignments. This includes but is not limited to workstations, lockers and computer storage devices.

## **Article 29 – Employee Retention Agreement**

In order to promote retention, team building, employee safety and productivity, Association has agreed that the City may require employees hired after January 1, 2004, to enter into an employment agreement, the purpose of which is to discourage employees from unilaterally terminating employment prematurely. The terms of that employment agreement shall be as set forth in Attachment A of these terms and conditions of employment.

## **Article 30 – Safety and Health/Drug Testing**

The City will make reasonable provisions for the safety and health of City employees during the hours of their employment. Protective devices, safety wearing apparel, equipment, and facilities shall be provided by the City and shall comply with requirements under applicable regulations and laws. Employees shall utilize such safety and health devices, apparel, equipment and facilities when needed.

- A. **Safety Committee**. A safety committee shall be established under the direction of the Fire Chief for the purpose of reviewing and recommending safety equipment, facilities, and procedures.
- B. **Drug Testing**. The City's Administrative Regulation No. 316 on Drug and Alcohol Testing which provides for pre-employment drug testing, reasonable suspicion testing, post-accident testing and random drug testing will be amended to be applicable to all employees covered by these terms and conditions of employment.

## **Article 31 – Work by Management Personnel**

Management personnel will not perform work that is normally performed by employees covered in these terms and conditions of employment. Management and/or supervisory personnel may perform any work required or directed in the event of an emergency.

## **Article 32 – Non-discrimination**

Neither the employer nor the Association shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, national origin, or union or nonunion activities.

### **Article 33 – Fair Labor Standards Act (FLSA) Requirements**

- A. **Exemption.** The City of La Verne has exercised its ability to take a statutory "7K" exemption for Fire personnel. The Work period for such employees shall be determined by these terms and conditions of employment.
- B. **Fair Labor Standards Act Exempt Employees.** Although all classifications listed in these terms and conditions of employment are part of the LVFA bargaining unit; for purposes of the FLSA, the City may designate specific positions exempt per Department of Labor guidelines. The City will not treat Association exempt employees any differently than non-exempt employees. The City shall so inform said employees in writing and place a copy of said notice in the employee's personnel file.
- C. **Clothes Changing.** Each employee is provided with a locker for his/her own personal convenience. An employee may or may not utilize the locker for storage and changing purposes prior to the start of a shift at his/her own discretion. Time spent changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.
- D. **Early Relief Policy.** The practice of early shift relief shall be voluntary on behalf of each employee involved in the relief. The employee providing relief shall not have his/her compensable hours increased as a result of the early relief. "Paybacks" of early relief hours are the sole obligation of the two employees involved in the early relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned to other duties.
- E. **City Vehicle Use.** Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time in the City vehicle.
- F. **Gym Facility.** The City provides gym equipment for the voluntary use of employees during their off duty hours. Time spent by employees working out during off duty hours is not considered hours worked and will not be compensated in any manner.
- G. **Training Time.**
  - 1. **Mandatory Training.** Mandatory attendance at training school/facilities required by the Department shall be considered as compensable hours worked. Time spent in studying and other personal pursuits is not compensable hours of work even though the employee may be confined to campus or barracks. Travel time will be compensated per Department of Labor guidelines.

2. **Non-mandatory Training.** Non-mandatory attendance at training schools/facilities that improves the performance of regular tasks and/or prepares for job advancement are not compensable hours. Time spent in studying and other personal pursuits is not compensable hours of work, even though the employee may be confined to campus twenty-four (24) hours a day.

However, if an employee is authorized to attend department sanctioned non-mandatory training during the normal work shift without utilizing paid leave time for the normal work shift, such training time during the normal work shift shall be counted as hours worked for purposes of eligibility for overtime under the FLSA.

#### H. **Overtime.**

1. **Authorization.** All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained as soon as thereafter practicable. Dispatched calls beyond the end of duty time are considered as authorized.

An employee's failure to obtain prior written approval, or explicit verbal authorization followed by written authorization, will result in the denial of the overtime request.

Employees are cautioned not to spend excessive amounts of time at their workstation before or after their normal work period. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained.

2. **Work Period.** For purposes of calculating overtime under the FLSA, the work period for all safety members of the Fire Department assigned to the 48/96 schedule shall be a 24 day period generally consisting of four (4) 48-hour shifts for a total of 192 hours.
3. **Calculation of Overtime.** All hours actually worked in excess of 182 in a 24-day work period shall be compensated at one and one-half times the regular rate of pay. "Actual Hours Worked" for purposes of calculating overtime hours shall not include paid leave time such as sick leave, workers' compensation temporary disability, and jury duty; the only exception being vacation. The regular rate of pay shall include education incentive pay.

Time off for workers' compensation temporary disability, which resulted directly from an on the job injury incurred at an emergency incident which required the employee to be relieved immediately of active duty to receive medical attention, may be deemed as hours worked. Notwithstanding the foregoing language, time off for workers' compensation temporary disability due to back strains or back or neck injuries without clear objective findings as determined by a City physician or emergency room physician shall not be deemed as hours worked for overtime purposes.

Since the ten (10) hours from 183 to 192 (inclusive) constitute regular assigned work hours, it is understood that the straight hourly rate for these

hours is included in the employee's salary. Actual hours worked from 183 to 192 (inclusive) shall be paid at the additional half time of the hourly rate of pay.

"Actual Hours Worked" along with vacation hours used that total more than 192 in a 24-day work period shall be paid at one and one-half times the regular rate of pay. However, hours previously paid at the overtime rate during the 24-day work period will be excluded from this calculation.

Because "actual hours worked" cannot be determined in total until the end of the 24-day work period, payment of FLSA overtime will be paid as soon as practicable following the end of each 24-day work period.

4. **Compensatory Time**. In lieu of overtime pay, employees may elect to receive compensatory time off. Compensatory time will be recorded on employee time cards and credited as time earned at straight time. At the end of the 24-day work period, payment of FLSA overtime will be paid as soon as practicable following the end of each 24-day work period.

Compensatory time may be accumulated to a maximum of two hundred forty (240) hours as the discretion of the employee.

~~Unused compensatory time on the books as of the last pay period in April shall be paid to an employee with the first full pay period in May of each calendar year. Additionally, u~~Unused compensatory time on the books as of the last pay period in October, shall be paid to an employee with the first full pay period of November of each calendar year. Said payoff shall be by separate check barring any change in tax or retirement law.

Compensatory time earned in November and December may be carried over into the next calendar year.

5. **Non-shift Employees**. For purposes of calculating overtime under the FLSA, all non-shift employees required to work in excess of the standard work period of forty (40) hours in a seven (7) day cycle shall receive compensation at the rate of time and one-half his/her regular rate of pay. The regular rate of pay shall include education incentive.

- I. **New Fair Labor Standards Act Regulations**. In the event the Department of Labor issues new or revised interpretive regulations defining what are and what are not compensable hours of work, the City shall amend any affected provisions of these terms and conditions of employment to comply with such regulations. The Association recognizes that there will be no retroactive application of such regulations under this Agreement unless so provided by the regulations or court mandates.

- J. **Reversion to Previous Practice**. The City of La Verne and the La Verne Firefighters' Association acknowledge the following:

1. On February 19, 1985, the United States Supreme Court decided the case of Garcia v San Antonio Metropolitan Transit Authority. The decision reversed National League of Cities v Usery (1976) 426 U.S. 833, and holds that the FLSA applies to local public agencies.
2. The effective date of the coverage of the FLSA was mandated to be April 15, 1986. If affected employees are held exempt from the FLSA as a

result of administrative, legislative, or judicial decision, should any subsequent changes to the implementation of FLSA occur thorough litigation or new Department of Labor regulations during the effective period of these terms and conditions of employment, the parties will reopen the meet and confer process to discuss implementation of said subsequent changes to the FLSA.

#### **Article 34 – Bilingual Pay**

The City will provide a monthly stipend of \$75 for each represented employee that demonstrates his/her ability to fluently speak and understand Spanish or another language. The City and the Association will develop an appropriate proficiency exam in conjunction with the local university or high school to certify an individual's abilities.

With the exception of Spanish, the City reserves the right based on operational needs to determine which languages will be eligible for bilingual pay as well as certify the number of employees it deems necessary.

In the event a member who is receiving a stipend for the above proficiency pay is off work for a period of longer than 30 consecutive days or is on modified duty that prohibits him/her from completing their normal duties, the above proficiency pay shall be withheld until the date of return to their regular assignment.

#### **Article 35 – Eligibility List**

The City shall maintain an active eligibility list for the positions of Engineer, Captain and Battalion Chief. Should there not be a valid eligibility list for a position(s), the City will initiate a recruitment for the relevant position(s) within four months.

#### **Article 36 – Savings Provision**

If any provision(s) of these terms and conditions of employment are held contrary to law, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

#### **Article 37 – Term of Memorandum of Understanding**

This Memorandum of Understanding shall remain in full force and effect from the date of ratification through and including the next 48 months.

#### **Article 38 – Conclusiveness of Memorandum of Understanding**

This MOU contains all the covenants, stipulations, and provisions agreed upon by the parties. This MOU is intended to supersede prior agreements, memoranda of understanding, contrary provisions of City Code sections, personnel rules and regulations, and department policies, whether expressed, implied, written or oral. Therefore, for the term of this MOU, neither party shall be compelled to negotiate or bargain concerning any bargaining issues within the scope of representation whether or not such issues were specifically discussed prior to the execution of this MOU, or whether or not such issues were omitted from any discussion. The parties may mutually agree to discuss or meet and confer regarding any issue arising during the term of this MOU.

DATED \_\_\_\_\_ DATED \_\_\_\_\_

LA VERNE FIREFIGHTERS ASSOC.      CITY OF LA VERNE

By \_\_\_\_\_ By \_\_\_\_\_  
Association Representative      City Manager

By \_\_\_\_\_ By \_\_\_\_\_  
Association Representative      ~~Personnel Officer~~ Assistant City Manager

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# Agenda Report

CITY OF LA VERNE  
City Manager's Office

**DATE:** December 19, 2022

**TO:** Honorable Mayor and City Council

**FROM:** JR Ranells, Assistant City Manager

**SUBJECT:** Resolution No. 22-83 Amending the Salary Chart for Full-Time Employees to Include the Approved Salary for City Manager

---

## **SUMMARY**

The attached resolution reflects an amendment to the salary chart for full-time employees based on the City Council approved salary for City Manager.

## **RECOMMENDATION**

Staff recommends the City Council adopt Resolution No. 22-83 amending the full-time salary chart.

## **BACKGROUND**

At the November 21, 2022, City Council Meeting, a contract for Ken Domer to be the next City Manager was approved unanimously by the City Council. As part of that contract, an annual salary of \$245,000 was included. In order to amend the current salary chart to include the agreed upon salary, the City Council must take formal action included in Resolution No. 22-83.

The salary amount for City Manager is included in the fiscal year 2022-23 budget and no additional appropriation or action is required.

Attachments: Resolution No. 22-83



**RESOLUTION NO. 22-83**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 22-48, THE SALARY CHART FOR FULL-TIME EMPLOYEES, TO INCLUDE THE APPROVED SALARY FOR CITY MANAGER**

**BE IT RESOLVED** by the La Verne City Council as follows:

**Section 1.** Resolution 22-48 pertaining to the salaries of full-time employees is hereby amended as follows effective December 18, 2022:

**City Manager**  
Step 1= \$245,000

**Section 2.** That the Mayor shall sign and the Assistant City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

**PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of December, 2022.**

---

Mayor Tim Hepburn

**ATTEST:**

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Lupe Gaeta Estrella, Assistant City Clerk

**CERTIFICATION**

I hereby certify that the foregoing Resolution No. 22-83 was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 19<sup>th</sup> day of December 2022 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Lupe Gaeta Estrella, Assistant City Clerk

# Agenda Report

CITY OF LA VERNE

***Fire Department***

**DATE:** December 19, 2022

**TO:** Mayor and City Council

**FROM:** Chris Nigg, Fire Chief

**SUBJECT:** Area D Regional Community Emergency Response Team (CERT) Mutual Aid Agreement - Resolution No. 22-84

---

## **SUMMARY**

The Area D Regional CERT Mutual Aid Agreement was developed to coordinate CERT resources and to establish a formal CERT Mutual Aid Program. The Agreement standardizes program and training requirements for CERT teams participating in the Area D Regional CERT Mutual Aid Program and provides protocols and procedures for parties to provide, as well as obtain, assistance. The Area D Disaster Management Coordinator (DMAC) will maintain records of cities who are participating in the Agreement and will assist with coordinating the deployment of CERT teams when a CERT Mutual Aid request is received.

## **RECOMMENDATION:**

The City Council is requested to:

1. Adopt Resolution No. 22-84 (Attachment "A"), approving the Area D Regional CERT Mutual Aid Agreement (Attachment "B"); and
2. Authorize the City Manager to execute the Agreement

## **BACKGROUND:**

1. In August 2018, Temple City CERT began development of the Area D Regional CERT Mutual Aid Agreement (Agreement).
2. In December 2019, the Area D Regional CERT Advisory Board approved the Agreement and recommended approval to the Area D Executive Board.
3. In January 2020, the Area D Executive Board approved the Agreement
4. On January 11, 2021, the Agreement was sent to the emergency managers of the 23 cities in Area D.

## **ANALYSIS:**

To engage community members in disaster preparedness, cities and other agencies (i.e., counties and higher education) have developed and implemented CERT Programs within their communities. CERT training may include, but not limited to, basic disaster response techniques, emergency management, traffic and crowd control, and mutual aid response.

CERT volunteers provide a quality resource for pre-planned event, emergency response and disaster response assistance, when a city or partner agency does not have sufficient resources and requires additional trained volunteers.

Over the past six years, CERT teams within Area D have provided informal CERT Mutual Aid to each other during several pre-planned events and during two local disasters (i.e., Fish Fire and Bobcat Fire). During parades, CERT volunteers augmented city staff by providing assistance with traffic and crowd control along parade routes. During the mudslides in January 2017, CERT teams assisted the City of Duarte with evacuations and traffic and crowd control in evacuation zones. In September 2020, CERT teams assisted San Dimas CERT and the U.S. Forestry Service in staffing a call center during the Bobcat Fire.

In an effort to coordinate CERT resources and to establish a formal CERT Mutual Aid Program, the Area D Regional CERT Mutual Aid Agreement was developed. The Agreement standardizes program and training requirements for CERT teams participating in the Area D Regional CERT Mutual Aid Program and provides protocols and procedures for parties to provide, as well as obtain, assistance. There is no requirement for all or a majority of the cities in Area D to enter into this Agreement for it to be effective. The Area D Disaster Management Coordinator (DMAC) will maintain records of cities who are participating in the Agreement and will assist with coordinating the deployment of CERT teams when a CERT Mutual Aid request is received.

Currently, the cities of Claremont, Duarte, Glendora, La Verne, Monrovia, Rosemead, San Dimas, Sierra Madre, Temple City, and West Covina have affiliated CERT teams. Cities and other agencies providing and/or receiving CERT Mutual Aid must be a party to the Agreement and CERT teams and team members must meet program and training requirements to be deployable to a CERT Mutual Aid request.

By approving the Agreement, La Verne will increase its access to a cadre of trained CERT volunteers to assist with pre-planned events, emergencies, and disasters in the city.

## **FISCAL IMPACT:**

Approving the Area D Regional CERT Mutual Aid Agreement will not have an impact on the Fiscal Year (FY) 2022-23 City Budget.

**ATTACHMENTS:** Resolution No. 22-84  
Area D Regional CERT Mutual Aid Agreement

**RESOLUTION NO. 22-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE AREA D REGIONAL CERT MUTUAL AID AGREEMENT**

**WHEREAS**, natural or man-made disasters such as earthquakes, fires, floods, civil unrest, acts of terrorism or other physical manifestations may affect the peace, health, safety and general welfare of large numbers of persons and extensive area; and

**WHEREAS**, pre-planned events can have a significant impact on a single agency's resources; and

**WHEREAS**, the safety of the citizens within the City of La Verne and Area D is of the utmost importance at all levels of government; and

**WHEREAS**, to enable City of La Verne and Area D to accomplish the objectives of the Standardized Emergency Management System ("SEMS") and the National Incident Management System ("NIMS") by promoting greater efficiencies in disaster management, planning, training, and preparedness, it is essential to coordinate the efforts with the various Agencies; and

**WHEREAS**, such coordination can be accomplished by cooperative management, planning, training, and preparedness action through responsible agencies prior to the time a disaster response is required; and

**WHEREAS**, the City of La Verne is located within Area D and, therefore, has mutual interests and objectives to accomplish with reference to disaster management, planning, training, and preparedness within Area D; and

**WHEREAS**, the arrangements and provisions provided by the Area D Regional CERT Mutual Aid Agreement will best serve the public peace, health, safety, and general welfare of the City of La Verne.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA VERNE DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** Approve the Area D Regional CERT Mutual Aid Agreement.

**SECTION 2.** The Assistant City Clerk shall certify to the passage and adoption of this resolution.

**PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of December, 2022.**

ATTEST:

\_\_\_\_\_  
Tim Hepburn, Mayor

\_\_\_\_\_  
Lupe Gaeta Estrella, Assistant City Clerk

**CERTIFICATION**

I hereby certify that the foregoing **Resolution No. 22-84** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the **19<sup>th</sup> day of December, 2022**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Lupe Gaeta Estrella, Assistant City Clerk

**DISASTER MANAGEMENT AREA D  
OF THE LOS ANGELES COUNTY OPERATIONAL AREA**

**AREA D REGIONAL CERT**

**MUTUAL AID AGREEMENT**

This agreement (herein "Agreement") is made and entered into by and between DISASTER MANAGEMENT AREA D OF THE LOS ANGELES COUNTY OPERATIONAL AREA ("Area D") and the various political subdivisions, municipal corporations and partner agencies ("Agency" or "Agencies"), sometimes referred to individually as "Party" and collectively as "Parties".

WHEREAS, natural or man-made disasters such as earthquakes, fires, floods, civil unrest, acts of terrorism or other physical manifestations may affect the peace, health, safety and general welfare of large numbers of persons and extensive area; and

WHEREAS, pre-planned events can have a significant impact on a single agency's resources; and

WHEREAS, the safety of the citizens within Area D is of the utmost importance at all levels of government; and

WHEREAS, to enable Area D to accomplish the objectives of the Standardized Emergency Management System ("SEMS") and the National Incident Management System ("NIMS") by promoting greater efficiencies in disaster management, planning, training, and preparedness, it is essential to coordinate the efforts with the various Agencies; and

WHEREAS, such coordination can be accomplished by cooperative management, planning, training, and preparedness action through responsible agencies prior to the time a disaster response is required; and

WHEREAS, the Parties to this Agreement are located within Area D and, therefore, have mutual interests and objectives to accomplish with reference to disaster management, planning, training, and preparedness within Area D; and

WHEREAS, the Parties to this Agreement believe the arrangements and provisions provided by this Agreement will best serve the public peace, health, safety, and general welfare of said respected Parties.

NOW THEREFORE, the Parties to this Agreement mutually agree as follows:

- 1. Purpose.** To provide member cities, partner agencies and first responders a quality resource for pre-planned event and disaster response assistance, when a member city or partner agency does not have sufficient resources and requires additional trained volunteers. This Agreement will implement the Area

## Area D Regional CERT Mutual Aid Agreement

D Regional Community Emergency Response Team ("CERT") Mutual Aid Plan which is attached here to as Exhibit A.

**2. Objectives.** The objective of the Area D Regional CERT Mutual Aid Plan is to maintain qualified and trained individuals who can augment local public safety and emergency services and emergency management officials by executing the following:

- a. Assist with sheltering and mass care.
- b. Assist in victim triage and search and rescue.
- c. Assist with traffic and crowd management.
- d. Assist with Commodity Points of Distribution (CPOD) and Medical Points of Distribution (MPOD).
- e. Assist with staffing other support functions.

**3. Liability.**

- a. Each Party agrees to protect, save harmless, indemnify, and defend the other, its governing body, officers, agents, employees, and volunteers from any and all loss, damage or liability (including injury and death), including without limitation, all reasonable legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by a Party hereto, its governing body, officers, agents, employees and volunteers, caused by, arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its governing body, officers, agents, contractors, employees, and volunteers.
- b. By entering into this Agreement, none of the Parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

**4. Workers' Compensation.**

- a. **Non Disaster-Related Activities.** Each Party must provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- b. **Disaster Service Worker Volunteer – Disaster-Related Activities.** Disaster Service Worker Volunteers are eligible for workers' compensation benefits while performing authorized disaster-related duties, including pre-

## Area D Regional CERT Mutual Aid Agreement

approved training activities as defined in Title 19. Public Safety, Division 2. California Emergency Management Agency, Chapter 2. Emergencies and Major Disasters, Subchapter 3. Disaster Service Worker Volunteer Program.

- c. Volunteers must immediately report an injury suffered while deployed to the assigned supervisor and home agency.

5. **Personnel.** Each of the Parties shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement and required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, applicable social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the others for any purpose.
6. **Term of Agreement.** This Agreement shall become effective as to each Party when approved or executed by the Party, and shall remain operative and effective as between each and every Party that has heretofore or hereafter approved or executed this Agreement, until participation in the Agreement is terminated by the Party. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties thereto.
7. **Approval or Execution of Agreement.** Parties having a legislative or governing body shall by resolution approve and agree to abide by this Agreement, which may be designated as "*AREA D REGIONAL CERT MUTUAL AID AGREEMENT.*" Upon adoption of such resolution, a certified copy thereof shall forthwith be filed with Area D.
8. **Termination of Agreement.** Parties having a legislative body or governing board shall by resolution give notice of termination of participation in this Agreement and file a certified copy of such resolution with Area D, and this Agreement is terminated as to such Party 30 days after filing such resolution.
9. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.
10. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original. Copies of signatures transmitted by facsimile from counsel of the signatory shall be deemed an original counterpart hereunder at all times until receipt of the original signature.



Area D Regional CERT Mutual Aid Agreement

***IN WITNESS WHEREOF*** this Agreement has been executed and approved and is effective and operative as to each of the Parties as herein provided.

**DISASTER MANAGEMENT AREA D**

DMAC

By \_\_\_\_\_  
Diana Manzano-Garcia, Area D

Date \_\_\_\_\_

**CITY OF LA VERNE**

By \_\_\_\_\_  
Jesse Duff, Interim City Manager

Date \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM**

By \_\_\_\_\_  
[Name], City Clerk

By \_\_\_\_\_  
[Name], City Attorney

# Agenda Report

CITY OF LA VERNE

*City Engineer's Office*

**DATE:** December 19, 2022

**TO:** Mayor and City Council

**FROM:** Cody Howing, City Engineer

**SUBJECT:** Tax Sharing Resolution No. 22-85 Resulting from Annexation No. 21-769 for 50 Proposed Interlocking Town Homes at 3717 Fruit Street to the County Sanitation District No. 21

---

## **SUMMARY**

The County Sanitation District No. 21 annexation process requires that a resolution for property tax revenue exchange be adopted by affected local agencies before an annexation to the County Sanitation District No. 21 may be approved.

## **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 22-85, approving the joint tax sharing resolution with the affected agencies.

## **BACKGROUND**

La Verne Venture (Brandywine Homes) submitted an application for annexation to the County Sanitation District No. 21 (Annexation No. 21-769) to receive off-site disposal of sewage for 50 proposed interlocking town homes proposed for construction on the 3717 Fruit Street in the City of La Verne. Annexation into the County Sanitation District is a condition of approval for the project.

The County Sanitation District No. 21 annexation process requires that a resolution for property tax revenue exchange be adopted by affected local agencies before an annexation to the County Sanitation District No. 21 may be approved and for any jurisdictional change which will result in a special district providing new service not previously provided to an area. The law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, La Verne will not lose any existing ad valorem tax revenue it currently receives from the affected territory. La Verne would only be giving up a portion of the revenues it would receive on increased assessed valuation. The tax sharing ratios listed in the attached worksheet were calculated by the County Controller by specific Tax Rate Area (TRA).

Staff Report Tax Sharing Resolution, Sanitation District  
December 19, 2022  
Page 2

**FISCAL IMPACT**

The City currently receives 0.188242469 of the total property taxes paid to the County for 3717 Fruit Street. As a new receiving agency, the inclusion of the Sanitation District in the property tax allocation table, the City's share of the property tax to be transferred to the County Sanitation will be 0.001490711 of the annual tax increment. The City's future property tax portion will be reduced to 0.186751758.

**RESOLUTION NO. 22-85**

A RESOLUTION JOINT RESOLUTION OF THE CITY OF LAVERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Library

Los Angeles County Consolidated Fire Protection District

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

City of La Verne

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 21.

**"ANNEXATION NO. 769"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS** , the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 21 entitled *Annexation No. 769*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 21 in the annexation entitled *Annexation No. 769* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2022, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 21 a total of 0.4245848 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 769* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 21 as a result of annexation entitled *Annexation No. 769*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 21 of Los Angeles County, and the governing bodies of City of La Verne and Three Valleys Municipal Water District, signatory hereto.

Approved and adopted this 19<sup>th</sup> day of December, 2022.

**CITY OF LA VERNE**

**ATTEST:**

\_\_\_\_\_  
Tim Hepburn, Mayor

\_\_\_\_\_  
Lupe Gaeta Estrella, CMC  
Assistant City Clerk

\_\_\_\_\_  
Tim Hepburn, Mayor

**(SIGNED IN COUNTERPART)**

AUDITOR ACAFAN03

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET  
FISCAL YEAR 2021-2022

PREPARED 08/09/2022 PAGE

ANNEXATION TO: CO.SANITATION DIST.NO 21 DEBT S.  
 ACCOUNT NUMBER: 066.80  
 TRA: 08615  
 EFFECTIVE DATE: 07/01/2022  
 ANNEXATION NUMBER: 769 PROJECT NAME: A-21-769  
 DISTRICT SHARE: 0.007919104

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.303109430	30.3117 %	0.007919104	0.002400363	- 0.002456367	0.300653063
001.20	L.A. COUNTY ACCUM CA? OUTLAY	0.000110849	0.0110 %	0.007919104	0.000000877	0.000000000	0.000110849
003.01	L A COUNTY LIBRARY	0.022548270	2.2548 %	0.007919104	0.000178562	- 0.000178562	0.022369708
007.31	L A C FIRE-FFW	0.006961276	0.6961 %	0.007919104	0.000055127	0.000000000	0.006961276
030.10	L.A.CO.FL. CON.DR.IMP.DIST. MAINT.	0.001660092	0.1660 %	0.007919104	0.000013146	- 0.000013146	0.001646946
030.70	LA CO FLOOD CONTROL MAINT	0.009394751	0.9394 %	0.007919104	0.000074398	- 0.000074398	0.009320353
180.01	CITY LA VERNE CEN CY RP '95 ANX	0.188242469	18.8242 %	0.007919104	0.001490711	- 0.001490711	0.186751758
365.05	THREE VALLEY MWD ORIG AREA	0.004124790	0.4124 %	0.007919104	0.000032664	- 0.000032664	0.004092126
400.00	EDUCATIONAL REV AUGMENTATION FD	0.076534194	7.6534 %	0.007919104	0.000606082	EXEMPT	0.076534194
400.01	EDUCATIONAL AUG FD IMPOUND	0.178080318	17.8080 %	0.007919104	0.001410236	EXEMPT	0.178080318
400.15	COUNTY SCHOOL SERVICES	0.001374797	0.1374 %	0.007919104	0.000010887	EXEMPT	0.001374797
400.21	CHILDREN'S INSTIL TUITION FUND	0.002728516	0.2728 %	0.007919104	0.000021607	EXEMPT	0.002728516
809.04	MT.SAN ANTONIO COMMLThTITY COLLEGE	0.029447499	2.9447 %	0.007919104	0.000233197	EXEMPT	0.029447499
809.20	MT SAN ANTONIO CHILDRENS CTR FD	0.000284225	0.0284 %	0.007919104	0.000002250	EXEMPT	0.000284225
830.03	BONITA UNIFIED SCHOOL DISTRICT	0.167652781	16.7652 %	0.007919104	0.001327659	EXEMPT	0.167652781
830.06	CO.SCH.SERV.?D.- BONITA	0.006970076	0.6970 %	0.007919104	0.000055196	EXEMPT	0.006970076
830.07	DEV.CTR.HDCPD.MINOR-BONITA	0.000775667	0.0775 %	0.007919104	0.000006142	EXEMPT	0.000775667
***066.80	CO.SANITATION DIST.NO 21 DEBT S.	0.000000000	0.0000 %	0.007919104	0.000000000	0.000000000	0.004245848

AUDITOR ACAFAN03

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET  
FISCAL YEAR 2021-2022

PREPARED 08/09/2022 PAGE

2

ANNEXATION NUMBER: 769

PROJECT NAME: A-21-769

TRA: 08615

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
TOTAL:		1.000000000	100.0000 %		0.007919104	-0.004245848	: 000000000

# SECOND READING, DECEMBER 19, 2022

## ORDINANCE NO. 1113

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING CHAPTER 9.40 OF TITLE 9 OF THE LA VERNE MUNICIPAL CODE RELATING TO PROPERTY MAINTENANCE AND PUBLIC NUISANCE

#### THE CITY COUNCIL OF THE CITY OF LA VERNE, CALIFORNIA DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Chapter 9.40 of Title 9 of the La Verne Municipal Code relating to Property Maintenance is hereby amended in its entirety to read as follows:

##### **9.40.010 Intent of chapter.**

a) It is not intended by this chapter to repeal, abrogate, annul or in any way impair or interfere with existing provisions of other laws, ordinances or zoning permit conditions, or with private restrictions placed upon property by covenant, deed, or other private agreement or with restrictive covenants running with the land to which the City is a party. The purpose of this chapter is to provide minimum standards for the maintenance of property in the City. Where this chapter imposes a greater restriction upon property or structures thereon than is imposed or required by existing provisions of law, ordinance, contract or deed, the provisions of this chapter shall control.

b) It is the decision of the City Council that abatement of nuisances pursuant to this article may be performed by contract awarded by the City Council on the basis of competitive bids let to the lowest responsible bidder pursuant to California Public Contract Code section 20164, 20166, 20167, and 20170 to 20174 inclusive. In such event the contractor shall keep the account and submit the itemized written report for each separate parcel of land required by section 9.40.116.

##### **9.40.020 Responsibilities for property maintenance.**

Every owner, lessee, occupant or person having charge or control of property within the City is required to maintain such property in a manner so as not to violate provisions of this chapter, and such owner, lessee, occupant or person having charge or control of property remains liable for violations thereof regardless of any contract or agreement with any third party regarding such property. The duties imposed by this section shall in no instance relieve those persons herein referred to from the similar duty.

##### **9.40.030 Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:



**ABATE.** To remove the source of the public nuisance either by correcting specific problems or by removal from public or private property.

**ABATEMENT COSTS.** Also referred to as COSTS OF ABATEMENT and

**ADMINISTRATIVE COSTS.** They include all costs and expenses incurred by the City in abating a public nuisance. Such costs include, but are not limited to, the following: the actual expenses and costs to the City in the preparation of notices, specifications and contracts; inspection of the work; any attorney fees expended in the abatement of the nuisance through civil action or otherwise; all costs and expenses for which the City may be liable under state law arising from or related to the nuisance abatement action; and all costs or expenses to which the City may be entitled pursuant to California Health and Safety Code Section 520 and other statutory entitlements.

**ABATEMENT COSTS** shall begin to accrue at the time the City first receives a complaint regarding a problem on the property.

**ABATEMENT HEARING.** The administrative hearing before the Hearing Officer after issuance of a notice to abate by an Abatement Official.

**ABATEMENT OFFICIAL.** The City Manager, the Building Official, the Chief of Police, the Fire Official, the Code Enforcement Officer and any employee or agent of the City so designated by them and charged with enforcing the Municipal Code of the City, or applicable state code.

**APPLICABLE STATE CODE.** Any law of the State of California which protects the health, safety, or welfare of the citizens of the City of La Verne.

**BOARDED BUILDING.** A building whose doors and windows have been covered with plywood or other material for the purpose of preventing entry into the building by persons or animals.

**BUILDING OFFICIAL.** The Building Official of the City of La Verne.

**CODE ENFORT OFFICER.** A Code Enforcement Officer appointed by the City Manager pursuant to Section 2.32.100 A of this Code,

**CITY MANAGER.** The City Manager of the City of La Verne.

**FIRE OFFICIAL.** The Fire Chief, Deputy Fire Chief, or Fire Marshal or designee, authorized to enforce provisions of the Municipal Code or the Fire Code of the City of La Verne.

**HEARING OFFICER.** The official designated by the City Clerk charged with presiding over the abatement hearing and responsible for issuing orders to abate public nuisances and costs.

**INTERESTED PARTY.** The owner, legal occupant, or holder of a recorded interest of a property subject to a notice or order to abate.

**NON-APPROVED MATERIAL.** A material utilized that is not approved by the City.

**NOTICE TO ABATE.** That notice of a nuisance on the property and instructions to abate as ordered by an Abatement Official upon the finding of a nuisance.

**ORDER.** The notice to abate a public nuisance issued pursuant to Section 9.40.080 of this chapter.

**ORDER TO ABATE.** The notice of the City to abate a nuisance.

**OWNER.** The owner of record of real property.

**POLICE CHIEF.** The Chief of the La Verne Police Department.

**PREMISES.** Any real property or improvements thereon.

**PUBLIC NUISANCE.** Any nuisance designated in Section 9.40.060 of this chapter.

**PUBLIC VIEW.** Anything which can be seen by a person with average vision while on public property or areas of private property open to access by the public.

**RECIPIENT.** Any person, not necessarily the owner of the premises, who received a notice or order to abate pursuant to this chapter.

**REFUSE AND WASTE.** Unused or discarded matter or material having no substantial market value, and which consists of such matter and material as rubbish, refuse, debris, and matter of any kind, including but not limited to sludge, rubble, asphalt, concrete, plaster, tile, rocks, bricks, soil, building materials, wood, crates, cartons, paper, containers, boxes, machinery or parts thereof, scrap metal and other pieces of metal, ferrous, or nonferrous, furniture, or parts thereof, trimmings from plants or trees, cans, bottles and barrels containing refuse and waste matter.

#### **9.40.040 Classification of nuisances.**

The following acts and conditions when performed or existing upon any lot or parcel of land within the City are declared to be unlawful and are defined as and declared to be public nuisances which are injurious or potentially injurious to the public health, safety and welfare, and which have a tendency to degrade the appearance or property values of surrounding property or which cause damage to public rights-of-way.

A. Land, which is subject to any of the following conditions:

1. Land, the topography, geology or configuration of which causes erosion or subsidence of surface water drainage, or water runoff problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare, or to adjacent or nearby properties,

2. Un-compacted Fill. Any accumulation of un-compacted fill over three feet in height over predominate grade and contrary to adjacent contour for any period when such accumulation would seriously endanger public health or safety,
3. Excavations and Piles of Dirt. Excavations and piles of dirt which constitute a hazard which is detrimental to the public health, safety, or general welfare, or which tend to degrade the aesthetic quality or property value;
- A. Structures or buildings, both permanent and temporary, or other lot improvements, which are subject to any of the following conditions:
  1. Any building or structure in which there exists any of the substandard conditions as listed in Section 9904 of the Los Angeles County Building Code, as adopted by the City,
  2. Faulty weather protection including, but not limited to, crumbling, cracked, missing, broken or loose exterior plaster or other siding, roofs, foundations or floors, broken or missing windows or doors exposing the interior of the premises to the elements,
  3. Any building or structure left in a state of incomplete construction, partial demolition, or left damaged by vandalism, fire, earthquake or other similar acts, for a period of six consecutive months, excluding such time when work is in progress pursuant to a valid building or other construction permit.
  4. The peeling, chipped, blistering or absence of paint, stain, varnish or similar coatings on any building or structure which is visible from any public street, public property, adjacent property or right-of-way where such condition tends to degrade the aesthetic quality of, or tends to reduce property values in the immediate neighborhood,
  5. Unoccupied buildings which have been left unlocked or otherwise open or unsecured from intrusion by persons, animals or the elements or which are boarded up by method or materials not approved by the Code Enforcement Officer and/or Building Official,
  6. Fences or walls which are in a hazardous condition, or which are in disrepair or decay, or which are composed, in whole or in part, of non-fencing material, or which hinder free access to public sidewalks or other public property,
  7. Substantial deterioration of porches, landings, patios, stairways or guardrails which are visible from any public right-of-way or neighboring property and have a tendency to degrade the appearance or property value of surrounding property,
  8. Broken, defective or un-maintained decorative elements of a building, structure, parking lot or landscaped area which are injurious or potentially injurious to public

health, safety and welfare or have a tendency to degrade the appearance or property values of surrounding property;

B. Landscaping and vegetation, which are subject to any of the following conditions:

1. Dead, decayed, diseased or hazardous trees, weeds or other overgrown vegetation likely to harbor rats, vermin or other nuisances,
2. Weeds or other vegetation which constitutes a fire hazard to any building, improvements, crops or other property, whether located on private property, or the right-of-way located between sidewalk and curb or the entire right-of-way area when no sidewalk exists,
3. Overgrown or un-trimmed trees, hedges, shrubs or other plants normally trimmed by other property owners in the City, having the potential to depreciate the property values of other properties in the immediate neighborhood,
4. Trees, shrubs, lawn or other plants, which are dying from lack of adequate water, fertilization or maintenance, or where the same are diseased,
5. Lawns growing in excess of six inches in height, or untrimmed and encroaching more than two inches over sidewalks or other hardscape improvements,
6. Lack of residential landscaping, or required landscaping in commercial or industrial zones, whether located on private property or the right-of-way located between sidewalk and curb, or the entire right-of-way area when no sidewalk exists, when compared to other properties in the immediate neighborhood;

C. Unpaved or deteriorated parking lots, driveways and walkways containing uneven surfaces, or drainage problems that are hazardous to traffic or pedestrian circulation; or upon which surface is an excessive amount of grease, oil, hydraulic fluid, transmission fluid, radiator coolant, or other vehicle fluids;

D. Attractive nuisances (those objects which, by their nature, may attract children or other curious individuals) including, but not limited to, hazardous pools, ponds, iceboxes, refrigerators, neglected machinery, excavations or stagnant water;

E. Storage or scattering over any property or any public right-of-way abutting the property, when visible from any public right-of-way or neighboring property, any of the following:

1. Debris, rubbish or trash not stored in approved trash receptacles,
2. Abandoned, discarded, broken, wrecked, inoperable or discarded household furnishings, appliances, machines and tools, or similar objects or equipment,
3. Discarded building materials or machinery;

- F. Packing boxes and other debris stored in yards and visible from a public right-of-way or neighboring property;
- G. Clotheslines, or the hanging, drying or airing of clothing or household fabrics on fences, trees or shrubberies in front or side yards which is open to view from the street or public right-of-way;
- H. The storage of refuse or recycling containers on any street, sidewalk, parking area, front or side yard, such that they are visible from a public street, except when done in accordance with Section 13.28.050 of this code;
- J. Maintenance of premises in such condition as to be detrimental to the public health, safety or general welfare or in such a manner as to constitute a public nuisance as defined by Section 3480 of the California Civil Code;
- K. Graffiti or other writing, inscription, word, figure, symbol or design that is marked, etched, scratched, drawn or painted upon any permanent structure or privately owned real property.
- L. Any standing or stagnant water on private or public property, which may become a breeding source for mosquitoes;
- M. Any property that is in violation of the California Fire Code and that poses an immediate threat to the safety and welfare of its occupants or nearby properties.

#### **9.40.050 Applicability**

All or any part of premises found, as provided herein, to constitute a public nuisance shall be abated by rehabilitation, demolition, or repair pursuant to the procedures set forth herein. The procedures set forth herein shall not in any manner, however, limit or restrict the City from enforcing City ordinances or abating public nuisances in any other manner provided by law.

#### **9.40.060 Declaration of nuisances**

Declaration of a Public Nuisance. It is unlawful and it is declared to be a public nuisance for any person owning, leasing, occupying, or having charge or possession of any residential, agricultural, commercial, industrial, business park, office, educational, religious, vacant, or other premises within the City, to maintain such premises in such a manner that any of the following conditions is found to exist thereon:

- (a) Any violation of a federal, state, or local ordinance, land use plan, rule, regulation, and/or any code adopted by reference in this code.
- (b) Any industrial, commercial, or residential property not maintained in a condition consistent with the approved plans or conditions.

- (c) Any land, the topography, geology, or configuration of which, whether in a natural state or as a result of grading operations, excavations, fill, or other alteration, interferes with the established drainage pattern over a property or from adjoining or other properties which does or may result in erosion, subsidence, or surface water drainage problems so as to be injurious to public health, safety, welfare, usability, or appearance to neighboring properties.
- (d) Any building or structure left permanently unoccupied, permanently abandoned, partially destroyed or in a state of partial construction for an unreasonable period of time; a period of 90 days shall serve as a guide in determining whether an unreasonable time has gone by. Exception: when there exists a valid and active building permit, issued by the City, and construction is actively ongoing to the satisfaction of the Building Official, a period of 180 days shall govern in accordance with the most recently adopted edition of the California Building Code.
- (e) Any building or structure erected, altered, expanded, maintained or used, contrary to the provisions of this code or any condition or requirement imposed upon the structure.
- (f) Any condition that falls within the scope of the definition of “public nuisance” as set forth in California Health and Safety Code Section 11570.

**9.40.070 Authorized Code Enforcement Officer: Citation Authority.**

- (a) The City Manager shall have authority to designate, by written order, particular officers or employees as a Code Enforcement Officer. The Code Enforcement Officer shall have the authority to do all acts necessary to enforce the provisions of this article as well as other provisions of this Code as set forth in an order of the City Manager.
- (b) The Code Enforcement Officer is hereby authorized by the City Council, pursuant to sections 836.5 of the California Penal Code and subject to the provisions thereof, to arrest a person without warrant whenever the Code Enforcement Officer has reasonable cause to believe that the person to be arrested has violated a provision of this article or such other section of this Code which he/she has been authorized by the City Manager to enforce, in the Code Enforcement Officer's presence or fails to correct a violation and therefore has committed an infraction which the Code Enforcement Officer has the discretionary duty to enforce.
- (c) The Code Enforcement Officer is further authorized by the City Council to issue a “Notice to Appear” and to release such person on his or her written promise to appear in court, pursuant to sections 853.5 and 853.6 of the California Penal Code. Under no circumstances may the Code Enforcement Officer take the person to be arrested into custody. In the event that the person to be arrested demands to be taken before the magistrate or refuses to provide his or her written promise to appear in court, the Code Enforcement Officer must either summon a La Verne Police Officer, explain the situation, and request that the Police Officer arrest the person and take the person into custody, or seek assistance of the City Attorney, and

request that an infraction or misdemeanor complaint be prepared and filed against the person.

- (d) The Fire Official or designee is hereby authorized by the City Council, pursuant to sections 836.5 of the California Penal Code and sections 104 and 110 of the Fire Code of the City of La Verne and subject to the provisions thereof, to arrest a person without warrant whenever said official has reasonable cause to believe that the person to be arrested has violated a provision of this article or such other section of this Code which he/she has been authorized by the City Manager to enforce, in the Fire Official's presence or fails to correct a violation and therefore has committed an infraction which the Fire Official has the discretionary duty to enforce.
- (e) The Fire Official is further authorized by the City Council to issue a "Notice to Appear" and to release such person on his or her written promise to appear in court, pursuant to sections 853.5 and 853.6 of the California Penal Code. Under no circumstances may the Code Enforcement Officer take the person to be arrested into custody. In the event that the person to be arrested demands to be taken before the magistrate or refuses to provide his or her written promise to appear in court, the Fire Official must either summon a La Verne Police Officer, explain the situation, and request that the Police Officer arrest the person and take the person into custody, or seek assistance of the City Attorney, and request that an infraction or misdemeanor complaint be prepared and filed against the person.

#### **9.40.080 Abatement of Public Nuisances.**

Any property found to constitute a public nuisance in violation of section 9.40.060 hereof may be abated by rehabilitation, removal, demolition, or repair pursuant to procedures set forth herein. The procedures for abatement set forth herein shall not be exclusive or restrict the City from enforcing other city ordinances or abating public nuisances in any other manner provided by law.

#### **9.40.090 Notice to Abate.**

Whenever the Code Enforcement Officer or Fire Official determines that property within the City is being maintained as a public nuisance in violation of section 9.40.060 contrary to one or more provisions of section 9.40.040, he/she may give written "notice to abate." Such notice shall be served on any owner, lessee and occupant of said property stating the section(s) being violated. The notice shall set forth a reasonable time limit, in no event less than ten (10) calendar days, for correcting the violation(s) and may also set forth suggested correction methods. The notice shall be served upon the property owner, lessee or occupant in accordance with the provisions of section 9.40.120. The notice shall contain a reference to the right of appeal provided in section 9.40.140.

#### **9.40.100 Emergency Abatement.**

Whenever the Code Enforcement Officer or Fire Official determines that property within the City is being maintained as a public nuisance in violation of section 9.40.060 contrary to one or more provisions of section 9.40.040, and that such public nuisance constitutes

an immediate hazard or threat of harm such that the situation calls for abatement sooner than the abatement procedures in this chapter otherwise allow, the Code Enforcement Officer or Fire Official may take or cause emergency abatement of such nuisance with such notice to parties concerned, or without notice, as the particular circumstance reasonably allows. After the summary abatement, notice and a reasonable opportunity to be heard will be afforded. Expenses and costs of abatement can be appealed to the City Council in accordance with the procedures established in sections 9.40.190 through 9.40.240 hereof.

#### **9.40.110 Voluntary Abatement of Nuisances.**

The owner, lessee or occupant of any building, structure or property alleged to be a nuisance under the provisions of this chapter may abate the nuisance at any time within the abatement period provided in the notice of the Code Enforcement Officer, by rehabilitation, repair, removal, or demolition. The owner, lessee, or occupant shall advise the Code Enforcement Officer of the abatement. Once so advised, the Code Enforcement Officer shall inspect the premises to ensure that the nuisance has, in fact, been abated.

#### **9.40.120 Service of Notice.**

Any “notice to abate” “notice of hearing,” “resolution ordering abatement,” itemized statement of costs,” or other mailing required of City shall be served in person, by first class mail, or by certified mail to the owner, lessee, tenant, and occupant, to the addressee’s last known address, including the subject premises. Additionally, a copy of such notice shall be mailed to each property owner of record as shown on the last equalized assessment roll of the county or as known to the Code Enforcement Officer. Service shall be deemed complete at the time the document is personally served or deposited in the mail. Failure of any person to receive a document shall not affect the validity of any proceedings hereunder. If the City intends to utilize the procedures authorized by Government Code section 38773.5, as authorized by section 9.40.230 hereof, the documents referenced in this section shall be served by certified mail, return receipt requested.

#### **9.40.130 Procedure –No Appeal.**

In the absence of any appeal, the property shall be rehabilitated, repaired, removed or demolished in the manner specifically set forth in said “notice to abate.” If such nuisance is not abated as ordered within said abatement period or within such time as extended by the Code Enforcement Officer, the Building Official shall cause same to be abated by City employees or by private contractor. The Building Official is expressly authorized to enter said property for such purposes. Costs, as specified in section 9.40.190 shall be billed to the owner.

#### **9.40.140 Appeal Procedure- Hearing by Board of Appeals.**

- (a) The owner, occupant or lessee may appeal the Code Enforcement Officer’s “Notice to Abate” to the Board of Appeals by filing an appeal with the Building Official within



ten (10) calendar days of receipt of the Code Enforcement Officer's order to abate. The appeal shall contain:

- (1) Specific identification of subject property;
  - (2) Names and addresses of all appellants;
  - (3) A statement of appellant's legal interest in the subject property;
  - (4) A statement (in ordinary, concise language) of the specific order or action protested and grounds for appeal, together with all material facts;
  - (5) Date and signatures of all appellants; and
  - (6) Verification of at least one appellant as to the truth of matters stated in the appeal.
- (b) As soon as practical after receiving the appeal, the Building Official shall set a date for the Board to hear the appeal. This date shall be not less than ten (10) calendar days nor more than thirty (30) calendar days from date the appeal was filed. The Building Official shall give each appellant written "Notice of Hearing by Board of Appeal" specifying the time and place of the hearing. Notice of said hearing shall be served upon the appellant at the address shown on the appeal in accordance with provisions of section 9.40.100. Continuance of the hearing may be granted by the Board on request of the appellant when good cause is shown, or on the Board's own motion.
- (c) The Code Enforcement Officer's notice to abate shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

#### **9.40.150 Decision by Board**

- (a) Upon conclusion of the hearing, the Board shall determine whether the property or any part thereof, as maintained, constitutes a public nuisance. If the Board so finds, they shall adopt a resolution declaring such property to be a public nuisance ("resolution ordering abatement"), setting forth their findings and ordering abatement by having such property rehabilitated, repaired, removed or demolished by manner and means specifically set forth in the resolution. The resolution shall set forth the time when such work shall be completed by the appellant, in no event less than thirty (30) days. The decision and order of the Board shall be final.
- (b) A copy of the "resolution ordering abatement" of said nuisance shall be served on the appellant and upon all owners if such persons are not the appellant of the subject property in accordance with provisions of section 9.40. 120. Upon abatement in full by the appellant or any other person, the proceedings hereunder shall terminate.

#### **9.40.160 Hearing Procedure.**

Hearings may be tape recorded. Hearings need not be conducted according to technical rules of evidence. All testimony given shall be under oath. Hearsay evidence may be used for supplementing or explaining direct evidence. Any decision need not depend upon any particular evidence or showing of proof.

**9.40.170 Abatement by City.**

- (a) If a declared nuisance is not abated as ordered within the given abatement period, the applicable Abatement Official shall cause same to be abated by City employees or private contractor as appropriate. Said Official is expressly authorized to enter said property for such purposes.
- (b) Abatement costs, including incidental expenses, of abating the nuisance shall be billed to the occupant and to the owner if the owner is not the occupant and shall become due and payable thirty (30) days thereafter. The term "incidental expenses" shall include, but not be limited to, costs incurred in documenting the nuisance; personnel costs; printing and mailing costs; hearing costs; attorney fees; actual expenses of the City in preparing notices; specifications or contracts, and costs to inspect work.
- (c) No person shall obstruct or interfere with the applicable Abatement Official or with any person who owns or holds an interest in a property, in the performance of necessary acts to execute an order to abate issued pursuant to this article. Violation of this section shall constitute a misdemeanor.

**9.40.180 Alternative Actions.**

Noting in this article shall be deemed to prevent the City from ordering the commencement of a civil proceeding to abate a public nuisance pursuant to applicable law or from pursuing any other remedy available under applicable law.

**9.40.190 Itemized Statement of Costs.**

- (a) The applicable Abatement Official shall keep an account of the cost, including incidental expenses, of abating such nuisance on each separate lot or parcel of land where work is performed by the City or private contractor. An "itemized statement of costs" shall be rendered in writing to the City Council showing the cost of abatement, including rehabilitation, demolition or repair of said property, including any salvage value relating thereto.
- (b) At least ten (10) calendar days before an "itemized statement of costs" is submitted to the City Council, a copy of said statement and notice shall be served on the appellant and upon owners of said property, if the owners are not the appellant, in accordance with the provisions of section 9.40.120. Proof of posting and service shall be made by affidavit or declaration under penalty of perjury filed with the City Clerk.

**9.40.200 Protest and Objections.**

Any person liable to be assessed for the cost of an abatement action may file a written protest or objection to the "itemized statement of costs," with the City Clerk at any time prior to the time set for hearing. The City Clerk shall endorse each protest or objection received and shall present such protest or objection to the City Council at the time set for the hearing. No other protests or objections shall be considered.

#### **9.40.210 Hearing of Protests.**

At the day and hour fixed for the hearing of protests and objections, the City Council shall hear and act on the applicable Abatement Official's "itemized statement of costs" and on protests or objections of those liable to be assessed for the cost of abatement. The City Council may make revisions or corrections to the statement as it deems just and thereafter shall confirm the statement by motion or resolution. The decision of the City Council on all protests and objections which may be made regarding the statement shall be final and conclusive.

#### **9.40.220 Special Assessment and Personal Obligation.**

Pursuant to Government Code sections 38773 and 38773.5, the City Council shall thereupon order that all costs included in the confirmed "itemized statement of costs" constitute a lien against the property to which it relates and that all such costs be made a personal obligation against the property owner.

#### **9.40.230 Assessment Lien.**

- (a) The total cost for abating such nuisance, as confirmed by the City Council, shall constitute a special assessment against the respective lot or parcel of land to which it relates, and upon recordation in the office of the county recorder of a "notice of lien," as so made and confirmed, shall constitute a lien on said property for such assessment.
- (b) After such confirmation and recordation, a certified copy of the confirmed "itemized statement of costs" shall be filed with the Los Angeles County auditor-controller on or before August 1 of each year. It shall be the duty of the auditor-controller to add the amounts of the respective assessments to the next regular tax bills levied against said lots and parcels of land for municipal purposes. Thereafter, said amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedures and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to such special assessment.
- (c) In the alternative, after such recordation, such lien may be foreclosed by judicial or other sale in the manner and means provided by law.
- (d) A "notice of lien" for recordation shall be provided according to a standard format kept on record by the Code Enforcement Officer.

#### **9.40.240 Personal Obligation.**

All costs associated with abatement proceedings which are not satisfied through the procedures of this article may be collected on behalf of the City by the City Attorney or the City Attorney's designee using the appropriate legal remedies.

#### **9.40.250 City Council Declaration of Weeds, Rubbish, Refuse and Dirt to be Public Nuisances, Resolution.**

The City Council may declare by resolution as public nuisances, and abate:

- (a) All weeds growing upon the streets, sidewalks, or private property in the City.
- (b) All rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City.

#### **9.40.260 Resolution Declaring Public Nuisance; Contents.**

The resolution adopted by the City Council pursuant to section 9.40.250 shall:

- (a) Refer to the street(s) by its/their commonly known name(s).
- (b) Describe the property(ies) upon which or in front of which the nuisance(s) exist(s) by giving the applicable lot and block number(s) according to the official or City assessment map.

#### **9.40.270 City Council Declaration of Weeds as Recurrent Nuisances.**

Pursuant to California Government Code section 39562.1, at the time it adopts the resolution as provided for by sections 9.40.250 and 9.40.260 hereof, the City Council may also find and declare that weeds on specified parcels of property are seasonal and recurrent nuisances. Such seasonal and recurrent nuisances shall be abated in accordance with the provisions of this section, provided that upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further hearings need to be held and it shall be sufficient to mail a post card notice to the owners of the property as they and their addresses appear upon the current assessment roll. The notice shall refer to and describe the property and shall state that noxious or dangerous weeds of a seasonal and recurrent nature are growing on or in front of the property, and that the same constitute a public nuisance which must be abated by the removal of said noxious or dangerous weeds, and that otherwise they will be removed and the nuisance will be abated by the City authorities, in which case the cost of such removal shall be assessed upon the parcel and lands from which or in front of which such weeds are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

#### **9.40.280 Alternatives**

Nothing in the foregoing sections of this chapter shall be deemed to prevent the City Council from ordering the City Attorney to commence a civil or criminal proceeding to abate a public nuisance under applicable civil or penal code provisions as an alternative to the proceedings set forth herein or by administrative fines.

In any action, administrative proceeding, or special proceeding to abate a nuisance, attorney's fees may be recovered by the prevailing party if the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

**SECTION 2. SEVERABILITY.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, and subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional

**SECTION 3. EFFECTIVE DATE** This Ordinance shall take effect 30 days after its final passage.

**APPROVED AND ADOPTED this \_\_\_\_\_ of December, 2022.**

\_\_\_\_\_  
Tim Hepburn, Mayor

**ATTEST:**

\_\_\_\_\_  
Lupe Gaeta Estrella, Assistant City Clerk

#### **CERTIFICATION**

I, Lupe Gaeta Estrella, Assistant City Clerk, City of La Verne, California, do hereby certify that the foregoing Ordinance No. 1113 was adopted at a regular meeting of the City Council duly held on the 5<sup>th</sup> day of December, 2022, and duly passed, approved and adopted by said City Council and thereupon duly signed by the Mayor and attested by the Assistant City Clerk, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Lupe Gaeta Estrella, Assistant City Clerk

# CITY OF LA VERNE

## CITY COUNCIL AGENDA

Tim Hepburn, Mayor

Rick Crosby, Mayor Pro Tem

Wendy Lau, Council Member

Steve Johnson, Council Member

Meshal "Kash" Kashifalghita, Council Member



[www.cityoflaverne.org](http://www.cityoflaverne.org)

(909) 596-8726 - Phone

(909) 596-8740 - Fax

City Hall Council Chamber

3660 D Street

La Verne, CA 91750

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**Monday, December 19, 2022 - 6:30 p.m.**  
**La Verne City Hall - Council Chambers,**  
**3660 D Street, La Verne, CA 91750**

In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (909) 596-8726 at least 48 hours prior to the meeting. Regular Meetings are held on the 1st and 3rd Monday of every month.

To facilitate public participation for those who do not wish to attend in person, the meeting will still be made available virtually to residents. Below are the following opportunities on how to participate:

- 1) "View the meeting through the City's website at [www.cityoflaverne.org/live](http://www.cityoflaverne.org/live) and click on "Watch Live."
- 2) Individuals can email their comments to the Assistant City Clerk at [cityclerk@cityoflaverne.org](mailto:cityclerk@cityoflaverne.org) up to noon on the day of the meeting. Those comments will be shared with City Council in advance of the City Council meeting and included as part of the permanent record. **Please be advised that public comments submitted by emails or any other format to the City are public records that will be made available for public viewing.**
- 3) Individuals who wish to share their comments directly during the meeting may do so by emailing the Assistant City Clerk at [cityclerk@cityoflaverne.org](mailto:cityclerk@cityoflaverne.org) with their phone number and the item(s) they wish to speak on. Requests will be accepted before and throughout the meeting and staff will call you back at the appropriate time. Once items are considered by the City Council, no further public comment on that matter will be accepted. A time limit of 3-minutes is set for all public comments.
- 4) If you wish to participate via Zoom, you will need to register at [https://us02web.zoom.us/webinar/register/WN\\_ioVxGtfZQW2fq1A7jqu3SA](https://us02web.zoom.us/webinar/register/WN_ioVxGtfZQW2fq1A7jqu3SA) before 5:00 p.m. on Monday, December 19, 2022, and please be aware that space is limited. You will have the ability to watch the meeting in real time and raise your hand to request to comment as appropriate on the current agenda item(s). Once it is your turn to speak, you will be brought into the meeting and have the ability to turn your video on when called upon.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:** Council Member Meshal “Kash” Kashifalghita, Council Member Steven Johnson, Council Member Wendy Lau, Mayor Pro Tem Rick Crosby, and Mayor Tim Hepburn

4. **ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS** (Any person who wishes to make a brief announcement of a future community event that is open to the general public may do so at this time.)

5. **PRESENTATION:**

**Recognition of Retiring City Attorney Robert Kress for his long-time dedication and service to the City of La Verne** - After 32 years with the City of La Verne, City Attorney Kress will be retiring at the end of the year. He was appointed City Attorney on October 1, 1990.

6. **CONSENT CALENDAR** (All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council or member of the audience requests separate discussion.)

a. **City Council Minutes** of December 5, 2022 *to be received and filed.*

b. **Register of Audited Demands** in the amount of \$760,664.35 dated December 1, 2022 and in the amount of \$1,390,738.14 dated December 8, 2022, ***approval recommended by Finance Director Lopez.***

c. **Old Town La Verne Business Improvement District – Transfer of Funds** - The Old Town La Verne Business Improvement District (District) Advisory Board has proposed to transfer \$6,000 to Old Town La Verne Business Association (Association) from the proceeds of the 2022 La Verne on Tap Beer Walk. Expenditures by the OTLVBID greater than \$5,000 require City Council approval.

***The Old Town La Verne Business Improvement District (District) Advisory Board and staff recommend that the City Council approve the transfer of \$6,000 to the Old Town La Verne Business Association (Association) from the District’s budget from the proceeds of the 2022 La Verne on Tap Beer Walk.***

d. **Staff recommends approval and passage of the following Resolutions:**

1. **Resolution No. 22-82** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE LA VERNE CITY COUNCIL AND THE LA VERNE FIREFIGHTERS' ASSOCIATION (LVFA) THROUGH DECEMBER 31, 2026 - ***As a result of impasse, the La Verne Firefighters' Association (LVFA) is currently working under terms and conditions of employment implemented by the City Council in September 2021. Staff and LVFA representatives have been meeting since July 2022 and a tentative agreement has been reached based on direction from the City Council. Staff is now seeking formal City Council approval.***

***Assistant City Manager Ranells recommends that the City Council adopt Resolution 22-82 authorizing the City Manager to execute a Memorandum of Understanding between the City of La Verne and the LVFA, amending the salary schedule for full-time employees, and appropriating \$74,000 from the General Fund.***

2. **Resolution No. 22-83** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 22-48, THE SALARY CHART FOR FULL-TIME EMPLOYEES, TO INCLUDE THE APPROVED SALARY FOR CITY MANAGER - ***Resolution No. 22-83, reflects an amendment to the salary chart for full-time employees based on the City Council approved salary for City Manager.***

***Assistant City Manager Ranells recommends that the City Council adopt Resolution No. 22-83, amending the full-time salary chart.***

3. **Resolution No. 22-84** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE AREA D REGIONAL CERT MUTUAL AID AGREEMENT - ***The Area D Regional CERT Mutual Aid Agreement was developed to coordinate CERT resources and to establish a formal CERT Mutual Aid Program. The Agreement standardizes program and training requirements for CERT teams participating in the Area D Regional CERT Mutual Aid Program and provides protocols and procedures for parties to provide, as well as obtain, assistance. The Area D Disaster Management Coordinator will maintain records of cities that are participating in the Agreement and will assist with coordinating the deployment of CERT teams when a CERT Mutual Aid request is received.***

***Fire Chief Nigg recommends that the City Council adopt Resolution No. 22-84 (Attachment "A"), approving the Area D Regional CERT Mutual Aid Agreement (Attachment "B"); and authorize the City Manager to execute the Agreement.***



4. **Resolution No. 22-85** - A JOINT RESOLUTION OF THE CITY OF LAVERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING ON BEHALF OF LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY LIBRARY, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF CITY OF LA VERNE AND THREE VALLEYS MUNICIPAL WATER DISTRICT APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 21 (ANNEXATION NO. 769.) - ***The County Sanitation District No. 21 annexation process requires that a resolution for property tax revenue exchange be adopted by affected local agencies before an annexation to the County Sanitation District No. 21 may be approved.***

***City Engineer Howing recommends that the City County adopt Resolution No. 22-85, approving the joint tax sharing resolution with the affected agencies.***

e. **Ordinance(s), Second Reading, approval recommended.**

**Ordinance No. 1113** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING CHAPTER 9.40 OF TITLE 9 OF THE LA VERNE MUNICIPAL CODE RELATING TO PROPERTY MAINTENANCE AND PUBLIC NUISANCE -***La Verne's nuisance abatement ordinance has not been updated in several years. The State Legislature provides remedies, including costs recovery for abatement of public nuisances, that the current municipal code does not currently account for. This comprehensive ordinance provides the City with the widest range of options for abatement and cost recovery. Ordinance No. 1113 was placed on first reading on December 5, 2022.***

***City Attorney Kress recommends approval of Ordinance No. 1113, amending Chapter 9.40 of Title 9 of the La Verne Municipal Code relating to property maintenance and public nuisance.***

7. **PUBLIC COMMENTS/ORAL COMMUNICATIONS** - This is the time set aside for anyone wishing to address the City Council on items not listed in any other place on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from talking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. Please email your public comment to the Assistant City Clerk at [cityclerk@cityoflaverne.org](mailto:cityclerk@cityoflaverne.org). Your public comment will be shared with the City Council and included as part of the permanent record. If you wish to speak, email your phone number and staff will call you back. There is a 3-minute time limit on public comments.

8. **COUNCIL COMMENTS AND CONFERENCE/MEETING REPORTS** - Each Council Member may address the Council and public on matters of general information and/or concern. This is also the time for Council Members to report on conferences and/or meetings they have attended.

9. **ADJOURNMENT**

**Due to limited need and consistent  
with past practices, the January 3, 2023,  
Regular City Council Meeting at 6:30 p.m. is CANCELLED.**

**Due to the City Hall being closed on Monday, January 16, 2023,  
in observance of a legal holiday, the next regular meeting of the  
La Verne City Council is scheduled for Tuesday, January, 17, 2023, at 6:30 pm.**

**ADVISORY STAFF**

\_\_\_\_ Jesse Duff, Interim City Manager  
\_\_\_\_ Kenneth Domer, City Manager (Incoming)  
\_\_\_\_ JR Ranells, Assistant City Manager  
\_\_\_\_ Robert Kress, City Attorney  
\_\_\_\_ Lupe Gaeta Estrella, Assistant City Clerk  
\_\_\_\_ Anthony Ciotti, Interim Public Works Director  
\_\_\_\_ Eric Scherer, Director of Community Development  
\_\_\_\_ Christy Lopez, Finance Director  
\_\_\_\_ Colleen Flores, Police Chief  
\_\_\_\_ Christopher Nigg, Fire Chief  
\_\_\_\_ Yvonne Duran, Community Services Manager  
\_\_\_\_ Cody Howing, City Engineer

<p><b>Posting Statement:</b> On December 13, 2022, a true and correct copy of this Agenda was posted on the bulletin board at La Verne City Hall, 3660 D Street, La Verne, and on the City's website at <a href="http://www.cityoflaverne.org">www.cityoflaverne.org</a>.</p>
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