

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

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City Hall Council Chamber

3660 D Street

La Verne, CA 91750

Monday, July 17, 2023, at 6:30 p.m.
La Verne City Hall – Council Chambers,
3660 D Street, La Verne, CA 91750

Please Note: Mayor Pro Tem Rick Crosby will be attending via zoom from Colorado Springs at the Courtyard Marriott, Meeting Room-Falcon Nest, 1130 Interquest Pkwy, Colorado Springs, CO 80921

In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation 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.

Individuals can email their comments to the Assistant City Clerk at 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.**

View the meeting through the City's website at www.cityoflaverne.org/live and click on "Watch Live".

If you wish to participate via Zoom, please visit cityoflaverne.org/zoom and you will be automatically redirected to the meeting. 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.

Individuals who wish to share their comments directly during the meeting may do so by emailing the Assistant City Clerk at 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.

Council Meeting Decorum: Per the City's Rules for Decorum, all Speakers and Members of the Audience are to conduct themselves with decorum and not engage in willful conduct which interrupts the meeting or with the orderly conduct of the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE William Carroll, Army Specialist 4th Class (E-4)

ROLL CALL

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

EXTRAORDINARY BUSINESS:

Mayor Appointment & Mayor Pro Tem Rotation - On December 6, 2021, the City Council adopted Ordinance No. 1107, establishing an electoral system with five City Council Districts and a rotating Mayor position. Pursuant to Ordinance No. 1107, Section 3, 2.08.030 - Organizational meeting, the City Council is to meet in non-election years, to choose a Mayor and Mayor Pro Tem at the first anniversary of the previous selection, which was on July 18, 2022.

Recommendation: That the City Council select a mayor and then a Mayor Pro Tem to serve until a new Council is seated following the 2024 municipal election.

PRESENTATIONS

Introductions of Newly Hired Police Officers, as follows:

Police Officer Francisco Valdez' - Francisco was raised in Ontario. He worked in county jails for several years, where he gained a unique understanding of the challenges faced by people from various walks of life. His time in this role taught him the importance of kindness and fairness in dealing with others. He is eager to bring his passion, experience, and dedication to the La Verne Community, striving to positively impact the lives of his fellow residents. Alongside his fiancé Tracy and their son Benjamin, Francisco is driven by his love for his family and his deep commitment to serving the community of La Verne.

Police Officer Brady Ecklund - Brady was born in Portland, Oregon and grew up in Sacramento, California. From an early age, he showed interest in working with others in a team setting. He was a child actor from the age of eight where he learned valuable lessons in teamwork and professional communication. Brady moved to Upland, California, when he was ten years old and attended Upland High School. There, Brady worked at a news station and in sports broadcasting. After high school, he attended Azusa Pacific University where he got two bachelor's degrees. One in Media Theory and the other in Business Marketing. After college Brady attended the Rio Hondo Police Academy and graduated with Class 214. Despite his background in media production, he learned something vital about himself in college. His passion was being active and, on his feet, helping people when they needed it. With everything going on in the political sphere and society at large, he was inspired to make his way into the world of law enforcement where he knew he could help many people. Brady's father and his father before him were both police officers. Brady's passion for helping others and appreciation for the community led him to the City of La Verne, where he strives to be a good officer in serving the residents of La Verne.

Life Saving Recognition of Good Samaritans La Verne Residents Mike Wilson and Nick Harvey - On June 4, 2023, La Verne Fire Department responded to a report of a 17-year-old drowning victim in a residential pool. Crews were notified that 2 neighboring good Samaritans immediately rescued the victim from the bottom of the pool, and immediately initiated CPR. On arrival, La Verne Fire Department Firefighters and Paramedics located an unconscious victim with life threatening vital signs. However, due to the efforts of Mike Wilson and Nick Harvey, and their quick actions as good Samaritan rescuers, the victim had been revived enough for Paramedics to assume care and ensure survival. The victim was ultimately released from the hospital with zero permanent deficits. The City of La Verne and Fire Chief Chris Nigg are proud to recognize these two La Verne residents for their selfless, quick, and heroic actions.

Proclamation Proclaiming the Month of July 2023, as “Parks Make Life Better” - The California Parks & Recreation Society has released a statewide public awareness campaign, “Parks Make Life Better:” to inform citizens of the many benefits of utilizing parks, facilities, programs, and services, and recognizing the importance of access to local parks, trails, open space, and facilities for the health, wellness, development, inspiration, and safety of all Californians.

Presentation to the Soroptimist International of San Dimas/La Verne - The Old Town La Verne Business Improvement District Advisory Board will present a donation of \$2,500 to the nonprofit group Soroptimist International of San Dimas/La Verne from the proceeds of the 2023 Sip of La Verne Wine Walk.

ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

(Any person who wishes to make a brief announcement of a future community event that is open to the public may do so at this time.)

CONSENT CALENDAR

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

1. **City Council Minutes** of the special closed session meeting of June 19, 2023, and the regular meeting of June 19, 2023.

Recommendation: That the City Council approve the minutes.

2. **Register of Audited Demands** in the amount of \$2,271,989.64, dated June 8, 2023, in the amount of \$739,559.58, dated June 15, 2023, in the amount of \$1,483,069.87 dated June 22, 2023, and in the amount of \$715,331.27 dated June 29, 2023.

Recommendation: That the City Council approve the Register of Audited Demands.

3. **DECLARATION OF INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 11-1. (ANNEXATION 23-1) OF THE CITY OF LA VERNE - RESO NO. 23-44** Pursuant to The Mello-Roos Community Facilities Act of 1982 adoption of a resolution of intention is required to initiate the annexation process.

Recommendation: That the City Council adopt Resolution No. 23-44, titled: **A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 11-1 OF THE CITY OF LA VERNE AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN TO FINANCE CERTAIN FIRE SERVICES** and setting the public hearing for August 21, 2023, at 6:30pm in the Council Chambers during the regular meeting of the City Council.

4. **AWARD OF CONTRACT FOR 2022-2023 CDBG SIDEWALK REPAIR PROJECT- RESO NO. 23-45.** This item seeks City Council approval for the sidewalk repairs within the area bounded by 8th Street, Bonita Avenue, D Street and White Avenue. The planned improvements include demolition and replacement of lifted or damaged sidewalk, and construction of accessible curb ramps.

Recommendation: That the City Council approve Resolution No. 23-45, titled: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH TVR CONSTRUCTION ENGINEERING, LLC FOR THE 2022-2023 CDBG SIDEWALK REPAIR PROJECT** in the amount of \$65,600, and authorize staff to issue change orders not exceeding 25% of the construction budget.

5. **AFFORDABLE HOUSING AGREEMENT - 2109 WHITE AVENUE** - An "Agreement Creating Affordable Housing Covenants" for 2109 White Avenue, a 17-unit, multi-family residential project.

Recommendation: That the City Council approve the "Agreement Creating Affordable Housing Covenants."

6. **JOINT TAX TRANSFER RESOLUTION – CITY OF LA VERNE REORGANIZATION 2019-04 – BASELINE ROAD ANNEXATION (8666-006-035)** - Joint Tax Transfer Resolution between Los Angeles County and the City of La Verne in relation to the recently proposed annexation on Baseline Road (APN#: 8666-006-035).

Recommendation: That the City Council adopt the Joint Tax Transfer Resolution, City of La Verne Reorganization 2019-04.

7. **RESOLUTION APPROVING THE AUTHORIZATION OF AN ADDITIONAL COMMUNITY SERVICES SPECIALIST POSITION – RESO NO. 23-48** - This item seeks City Council authorization for an additional Community Services Specialist position for the Community Services Department.

Recommendation: That City Council adopt the attached Resolution titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE AUTHORIZATION OF AN ADDITIONAL COMMUNITY SERVICES SPECIALIST POSITION."

8. **ACCEPTANCE OF GRANT FROM THE CALIFORNIA HIGHWAY PATROL** - Notice of approval for grant funding from the California Highway Patrol for \$220,153.92 for DUI enforcement, education, and training.

Recommendation: That the City Council adopt Resolution No. 23-49, titled: "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING ACCEPTANCE OF GRANT FUNDS, THE EXECUTION OF A GRANT AGREEMENT, AND ANY AMENDMENTS THERETO, FROM THE FISCAL YEAR 2023-24 STATE OF CALIFORNIA DEPARTMENT OF HIGHWAY PATROL CANNABIS TAX GRANT PROGRAM"

9. **FIDUCIARY AGENT APPROVAL OF LA IMPACT VENDOR AGREEMENT FOR AIR SUPPORT MAINTENANCE** - The City provides supportive services for Federal Asset Forfeiture activities to the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA Impact). LA Impact's Air Support Unit requires maintenance, service, and repairs to continue the daily operations of the A-Star. EAS was chosen as the lowest bidder to provide aviation services not-to-exceed \$125,000 annually for up to four years (one year with an optional three-year renewal).

Recommendation: That the City Council approve the agreement between Enforcement Aviation Services (EAS) and LA Impact for a not-to-exceed amount of \$125,000 per year with an optional three-year renewal and adopt Resolution No. 23-50 titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE AGREEMENT WITH ENFORCEMENT AVIATION SERVICES."

10. **PUBLIC WORKS DECLARATION OF SURPLUS EQUIPMENT** - Declaration of 11 vehicles due to age, condition, or no longer meeting operational requirements. Once declared surplus, the equipment will be disposed of per Administrative Regulation No. 606.

Recommendation: That the City Council declare the vehicles and equipment identified in Attachment 1 as surplus to the City's needs and direct staff to dispose of each asset per Administrative Regulation No. 606.

11. **FIRE DEPARTMENT DISPOSAL OF SURPLUS SELF CONTAINED BREATHING APPARATUS AND EQUIPMENT** - The Fire Department recently replaced its entire cache of self-contained breathing apparatus (SCBA), thereby rendering its previous cache of outdated SCBAs, surplus equipment. In addition, the department has recently replaced all handline nozzles and hydraulic rescue equipment, thus rendering replaced items as surplus as well.

Recommendation: It is recommended that the City Council authorize the Fire Chief to declare various equipment no longer used as Surplus per Administrative Regulation (AR) 606

12. **DISPATCH OVERTIME SIDE LETTER** - The proposed side letter agreement to the Memorandum of Understanding (MOU) with the La Verne City Employees' Association (LVCEA) will allow double-time compensation for mandatory hours worked in recognition of employees working above and beyond traditional overtime hours to meet staffing needs.

Recommendation: That the City Council approve Resolution No. 23-52, titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE CITY EMPLOYEES' ASSOCIATION."

13. **RESOLUTION NO. 23-55 AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE POLICE MIDDLE MANAGEMENT ASSOCIATION** The Memorandum of Understanding (MOU) with the La Verne Police Middle Management Association (LVPMPMA) expired on June 30, 2023. Staff and association representatives have been meeting since the fall of 2022 on a successor agreement. Based on City Council direction and support of the terms discussed during closed session, a tentative agreement has been reached and staff is now seeking formal approval from City Council to finalize the MOU.

Recommendation: Adopt Resolution No. 23-55 titled, "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE POLICE MIDDLE MANAGEMENT ASSOCIATION."

PUBLIC HEARINGS

14. **WEED ABATEMENT CLEARANCE CHARGES** – The Los Angeles County Department of Agriculture has prepared a report for City Council consideration of weed clearance costs for appropriate parcels within the City. Pursuant to law, a copy of the Fiscal Year 2022-23 Weed Clearance Charges was posted on the City's website.

Recommendation: That the City Council confirm the list of charges and direct the County Auditor to enter the assessments against the parcels of land on the current assessment roll.

OTHER MATTERS

15. **RESOLUTION SETTING CITY COUNCIL MEETING TIMES** - On June 5, 2023, the City Council adopted Ordinance No. 1119 providing that the City Council meeting time is to be established by Resolution. This item establishes that the City Council shall meet the first and third Monday of each month starting at 5:30 p.m.

Recommendation: That the City Council adopt Resolution No., 23 -55 titled, "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING THE CITY COUNCIL'S MEETING SCHEDULE."

16. **RESOLUTION NO. 23-53 AND RESOLUTION NO. 23-54 ESTABLISHING BENEFITS FOR EXECUTIVE MANAGEMENT, MIDDLE MANAGEMENT, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES AND REPEALING RESOLUTION NO. 20-81 AND RESOLUTION NO. 21-54** - Based on direction provided by the City Council in closed session, Staff is updating the benefit resolution for unrepresented employees in the Executive Management and Middle Management groups.

Recommendation: That the City Council adopt Resolution No. 23-53, titled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES (DEPARTMENT HEADS) AND REPEALING RESOLUTION NO. 20-81" and adopt Resolution No. 23-54, titled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR MIDDLE MANAGEMENT, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES AND REPEALING RESOLUTION 21-54.'

17. **RESOLUTION NO. 23-46 AND NO. 23-47 ADOPTING A SALARY CHART FOR FULL-TIME AND PART-TIME EMPLOYEES AND REPEALING RESOLUTION NO. 22-48 AND 23-11** – The Resolutions and salary tables reflect adjustments in compensation resulting from increases agreed to in negotiations with the LV Firefighters' Association and the LV Police Middle Management Group. Similarly, Middle Management and Executive Management employees are also being adjusted as directed by the City Council. Hourly positions tied to full-time equivalent positions are being adjusted at this time as well.

Recommendation: That the City Council adopt Resolutions No. 23-46 titled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING SALARY CHARTS FOR FULL-TIME EMPLOYEES AND REPEALING RESOLUTION NO. 22-48"; and adopt Resolution No. 23-47, titled: "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING A SALARY CHART FOR PART-TIME EMPLOYEES AND REPEALING RESOLUTION NO. 23-11."

PUBLIC COMMENTS - 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 later. Please email your public comment to the Assistant City Clerk at cityclerk@cityoflaverne.org. Your public comment will be shared with the City Council and included as part of the permanent record. There is a 3-minute time limit on public comments.

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 per Assembly Bill 1234.

ADJOURNMENT

***THE NEXT REGULAR MEETING OF THE LA VERNE CITY COUNCIL
IS SCHEDULED FOR MONDAY, August 7, 2023, AT 5:30 P.M.***

ADVISORY STAFF

_____ Ken Domer, City Manager
_____ JR Ranells, Assistant City Manager
_____ Kimberly Hall Barlow, City Attorney
_____ Lupe Gaeta Estrella, Assistant City Clerk
_____ Meg McWade, Public Works Director
_____ Eric Scherer, Community Development Director
_____ Christy Lopez, Finance Director
_____ Sam Gonzalez, Acting Police Chief
_____ Christopher Nigg, Fire Chief
_____ Yvonne Duran, Community Services Director
_____ Cody Howing, City Engineer

Posting Statement: A true and correct copy of this Agenda was posted on July 11, 2023, on the bulletin board at La Verne City Hall, 3660 D Street, La Verne, and on the City's website at www.cityoflaverne.org.

**MINUTES OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF
LA VERNE**

Monday, June 19, 2023

A special meeting of the La Verne City Council was called to order by Mayor Hepburn at 5:30 p.m.

Council Present	Mayor Tim Hepburn Council Member Wendy Lau Council Member Steven Frank Johnson
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Absent	Mayor Pro Tem Rick Crosby Council Member Meshal "Kash" Kashifalghita
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Advisory personnel present	City Manager Ken Domer Assistant City Manager JR Ranells City Attorney Kimberly Hall Barlow
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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.
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There was none.

Closed Session	The City Council met in a Closed Session for the following:
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1. **Conference with Labor Negotiators** pursuant to Government Code Section 54957.6 for the following:

Negotiators:	City Manager, Assistant City Manager, and City Attorney.
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Employee Organization(s):	La Verne City Employees Association, La Verne Police Officers' Association, La Verne Police Middle Management Association, La Verne Firefighters' Association, and all unrepresented employees.
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City Attorney Barlow reported that no action was taken and there was nothing to report.

2. **Conference with Legal Counsel – Existing Litigation, (Government Code Section 54956.9(a) (d) (1)** Wheeler v. City of La Verne, et al., Pomona Superior Court 22PSCV02686.

After closed session meeting, City Attorney Barlow announced that it was moved by Johnson, seconded by Lau, and carried by a vote of 3-0 (Crosby and Kashifalghita absent) to deny Bonita Unified School District's tender in the Wheeler v. City of La Verne, et al., Pomona Superior Court Case Number 22PSCV02686

Adjournment at 6:30 p.m.

Respectfully submitted,

Lupe Gaeta Estrella, CMC
Assistant City Clerk

**MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF
LA VERNE**

Monday, June 19, 2023

A regular meeting of the La Verne City Council was called to order by Mayor Hepburn at 6:30 p.m.

Mayor Hepburn welcomed the audience to the Council Meeting in which City business is conducted. He reminded everyone that per the City's Rules for Decorum, all speakers, members of the audience, and Council Members are to conduct themselves with decorum and to not engage in conduct that interrupts the orderly conduct of the meeting.

Council Members present: Mayor Tim Hepburn
Council Member Wendy Lau
Council Member Steven Frank Johnson

Absent: Mayor Pro Tem Rick Crosby
Council Member Meshal "Kash" Kashifalghita

Advisory personnel present: City Manager Ken Domer
Assistant City Manager JR Ranells
City Attorney Kimberly Hall Barlow
Assistant City Clerk Lupe Gaeta Estrella
Finance Director Christy Lopez
Community Development Director Eric Scherer
Community Services Director Yvonne Duran
Public Works Director Meg McWade
Fire Chief Chris Nigg
Fire Marshal Fred St. Ange
CRR Specialist Lonnie Shipman
Acting Police Chief Sam Gonzales
City Engineer Cody Howing

Pledge of Allegiance was led by Allan Agronovitz, Army Sergeant E-5.

Mayor Hepburn, on behalf of the City Council, presented Army Sergeant E-5 Allan Agronovitz a Pride of La Verne Certificate of Recognition thanking him for his service to our country.

Recognition of University of La Verne President Devorah Lieberman Mayor Hepburn, on behalf of the City Council, recognized University of La Verne President Devorah Lieberman with a proclamation for her 12 years of service. ULV President Lieberman is the 18th president and the first female President to serve the University of La Verne.

Presentation on the Prohibition to Use of Fireworks in the City of La Verne Fire Marshal Fred St. Ange and CRR Specialist Lonnie Shipman reported on safety and illegal fireworks in the City of La Verne along with a Power Point presentation.

Juneteenth Holiday Mayor Hepburn stated he wished to highlight the Juneteenth Holiday, which represents the day that the final group of enslaved black Americans were informed that they were free, some 2 ½ years after the effective date of the Emancipation Proclamation and ensuring freedom and racial equity.

Presentation of Proclamation declaring June 2023, Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month

Mayor Hepburn, on behalf of the City Council, presented a Proclamation declaring June 2023, Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month supporting the rights of every citizen to experience equality and freedom from discrimination; and all people regardless of age, gender identity, race, color, religion, marital status, national origin, sexual orientation, or physical challenges have the right to be treated on the basis of their intrinsic value as human beings. Frank Guzman, Executive Director of the Pomona Pride Center accepted the Proclamation.

ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Mayor Hepburn announced that the La Verne Police Department is sponsoring their 9-week Citizens' Academy. The classes are conducted by members of the La Verne Police Department. The focus of the Academy is on the Police Department's operational procedures. The sessions range from administrative functions to traffic operations, as well as weapons safety and a trip to the department's shooting range.

Kathy Kalousek, Vice President of the La Verne Historical Society announced that there are two Historical display cases at the La Verne Community Center. They will be there for the summer. She also reported on the Society's upcoming events, programs, and membership drive. In addition, she stated that she has participated in the Police Citizens' Academy, and it was great.

Robin Carder, La Verne resident, stated that her husband Bob Carder is helping the La Verne Historical Society in getting the Inman Conety 1938 International Truck running to participate in the Fourth of July Parade. She reported on the upcoming Fourth of July Events and the sale of fireworks show tickets.

Yvonne Gallegos, Cultural Awareness and Social Inclusion (CASI) Committee Chair announced that the next CASI meeting is on Wednesday, July 5, 2023, at 5:00-p.m., at Hillcrest. She stated that she can attest that the Police Citizens' Academy is a great program.

Danita Beauchamp, La Verne resident, announced that the Los Angeles County Probation Oversight Commission will be meeting on Thursday, June 22, 2023, at noon. She stated that residents should be vigilant on what changes are occurring at the Camp Afflerbaugh-Paige and attend the meeting in person or virtually.

CONSENT CALENDAR

It was moved by Johnson, seconded by Lau, and unanimously carried by a vote of 3-0 (Crosby and Kashifalghita absent) to accept, approve, or act on the Consent Calendar items except for the June 5, 2023, Council Minutes.

City Council Minutes

It was moved by Johnson, seconded by Lau, and unanimously carried by a vote of 3-0 (Crosby and Kashifalghita absent) to accept, and approve, the amended minutes of June 5, 2023, Council Minutes, amending Kathy Kalousek's public comment that she was thanking the previous City Council and City Manager for approving the current refuse contract with Waste Management at a lower cost than what other cities are paying.

CITY COUNCIL MINUTES - (corrected) minutes of the regular meeting of May 15, 2023.

Recommendation: That the City Council approve the May 15, 2023, corrected minutes, to include the public comment section that was inadvertently left off. ***Approved.***

Register of Audited Demands

REGISTER OF AUDITED DEMANDS - in the amount of \$282,309.43, dated June 1, 2023.

Recommendation: That the City Council approve the demands. ***Approved.***

Senior Advisory Committee
Reappointments

SENIOR ADVISORY COMMITTEE REAPPOINTMENTS – Staff seek City Council approval for the reappointments of two members of the Senior Advisory Committee.

Recommendation: That the City Council reappoint Scott Snider and Bette Donovan as members of the Senior Advisory Committee to each serve a two-year term from July 1, 2023, through June 30, 2025. ***Appointments approved.***

Youth Sports Committee
Reappointments

YOUTH SPORTS COMMITTEE APPOINTMENT - This item seeks City Council approval for the Citizen-at-large board position for the Youth Sports Committee.

Recommendation: That the City Council appoint Eric Shadrick as the Youth Sports Committee Citizen-at-large to serve a two-year term from July 1, 2023, through June 30, 2025. ***Appointment approved.***

Old Town La Verne Business
Improvement District
Reappointments

OLD TOWN LA VERNE BUSINESS IMPROVEMENT DISTRICT REAPPOINTMENTS - Terms for Old Town La Verne Business Improvement District Members Craig Walters, Marianne Stark, and Micky Rehm expire June 30, 2023. All three members have requested to remain on the Board.

Recommendation: That the Mayor reappoint Craig Walters, Marianne Stark, and Micky Rehm to serve a two-year term from July 1, 2023, through June 30, 2025, with the approval of the City Council. ***Appointments approved.***

Purchase of Eight (8) 48”
Diameter Fractal Distributor
Plates for the Amherst
Treatment Plant

PURCHASE OF EIGHT (8) 48” DIAMETER FRACTAL DISTRIBUTOR PLATES FOR THE AMHERST TREATMENT PLANT - Staff requested approval of a sole source purchase from the Water Fund to Layne Christensen Company for eight fractal plates, in the amount of \$133,350, for the Amherst Treatment Plant.

Recommendation: That the City Council authorize the Public Works Department to execute a sole source purchase order with Layne Christensen Company in the amount of \$133,350 for the purchase of eight (8) 48” diameter fractal distributor plates; and authorize a 40% down payment at the time of approval to cover material costs per the supplier’s terms and conditions. ***Approved.***

Service Provider Agreement for
Crisis Assistance Response &
Engagement Program

SERVICE PROVIDER AGREEMENT FOR CRISIS ASSISTANCE RESPONSE & ENGAGEMENT PROGRAM - This item seeks City Council authorization and agreement to participate in the San Gabriel Valley Council of Governments (SGVCOG) Crisis Assistance Response & Engagement Program (SGV Care) to co-respond to mental health crisis situations.

Recommendation: That the City Council approve the City's participation in the San Gabriel Valley Council of Government's Crisis Assistance Response & Engagement Program; and authorize the City Manager to execute a service provider agreement with the San Gabriel Valley Council of Governments.
Approved.

Resolution Adopting The Fiscal Year 2023-24 Budget

RESOLUTION ADOPTING THE FISCAL YEAR 2023-24 BUDGET - A proposed budget was submitted and discussed during the City Council Budget Study Session held on June 5, 2023. Council directed staff to allocate the \$125,000 of Measure LV funds, program \$310,950 of unfunded department requests to the American Rescue Plan Act (ARPA) funds and increase the General Fund surplus from \$107,000 to \$221,558 after shifting some expenses to the current year for total appropriations of \$104,144,155 across all funds. Adopting Resolution No. 23-34 will officially adopt the 2023-24 budget.

Recommendation: That the City Council adopt resolution No. 23-34 adopting the budget for the 2023-24 fiscal year. **Approved.**

Tax Sharing Resolution No. 23-35 with the Los Angeles Sanitation District and Affected Agencies Resulting from Annexation No. 21-771 for 42 Proposed Single-Family Homes

TAX SHARING RESOLUTION NO. 23-35 WITH THE LOS ANGELES SANITATION DISTRICT AND AFFECTED AGENCIES RESULTING FROM ANNEXATION NO. 21-771 FOR 42 PROPOSED SINGLE-FAMILY HOMES - 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: That the City Council adopt Resolution No. 23-35, approving the joint tax sharing Resolution with the affected agencies.
Approved.

Resolution No. 23-36 Approving Participation in the Los Angeles Urban County Permanent Local Housing Allocation Program

RESOLUTION NO. 23-36 APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM - The City of La Verne, through the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program, has been allocated funding to participate in eligible affordable housing programs. The eligible programs that the City will be participating in are Operating Costs for Emergency Shelters and Supportive Case Management for the unhoused.

Recommendation: That the City Council adopt the Resolution No. 23-36 titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM." **Approved.**

Resolution No. 23-37, Operation Maintenance Community Facilities District No. 90-1; Special Tax Levy Fiscal Year 2023-24

RESOLUTION NO. 23-37- OPERATION MAINTENANCE COMMUNITY FACILITIES DISTRICT NO. 90-1; SPECIAL TAX LEVY FISCAL YEAR 2023-24 - Operation and Maintenance Community Facilities District No 90-1 (O&M CFD 90-1), a special tax district within the La Verne Industrial Specific Plan, requires the City Council to authorize the levy annually. The assessment will increase by 3.7% to \$.7474 per square foot.

Recommendation: That the City Council adopt Resolution No. 23-37, Titled, "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DETERMINING SPECIAL TAX FOR THE 2023-24 FISCAL YEAR (COMMUNITY FACILITIES DISTRICT NO. 90-1 – LA VERNE INDUSTRIAL SPECIFIC PLAN)," levying a special tax for the 2023-24 Fiscal Year (FY) per the schedule shown in Exhibit "A" attached to the Resolution, which increases the rate by 3.7% to address the cost-of-living increases based on the annual consumer price index ending March 2023. ***Approved.***

Resolution No. 23-38
Community Facilities District
No. 11-1; Special Tax Levy
Fiscal Year 2023-24; Public
Hearing; Resolution Providing
for the Annual Levy

RESOLUTION NO. 23-38 - COMMUNITY FACILITIES DISTRICT NO. 11-1; SPECIAL TAX LEVY FISCAL YEAR 2023-24; PUBLIC HEARING; RESOLUTION PROVIDING FOR THE ANNUAL LEVY - The City Council on an annual basis must authorize the tax levy for Community Facilities District No. 11-1 (CFD No. 11-1), a special fire tax for buildings three stories (thirty-five feet) and above or with fire flows of 3,500 GPM or more. Exhibit "A" of the attached resolution lists the properties and their levies included in the district

Recommendation: That the City Council adopt the attached Resolution No. 23-38, titled: "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DETERMINING SPECIAL TAX FOR THE 2023-24 FISCAL YEAR (COMMUNITY FACILITIES DISTRICT NO. 11-1)," levying a special tax for Fiscal Year (FY) 2023-24 within CFD No. 11-1 per the schedule shown in Exhibit "A" attached to the Resolution. ***Approved.***

Adoption of Ordinance No.
1118, Relative to Old Town
La Verne Business
Improvement District

ADOPTION OF ORDINANCE NO. 1118, RELATIVE TO OLD TOWN LA VERNE BUSINESS IMPROVEMENT DISTRICT - The City Council approved the first Reading of Ordinance No. 1118, updating the financial practices of the Old Town La Verne Business Improvement District at its June 5, 2023, meeting. If approved, this action will adopt the Ordinance which will be effective thirty (30) days after adoption.

Recommendation: That the City Council adopt Ordinance No. 1118 titled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AMENDING CHAPTER 2.54.150 OF THE LA VERNE MUNICIPAL CODE RELATIVE TO THE OLD TOWN LA VERNE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD'S EXPENDITURE OF CITY FUNDS." ***Approved.***

Adoption of Ordinance No.
1119, Establishing that Regular
City Council Meeting Times
Shall be Set by Resolution

ADOPTION OF ORDINANCE NO. 1119, ESTABLISHING THAT REGULAR CITY COUNCIL MEETING TIMES SHALL BE SET BY RESOLUTION - The City Council at its meeting of June 5, 2023, approved the first reading of Ordinance No. 1119, establishing that regular meeting times of the City Council shall be set by Resolution to provide better flexibility as well as convenience. If adopted, the Ordinance becomes effective in thirty (30) days.

Recommendation: That the City Council adopt Ordinance No. 1119, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING THAT REGULAR MEETING TIMES OF THE CITY COUNCIL SHALL BE SET BY RESOLUTION." ***Approved.***

Hearing to Determine Necessity
of Utility User's Tax

Finance Director Lopez reported on the Public Hearing to determine the Necessity of continuing the Utility User's Tax. She stated that the provisions of Ordinance No. 955 require an annual hearing to determine the necessity of continuing the City's Utility Users Tax (UUT). The City's proposed 2023-24 budget fully utilizes and is dependent upon the \$3,740,000 in UUT revenue estimated for the fiscal year indicating the UUT should be continued.

Mayor Hepburn opened the public hearing and called for public comment.

Danita Beauchamp, La Verne resident, asked where in the City Budget is the Utility User's Tax listed?

Richard Bowen, La Verne resident, stated that the budget was already approved with the \$3,740,000 Utility User's Tax revenue prior to the UUT public hearing, and the public hearing should have been scheduled prior to the adoption of the budget.

Finance Director Lopez responded that the \$3,740,000 Utility User's Tax is listed in revenues in the General Fund.

City Manager Domer stated that next year there will be a change in procedure and the UUT public hearing will be held prior to the adoption of the budget.

It was moved by Johnson, seconded by Lau, and carried by a vote of 3-0 (Crosby and Kashifalghita absent) to maintain the City's Utility Users Tax at the current voter approved rates.

Citywide Landscaping and
Lighting District No. 6 and
Zones 2, 3, 4-I, 4-II, 5, and 6;
Public Hearing & Resolution
No. 23-39 for Annual Levy

City Engineer Howing reported on the Citywide Landscaping and Lighting District No. 6 and Zones 2, 3, 4-I, 4-II, 5, and 6 Public Hearing and Resolution No. 23-39 for annual levy. He stated that on May 15, 2023, the City Council adopted Resolution No 23-20 to set June 19, 2023, at 6:30 p.m. as the date and time for the public hearing for the subject assessment district and its zones. No change in the assessment levy is being proposed for the subject special benefit in Zones 2, 3, 4-I, 4-II, and 5. The formation of Zone 6 allowed for CPI increases, which, with the March 2023 CPI of 3.7%, allows for a maximum assessment per parcel of \$301.39.

Mayor Hepburn opened the public hearing and called for public comment on this matter.

Danita Beauchamp, La Verne resident, asked whose job is it to watch for budget deficits especially if there is not a CIP increase inflator?

City Engineer responded that he is the person who monitors the assessment.

It was moved by Johnson, seconded by Lau, and carried by a vote of 3-0 (Crosby and Kashifalghita absent) to adopt Resolution No. 23-39, titled: "A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OVERRULING PROTESTS AND PROVIDING FOR THE ANNUAL LEVY AND COLLECTING OF ASSESSMENTS FOR CERTAIN LANDSCAPING MAINTENANCE IN AN EXISTING DISTRICT, ESTABLISHED PURSUANT TO VOTER APPROVAL. (LLMD #6)," providing for the annual levy and collection of assessment for the special zones in District No. 6 for Fiscal Year 2023-2024.

Citywide Landscaping and Lighting District No. 7; Public Hearing; Resolution No. 23-40 Providing for the Annual Levy

City Engineer Howing reported on the Citywide Landscaping and Lighting District No. 7 annual levy. He stated that on May 15, 2023, the City Council adopted Resolution 23-21 to set June 19, 2023, at 6:30 p.m. as the date and time for the public hearing for the subject assessment district. There is a proposed increase to the assessment amount levied for this Fiscal Year to address increased maintenance costs. The proposed assessment amount of \$684.00 is below the maximum allowable assessment of \$693.26.

Mayor Hepburn opened the public hearing and called for public comment on this matter.

There was none.

It was moved by Lau, seconded by Johnson, and carried by a vote of 3-0 (Crosby and Kashifalghita absent) to adopt Resolution No. 23-40, titled: "A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OVERRULING PROTESTS AND PROVIDING FOR THE ANNUAL LEVY AND COLLECTING OF ASSESSMENTS FOR CERTAIN LANDSCAPING MAINTENANCE IN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA (LLMD #7)," providing for the annual levy for Fiscal Year 2023-2024.

Landscape and Lighting Maintenance District No. 8; Public Hearing; Resolution No. 23-41 Providing for the Annual Levy

City Engineer Howing reported on the Citywide Landscaping and Lighting District No.8 annual levy. He stated that on May 15, 2023, the City Council adopted Resolution No. 23-22 to set June 19, 2023, at 6:30 p.m. as the date and time for the public hearing for the subject assessment district. There is no proposed increase in the assessment from last year's levy. It is proposed to set the levy at the 1996-97 approved full year's assessment of \$249.70 per parcel.

Mayor Hepburn opened the public hearing and called for public comment on this matter.

There was none.

It was moved by Johnson, seconded by Lau, and carried by a vote of 3-0 (Crosby and Kashifalghita absent) to adopt Resolution No.23-41, titled: "A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OVERRULING PROTESTS AND PROVIDING FOR THE ANNUAL LEVY AND COLLECTING OF ASSESSMENTS FOR CERTAIN LANDSCAPING MAINTENANCE IN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA (LLMD #8)," providing for the annual levy for Fiscal Year 2023-2024.

Maintenance District No. 84-1M, Esperanza Road Slopes; Public Hearing; Resolution No. 23-42 Providing for the Annual Levy

City Engineer Howing reported on Maintenance District No. 84-1M, Esperanza Road Slopes, Public Hearing, Resolution No. 23-42, providing for the annual levy. He stated that on May 15, 2023, the City Council adopted Resolution No. 23-23 to set June 19, 2023, at 6:30 p.m. as the date and time for the public hearing for the subject assessment district. The 2023-2024 assessment is proposed to remain at \$8.00 per parcel, the same level since 1992. (Council Member Kashifalghita has a conflict of interest because he lives within the district, but he was absent from the meeting.)

Mayor Hepburn opened the public hearing and called for public comment on this matter.

Robin Carder, La Verne resident, stated that on Esperanza there are overgrown weeds and she asked who takes care of it?

City Engineer Howing responded that it is contracted out or if the weeds are in the City right of way, the City takes care of it. Also, he referred to the Weed Abatement contract with the County of Los Angeles, who perform weed abatement in the City and he will check to see if that property is on the list.

It was moved by Lau, seconded by Johnson, and carried by a vote of 3-0 (Crosby and Kashifalghita absent) to adopt Resolution No.23-42, titled: "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE LEVY OF THE ANNUAL ASSESSMENT IN A SPECIAL MAINTENANCE DISTRICT (84-1M)."

2023-24 Annual Agreements
Resolution No. 23-43

City Manager Domer reported on the 2023-24 annual agreements, Resolution No. 23-43. He stated that once a year, the City Council considers annual agreements for renewals or extensions. The annual agreements for fiscal year 2023-24 were submitted in the Agenda Packet for City Council consideration. He recommended that to be able to move forward that the City Council approve the annual agreements. He stated he will be looking into changing the procedure, checking to see which contracts need to be on list, which agreements are more cost efficient or must go out for bid.

It was moved by Johnson, seconded by Lau, and carried by a vote of 3-0 (Crosby and Kashifalghita absent) to approve the annual City agreements by adopting Resolution No. 23-43, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING ANNUAL CITY AGREEMENTS FOR FISCAL YEAR 2023-24," and to authorize the Mayor and Assistant City Clerk to execute the annual agreements as listed on the Resolution.

Annual Comprehensive
Financial Report for June 30,
2022

Finance Director Lopez reported on the annual Comprehensive Financial Report for June 30, 2022. The Finance Department prepared its Annual Comprehensive Financial Report (ACFR), which has been audited by our outside independent audit firm Rogers, Anderson, Malody & Scott, LLP (RAMS). The ACFR reflects the financial position and operating activities of the City for the fiscal year ending June 30, 2022.

Due to technical problems, the video presentation by Rogers, Anderson, Malody & Scott, LLP (RAMS) was not played.

Finance Director Lopez reported on Annual Comprehensive Financial Report (ACFR), and the results of the audit along with a PowerPoint presentation.

Mayor Hepburn called for public comment on this matter.

Richard Bowen, La Verne resident, asked about the section on the Power Point referring to the fraud communications that were made with City Council Members and that no material findings were noted.

The City Council received and filed the Annual Comprehensive Financial Report, Report on Internal Control over Financial Reporting and on Compliance and Other Matters, and the Auditor's Letter to the City Council for the year ended June 30, 2022.

The City Council thanked Finance Director Lopez and her staff for their hard work and great job in preparing the Annual Comprehensive Financial Report and keeping them in the loop.

PUBLIC COMMENT

This was the time set aside for anyone wishing to address the City Council on items not listed on the agenda. (Below are only partial public comments, please visit the City's website to view the archived Council meeting).

Mayor Hepburn called for public comment.

Danita Beauchamp, La Verne resident, wished to thank all the first responders who worked on Father's Day. She thanked City Manager Domer for his thorough emails in answering her questions.

Terry Prentice, La Verne resident, stated that going through the City's budget is daunting, and he asked if the budget could be summarized in way that the residents can understand it.

Wayne Perry, La Verne resident, stated that he attended a group meeting last week pertaining to the proposed development project at 740 E. Foothill Blvd. San Dimas, and that only Mayor Hepburn was in attendance. He stated that the whole City Council should have been there to show a united front. He urged the City Council to investigate annexing incorporated areas in La Verne to avoid the County or State coming in with development projects and the City having no control.

Richard Bowen, La Verne resident, thanked City Manager Domer for having the portable potty removed at Oak Mesa Park. He asked if there was an update on getting a cell tower in north La Verne? He asked what commission or committee's had vacancies? He spoke about the 740 E. Foothill proposed project, Lutheran High School and there should be proclamations for mother's and father's month.

Rich Gill, La Verne resident, spoke about the proposed project at 740 E. Foothill Blvd, San Dimas. He spoke about other cities that have had housing projects come into their city, and they had no control. He stated that the City was not helpless, and the City needed to get the County and State legislators to advocate for the City.

COUNCIL COMMENTS

Below are only partial Council comments, please visit the City's website to view the archived Council meeting.

Council Member Lau reported on the Cultural Awareness and Social Inclusion (CASI) Committee meeting, attending along with Mayor Hepburn, the League of Women Voters Observer Program meeting, the University of La Verne President Deborah Lieberman retiring after 12 years of service and that the newly appointed University of La Verne President is Pardis Mahdavi, PhD, as the University's 19th president, and she reported on the Fourth of July. She stated that it was important to communicate with county and state legislators, and that the University of La Verne has a vested interest in security for the students when the "A" Line is in operation. She hoped all the fathers had a good Father's Day. She thanked Acting Police Chief Gonzales for always being accessible when she needed information.

Council Member Johnson announced that the July 3, 2023, regular City Council meeting is cancelled. He wished his Mother a Happy Birthday. He wished everyone a happy safe Fourth of July.

Mayor Hepburn stated that June is a busy month with end of the school year, graduations, retirements, and local functions. He reported he got to meet the Metro CEO and spoke to her about the Council's concern about security when the L Line comes to La Verne. He spoke about always communicating with County and State legislators regarding issues pertaining to the City for the betterment of the Community. He wished everyone a Happy Fourth of July.

At 8:46 p.m., Mayor Hepburn adjourned the meeting in memory of Father Patrick Travers who passed away on June 1, 2023. Father Travers was born in Ballon, Co. Carlow Ireland on June 13, 1937, and was baptized on the same day. He was the youngest of ten. His father was a farm laborer; his mother was a homemaker. He attended local elementary and secondary schools before entering the Sacred Hearts Novitiate in Cootehill, Co. Cavan where he was professed on August 15, 1956. He then went to Queen of Peace Seminary in Jaffrey Center, New Hampshire. He was ordained on June 24, 1962, and was assigned to teach at Damien High School, La Verne, CA. He was handed two books and told to go and teach. He took that order seriously. For the rest of his life, with and without books, he taught us to live like Jesus. Father Travers spent 49 years at Damien. During almost all those years, he taught Geometry to thousands of students. He also served as the athletic Director, the Dean of Discipline (he hated it), the Dean of Studies. He was Principal of Damien High School from 1980 to 2010. During his tenure he developed academic programs, built student enrollment, oversaw the construction of two classroom buildings, a swimming pool, tennis courts, artificial turf on the football field and a new athletic center, which bears his name. In 1987, he started the Tijuana Outreach Ministry. On Saturdays, he would take the students to help at orphanages, bringing food, clothing, and building houses involving the young men of Damien along with their fathers. After Father Travers left Damien as President in 2011, he became the Pastor of Holy Innocents Parish in Victorville, where he worked together with Father Paul Murtagh. All who knew him will miss him and long remember the outstanding contributions he made to Damien and the La Verne community.

Mayor Hepburn announced that the July 3, 2023, regular City Council meeting is canceled, and the next regular Council is scheduled for Monday, July 17, 2023, at 6:30 p.m.:

Respectfully submitted,

Lupe Gaeta Estrella, CMC
Assistant City Clerk

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS
6/8/2023

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

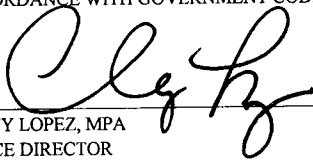
LARGEST 10 CITY DEMAND PAYMENTS OTHER THAN PAYROLL AND RELATED BENEFITS.

	AMOUNT	ISSUED TO	DESCRIPTION
1.	311,988.38	THREE VALLEYS MUNICIPAL WATER DIST.	APRIL 2023 WATER USAGE
2.	248,944.14	WASTE MANAGEMENT	APRIL 2023 REFUSE SERVICES
3.	195,973.75	CAPITAL ONE PUBLIC FUNDING LLC	ABATE LSE
4.	101,967.10	STRATEGIC CONTRACTING SERVICES	PAYROLL 5/16/23 - 5/31/23 (LA CLEAR)
5.	60,536.17	DEPARTMENT OF JUSTICE	PAYROLL - APRIL 2023 (LA CLEAR)
6.	8,600.00	JONES & MAYER	JUNE 2023 RETAINER
7.	7,270.10	DE NOVO PLANNING GROUP	PROFESSIONAL SERVICES - JANUARY 2023
8.	5,380.24	SOUTHERN CALIFORNIA GAS CO.	MAY 2023 SERVICES
9.	5,000.00	TOWNSEND PUBLIC AFFAIRS, INC	JUNE 2023 CONSULTING SERVICES
10.	4,961.69	RINGCENTRAL INC.	JUNE 2023 PHONE SERVICES
	50,709.31	OTHER DEMANDS	
	<u>\$ 1,001,330.88</u>		

DEMANDS OF \$21,800.00 WERE PAID ON BEHALF OF LA IMPACT FOR LAW ENFORCEMENT TASK FORCE OPERATIONS.

DEMANDS OF \$1,248,858.76 WERE PAID FOR PAYROLL AND EMPLOYEE BENEFIT RELATED ITEMS.

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

6/8/2023

CHECK NO.	AMOUNT	ISSUED TO
164475	\$ 500.00	AJ'S ENTERTAINMENT
164476	55.00	ALIONA CEBOTARI
164477	85.00	ANNA LI
164478	480.00	AZUSA CONNECTS FOUNDATION
164479	1,447.72	BRETT GREY
164480	1,200.00	SCOT BRUCE
164481	11.75	C & E LUMBER COMPANY
164482	465.92	C&R RESTAURANT GROUP
164483	785.00	CALIFORNIA PEST MANAGEMENT, INC.
164484	119.98	CHARTER COMMUNICATIONS
164485	55.00	CHRISTINA THOMPSON
164486	241.00	CLAUDIA MALDONADO
164487	60.00	CLEANTECH ENVIRONMENTAL INC
164488	160.62	COIN DEPOT
164489	995.00	DAVIS COOK
164490	1,648.12	CORTEL INC.
164491	330.00	CPRS
164492	7,270.10	DE NOVO PLANNING GROUP
164493	85.00	DEANNE MARINO
164494	179.42	DETAILER'S CHOICE, INC.
164495	62.22	EVERSOFT
164496	105.21	FACTORY MOTOR PARTS
164497	1,004.59	FOOTHILL COMMUNICATIONS, INC.
164498	116.20	FRONTIER COMMUNICATIONS
164499	154.44	GARY ANTAKI
164500	3.07	GEORGE, TOM
164501	18.75	GSJ CONSTRUCTION CO.
164502	1,180.94	HI SIGN
164503	444.49	HIRSCH PIPE AND SUPPLY
164504	845.92	HOLLIDAY ROCK CO.
164505	103.00	HUANXIAN YE
164506	65.00	JENNIFER INGELS
164507	8,600.00	JONES & MAYER
164508	317.68	KIEFER AQUATICS
164509	188.73	LA VERNE PETTY CASH
164510	1,560.00	JOHN LEWIS
164511	10.66	LIFE-ASSIST
164512	171.00	LILENU, INC.
164513	840.24	LINE GEAR
164514	720.94	LOWE'S
164515	153.00	MANUEL HERNANDEZ
164516	250.00	MARICRUZ HERNANDEZ
164517	1,079.00	MCLAY SERVICES, INC.
164518	854.91	ODP BUSINESS SOLUTIONS, LLC
164519	1,000.00	PAUL DIAZ
164520	295.00	PEST OPTIONS INC.
164521	274.50	PITNEY BOWES GLOBAL FINANCIAL
164522	250.52	PRIMARY PHARMACEUTICALS, INC.
164523	1,239.93	RED DRAGON KARATE
164524	814.30	REGIONAL TAP SERVICE CENTER
164525	4,961.69	RINGCENTRAL INC.
164526	155.00	ROULA DAHBAR
164527	371.35	RUSH TRUCK CENTER
164528	1,539.50	SIERRA PACIFIC ELEC. CONTRACTING
164529	2,755.03	SOUTHERN CALIFORNIA NEWS GROUP
164530	801.00	T-MOBILE
164531	55.00	TAMMI CASAMASSA
164532	5,000.00	TOWNSEND PUBLIC AFFAIRS, INC
164533	1,393.28	U.S. POSTMASTER
164534	4,000.00	UCLA CENTER FOR PREHOSPITAL CARE
164535	86.70	VERIZON WIRELESS

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS - EXHIBIT A

6/8/2023

CHECK NO.	AMOUNT	ISSUED TO
164536	2,412.78	WELLS FARGO VENDOR FIN SERV
164537	60,536.17	DEPARTMENT OF JUSTICE
164538	8.74	FEDEX
164539	2,150.42	ODP BUSINESS SOLUTIONS, LLC
164540	75.00	SOCAL SHRED LLC
164541	70.35	LAUREN TORRES
BANK DRAFT	195,973.75	CAPITAL ONE PUBLIC FUNDING LLC
BANK DRAFT	5,380.24	SOUTHERN CALIFORNIA GAS CO.
EFT	375.09	ALL STAR FIRE EQUIPMENT INC.
EFT	866.43	ALL STATE POLICE EQUIPMENT CO.
EFT	288.00	AM-TEC TOTAL SECURITY INC.
EFT	437.79	AMAZON CAPITAL SVCS - FIRE
EFT	508.62	AMAZON CAPITAL SVCS - LVPD
EFT	211.50	CJPIA EXCESS POOL
EFT	890.00	DENNIS GRUBB & ASSOCIATES
EFT	1,027.97	GREENSCAPE MAINTENANCE SERVICES INC.
EFT	1,298.08	HASA INC.
EFT	669.13	HI-WAY SAFETY INC.
EFT	63.51	SKYLINE SAFETY AND SUPPLY
EFT	311,988.38	THREE VALLEYS MUNICIPAL WATER DIST.
EFT	248,944.14	WASTE MANAGEMENT
EFT	2,160.00	CITY OF WEST COVINA
EFT	2,977.43	WESTERN WATER WORKS
EFT	32.84	AMAZON CAPITAL SVCS - LA CLEAR
EFT	101,967.10	STRATEGIC CONTRACTING SERVICES
	1,001,330.88	
	1,248,858.76	Total Payroll Demands
	21,800.00	Total LA IMPACT Demands
Total Demands	<u>\$ 2,271,989.64</u>	

Payroll and Employee Benefit Payments:

164545	1,384.05	AFLAC
164546	3,021.92	DELTA DENTAL INSURANCE COMPANY
164547	12,169.07	DELTA DENTAL(0020785555)
164548	500.00	EMPLOYEE FUND, CITY OF LA VERNE
164549	300.00	FIDELITY INVESTMENTS #P0754
164550	6,724.07	THE HARTFORD-PRIORITY ACCOUNTS
164551	154,527.72	HEALTH NET
164552	88,857.72	KAISER FOUNDATION HEALTH PLAN
164553	1,054.87	L.A. COUNTY SHERIFF'S DEPARTMENT
164554	1,575.38	METLIFE - GROUP BENEFITS
164555	791.55	A.C. NEWMAN CO.
164556	234.56	HEATHER REYES
164557	9.00	UNITED WAY CAMPAIGN
BANK DRAFT	622,436.99	PAYROLL 05/21/2023-06/03/2023
BANK DRAFT	1,020.38	STATE DISBURSEMENT BD0005689
BANK DRAFT	39,285.71	STATE OF CALIFORNIA
BANK DRAFT	164,020.57	STATE OF CALIFORNIA
BANK DRAFT	24,951.52	EMPOWER TRUST COMPANY, LLC-457
BANK DRAFT	5,764.12	EMPOWER TRUST COMPANY, LLC-ROTH
BANK DRAFT	112,108.64	UNITED STATES TREASURY
EFT	2,693.84	CHARLES SCHWAB BANK
EFT	2,987.00	LA VERNE FIRE ASSOCIATION
EFT	2,334.08	LA VERNE POLICE OFFICERS ASSOCIATION
EFT	106.00	WAGEWORKS
Total	<u>\$ 1,248,858.76</u>	

Break down of standard providers and the benefits they provide

Provider	Benefits Description
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CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS - EXHIBIT A

6/8/2023

CHECK NO.	AMOUNT	ISSUED TO
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		Employee Group Dues

LA IMPACT Law Enforcement Task Force Demands

MULTIPLE	\$	21,800.00	LAI ENFORCEMENT OPERATIONS
Total	\$	21,800.00	

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

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS
6/15/2023

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.

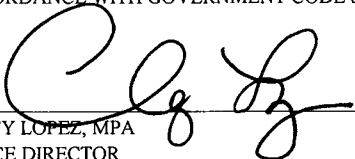
SUMMARY OF DEMANDS

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

	AMOUNT	ISSUED TO	DESCRIPTION
1.	273,984.71	GENTRY BROTHERS, INC.	E STREET & 2ND STREET IMPROVEMENT PROJECT EIFD
2.	74,082.10	SURF CITY AUTO GROUP	2023 RAM 4500
3.	60,300.57	RKA CONSULTING GROUP	ENGINEERING SERVICES - MARCH 2023
4.	44,070.07	NATIONAL AUTO FLEET GROUP	2023 F150 CREW
5.	26,498.12	DEPARTMENT OF HEALTH CARE SERVICES	PP-GEMT/FIRST PAYMENT OF THREE
6.	25,000.00	CALIFORNIA JPIA	EXCESS LIABILITY ACCOUNT FUNDING
7.	19,950.00	LINCOLN AQUATICS	REPLACEMENT OF POOL LIGHT -PARTIAL PAYMENT
8.	14,241.78	INTER-CON SECURITY SYSTEMS, INC.	MAY 2023 SERVICES
9.	11,656.46	JIMNI SYSTEMS, INC.	SEWER LIFT STATION
10.	11,528.45	ATHENS SERVICES	SWEEPING SERVICES -MAY 2023
	167,638.81	OTHER DEMANDS	
	\$ 728,951.07		

DEMANDS OF \$10,608.31 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

6/15/2023

CHECK NO.	AMOUNT	ISSUED TO
164558	\$ 1,000.00	ALEJANDRA PAREDES
164559	140.00	ALL PURPOSE DOCUMENT DESTRUCTION
164560	200.00	ALTAF L. ALI, M.D., INC.
164561	14.00	ASIA RAMOS
164562	330.00	ASSETWORKS USA, INC.
164563	594.05	AT & T
164564	11,528.45	ATHENS SERVICES
164565	478.10	BREAK TIME YOGA, LLC
164566	600.00	SCOT BRUCE
164567	238.00	CA. PLANNING & DEVELOPMENT REPORT
164568	350.00	CALIFORNIA PEST MANAGEMENT, INC.
164569	70.00	CARLENE GOLDEN
164570	100.00	CARLOS FIERRO
164571	1,500.00	CHARLES ABBOTT ASSOCIATES, INC.
164572	99.99	CHARTER COMMUNICATIONS
164573	351.13	CHARTER COMMUNICATIONS
164574	699.00	CHARTER COMMUNICATIONS
164575	440.00	RSVP
164576	815.00	COPWARE, INC.
164577	120.00	COSTCO WHOLESALE MEMBERSHIP
164578	225.00	CSMFO
164579	2,801.84	DATAPROSE, INC.
164580	100.00	DAVID RODRIGUEZ
164581	480.00	DAVID WES
164583	2,719.00	DEPARTMENT OF JUSTICE
164584	109.66	DIRECTV
164585	2,006.52	ECONOLITE SYSTEMS, INC.
164586	110.00	ELIZABETH VELASQUEZ
164587	55.00	ENRIQUE HERNANDEZ
164588	110.00	ERICKA DURAN
164589	125.99	EWING IRRIGATION PRODUCTS
164590	100.00	FLORENCE CASTRO
164592	4,836.70	FRONTIER COMMUNICATIONS
164593	273,984.71	GENTRY BROTHERS, INC.
164594	1,688.46	GEO PLASTICS (CA)
164595	55.00	GLADYS ALVARADO
164596	148.25	GOLDEN STATE WATER COMPANY
164597	387.63	GOVERNMENT FINANCE OFFICERS ASSN.
164598	21.48	HIATT, NATALIE
164599	460.09	HOLLIDAY ROCK CO.
164601	3,712.99	HOME DEPOT CREDIT SERVICES
164602	2,524.53	HPS WEST, INC.
164603	16.75	INMARK
164604	108.76	INNOVATION AND TECHNOLOGY DEPT.
164605	2,870.50	INTELLI-TECH
164606	4,930.00	JAR AUTOMATION
164607	883.00	JEFF JENKINS SERVICE TECHNICIAN
164608	11,656.46	JIMNI SYSTEMS, INC.
164609	55.00	JOSHUA NADY
164610	110.00	KATHERINE SANTANELLO
164611	192.00	KATHRYN CHITICA
164612	50.00	KEVIN & JILL ANN HARDY
164613	55.01	KEYSTONE UNIFORM DEPOT
164614	367.60	KIEFER AQUATICS
164615	27.44	KONICA MINOLTA BUSINESS SOLUTIONS
164616	28.00	KYOCERA DOCUMENT SOLUTIONS WEST
164617	470.79	KYOCERA DOCUMENT SOLUTIONS WEST
164618	1,995.00	LA ROCQUE BETTER ROOFS, INC.
164619	291.94	LA VERNE POLICE DEPARTMENT
164620	110.00	LAN WANG
164621	1,473.72	LENCO ARMORED VEHICLES

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS - EXHIBIT A

6/15/2023

CHECK NO.	AMOUNT	ISSUED TO
164622	11,096.38	LIFE-ASSIST
164623	19,950.00	LINCOLN AQUATICS
164624	2,078.50	LINE GEAR
164625	284.87	LOPEZ, CHRISTY
164626	3,614.25	LOS ANGELES COUNTY CLERK/REGISTRAR
164627	110.00	MARINA ZANZARINI
164628	100.00	MICHAEL MA
164629	8,334.12	MORROW MEADOWS CORP
164630	44,070.07	NATIONAL AUTO FLEET GROUP
164631	477.00	NUNEZ, RAMIRO
164632	128.15	PETERSON, CHAD
164633	25.00	PHYLLIS LOOMIS
164634	108.00	PORAC
164635	10,801.94	Q PRESS
164636	110.00	QIAN WANG
164637	625.00	SALVADOR'S IRON WORKS
164638	32.47	SANDERS LOCK & KEY
164639	139.97	CONNECTA SATELLITE SOLUTIONS LLC
164640	99.20	SCHERER, ERIC
164641	488.47	THE SHERWIN-WILLIAMS CO.
164642	6,961.00	SIERRA PACIFIC ELEC. CONTRACTING
164643	178.92	SOUTHEAST CONSTRUCTION PRODUCTS INC
164644	1,701.00	SOUTHERN CALIF. REG. RAIL AUTH.
164645	82.14	SOUTHERN CALIFORNIA EDISON
164646	788.03	STAPLES CREDIT PLAN
164647	82.00	STEPHANIE SAN PAOLO
164648	5,789.50	SUPERIOR COURT OF CA,COUNTY OF L.A.
164649	74,082.10	SURF CITY AUTO GROUP
164650	4,239.39	T-MOBILE
164651	55.00	TANIA PEREZ
164652	14.00	TESSA NILO
164653	700.00	THE DOMINGUEZ GROUP
164654	423.06	TK ELEVATOR CORPORATION
164655	3,411.62	TPX COMMUNICATIONS
164656	308.00	TRANSUNION RISK & ALTERNATIVE DATA
164657	137.00	TRIAY, AMANDA
164658	2.43	UPS
164659	1,400.00	VICTOR SANTILLAN
164660	291.67	WAGEWORKS, INC.
164661	25.68	WALTERS WHOLESALE ELECTRIC CO.
164662	1,920.49	WAXIE SANITARY SUPPLY
164663	4,070.23	WM CORPORATE SERVICES, INC.
164664	341.23	YE, DONALD
164665	80.00	YOUNG OH
164666	8,152.50	ZOLL MEDICAL CORPORATION
164667	139.00	TANYA CARTER
164668	286.94	CDW GOVERNMENT, INC.
164669	139.00	JESSICA GALINDO
164670	143.45	GUZMAN, ISABELLA
164671	104.91	JAIMES, JESUS
164672	143.45	LOPEZ, CHRISTY
164673	52.45	LUO, ELIZABETH
164674	418.35	ODP BUSINESS SOLUTIONS, LLC
164675	562.50	TECHNOLOGY MANAGEMENT CONCEPTS
EFT	1,668.76	AMAZON CAPITAL SVCS - LVPD
EFT	4,228.43	BABCOCK LABORATORIES, INC.
EFT	130.00	BEE REMOVALS
EFT	960.00	BSK ASSOCIATES
EFT	1,750.00	CALIBER COMMERCIAL POOL SERVICE
EFT	25,000.00	CALIFORNIA JPIA
EFT	128.32	COLLEGIATE PRESS

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS - EXHIBIT A

6/15/2023

CHECK NO.	AMOUNT	ISSUED TO
EFT	26,498.12	DEPARTMENT OF HEALTH CARE SERVICES
EFT	4,052.00	ENVIRONMENT CONTROL PUENTE HILLS
EFT	604.80	ANTHONY GIRON
EFT	111.07	GRAINGER
EFT	1,125.00	GREENSCAPE MAINTENANCE SERVICES, INC.
EFT	385.88	HAAKER EQUIPMENT CO.
EFT	1,940.13	HACH COMPANY
EFT	1,371.60	HASA, INC.
EFT	5,154.45	HI-WAY SAFETY INC.
EFT	14,241.78	INTER-CON SECURITY SYSTEMS, INC.
EFT	7.50	KRONOS INCORPORATED
EFT	404.29	L.N. CURTIS AND SONS
EFT	225.00	LA VERNE CHAMBER OF COMMERCE
EFT	25.00	LA VERNE POWER EQUIPMENT, INC.
EFT	17.98	POMONA TRUCK & AUTO SUPPLY
EFT	1,540.00	QUALITY CODE PUBLISHING, LLC
EFT	60,300.57	RKA CONSULTING GROUP
EFT	5,402.61	SALT WORKS, INC.
EFT	130.00	TERRY'S TESTING, INC.
EFT	120.00	THREE VALLEYS MUNICIPAL WATER DISTRICT
EFT	2,377.56	TURBO DATA SYSTEMS, INC.
EFT	123.75	UNDERGROUND SERVICE ALERT OF SO CAL
EFT	5,856.14	WEST COAST ARBORISTS
EFT	1,047.36	WESTERN WATER WORKS
	<u>728,951.07</u>	
	10,608.51	Total LAIMPACT Demands
Total Demands	<u>\$ 739,559.58</u>	

LAIMPACT Law Enforcement Task Force Demands

164676	692.26	CBE LOS ANGELES
164677	315.07	DIGITAL AIRWARE LLC
164678	24.46	FEDERAL EXPRESS CORPORATION
164680	105.00	SOUTHLAND SHREDDING, INC.
164681	1,187.52	STAPLES BUSINESS CREDIT
164682	284.20	TRANSUNION RISK & ALTERNATIVE DATA
MULTIPLE	8,000.00	LAI ENFORCEMENT OPERATIONS
Total	<u>\$ 10,608.51</u>	

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
6/22/2023

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

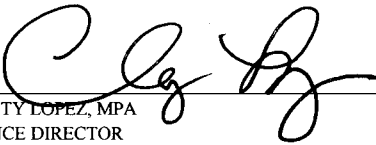
LARGEST 10 CITY DEMAND PAYMENTS OTHER THAN PAYROLL AND RELATED BENEFITS.

	AMOUNT	ISSUED TO	DESCRIPTION
1.	92,386.27	STRATEGIC CONTRACTING SERVICES	PAYROLL 5/28/23 - 6/10/23 & 6/1/23-6/15/23 (LA HIDTA)
2.	90,238.03	NATIONAL AUTO FLEET GROUP	(2) FORD F150 CREW
3.	66,500.00	NOBEL SYSTEMS	ANNUAL SUBSCRIPTIONS
4.	30,105.07	DELL MARKETING LP	POWEREDGE SERVERS (LA HIDTA)
5.	29,491.23	GREENSCAPE MAINTENANCE SERVICES, INC.	JUNE 2023 MAINTENANCE/WEED ABATEMENT/MISC. REPAIRS
6.	23,571.52	AARDVARK	BALLISTIC OUTER VESTS & CARRIERS
7.	16,047.53	CALIFORNIA FUELS AND LUBRICANTS	FUEL
8.	15,993.13	OES OFFICE FURNITURE	OFFICE FURNITURE - CAPTAIN & LIEUTENANT
9.	15,480.00	MATRIX CONSULTING GROUP	POLICE STAFFING STUDY
10.	14,102.00	GARCIA'S FENCE CORP.	INSTALL FENCING
	69,097.41	OTHER DEMANDS	
	\$ 463,012.19		

DEMANDS OF \$21,434.55 WERE PAID ON BEHALF OF LA IMPACT FOR LAW ENFORCEMENT TASK FORCE OPERATIONS.

DEMANDS OF \$998,621.13 WERE PAID FOR PAYROLL AND EMPLOYEE BENEFIT RELATED ITEMS.

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

6/22/2023

CHECK NO.	AMOUNT	ISSUED TO
164693	23,571.52	AARDVARK
164694	82.00	AKVILE DEFAZIO
164695	95.00	ALYSHA WILLERT
164696	143.00	AMABEL AYALA
164697	1,601.37	AT&T MOBILITY
164698	420.00	BENTZ, MICHAEL
164699	16,047.53	CALIFORNIA FUELS AND LUBRICANTS
164700	1,489.00	CALIFORNIA PEST MANAGEMENT, INC.
164701	178.14	CASA COLINA HOSPITAL
164702	80.00	CHRISTINA JACOBO
164703	101.05	COLLEY FORD
164704	129.00	DAVIS COOK
164706	25.00	DEPARTMENT OF MOTOR VEHICLES
164707	181.00	DOMINICK, SAM
164708	7,898.25	ECONOLITE SYSTEMS, INC.
164709	48.00	ELIZABETH RUDOLPH
164710	800.00	EMPLOY AMERICA
164711	815.91	EWING IRRIGATION PRODUCTS
164712	568.39	FACTORY MOTOR PARTS
164713	31.98	FLUID TECH
164714	3,811.21	FULLER TRUCK ACCESSORIES
164715	14,102.00	GARCIA'S FENCE CORP.
164716	129.00	GLAZE, ANDREW
164717	1,140.00	GOLD COAST TOURS
164718	150.38	GOLDEN STATE WATER COMPANY
164719	1,765.37	GORM, INC.
164720	2,726.08	HOLLIDAY ROCK CO.
164721	420.00	JACQUES, MICHAEL
164722	110.00	JUAN VILLALOBOS
164723	1,000.00	JUANITA RODRIGUEZ-UBALLEZ
164724	55.00	KARINA CUMMINGS
164725	7,328.10	KEITH L. KILMER
164726	37.50	KIDMAN LAW LLP
164727	337.80	LESLIE'S POOLMART, INC.
164728	15,480.00	MATRIX CONSULTING GROUP
164729	795.00	MCLAY SERVICES, INC.
164730	64.82	MCMASTER-CARR SUPPLY CO.
164731	95.00	MOLLY JUNG
164732	77.20	MX FACTOR
164733	90,238.03	NATIONAL AUTO FLEET GROUP
164734	1,500.00	NOBBS, CONNOR
164735	15,993.13	OES OFFICE FURNITURE
164736	20.00	PABON CONSTRUCTION
164737	3,788.10	PARADISE EMBROIDERY & SCREEN PRINT
164738	576.25	POSTAL ANNEX
164739	535.45	PRISTINE UNIFORMS
164740	270.00	PRIYANK SHARMA
164741	378.80	REGIONAL TAP SERVICE CENTER
164742	625.00	BRAD SANDONA
164743	142.24	SO CAL GAS CO
164744	597.50	SOUTHLAND MECHANICAL, INC.
164745	214.47	STOTZ EQUIPMENT
164746	574.18	THOMPSON, CORY
164747	151.56	TRILOGY MEDWASTE WEST, LLC
164748	103.84	WAXIE SANITARY SUPPLY
164749	2,537.50	WILLDAN
164750	327.14	XEROX CORPORATION
164751	1,127.50	YWCA SAN GABRIEL VALLEY
164686	751.55	APPLE INC.
164687	349.99	CHARTER COMMUNICATIONS

CHECK NO.	AMOUNT	ISSUED TO
164688	294.25	KENNETH CORDRAY
164689	30,105.07	DELL MARKETING LP
164690	38.01	FEDEX
164691	950.00	JASON HUNTER
164692	1,073.81	ODP BUSINESS SOLUTIONS, LLC
EFT	910.50	AMAZON CAPITAL SVCS - LVPD
EFT	128.00	BEE REMOVERS
EFT	49.60	COLLEGIATE PRESS
EFT	735.89	COMMERCIAL DOOR COMPANY, INC.
EFT	213.14	GRAINGER
EFT	29,491.23	GREENSCAPE MAINTENANCE SERVICES, INC.
EFT	670.72	INTERSTATE BATTERY INLAND VALLEY
EFT	11,280.00	LA VERNE CHAMBER OF COMMERCE
EFT	66,500.00	NOBEL SYSTEMS
EFT	172.03	POMONA TRUCK & AUTO SUPPLY
EFT	112.00	RADC, INC.
EFT	335.00	RKA CONSULTING GROUP
EFT	257.84	SOUTH COAST EMERGENCY VEHICLE
EFT	181.00	TRUBIN, VLADIMIR
EFT	861.05	WESTERN WATER WORKS
EFT	1,533.95	RAINA PANDIT
EFT	92,386.27	STRATEGIC CONTRACTING SERVICES
	463,012.19	
	998,623.13	Total Payroll Demands
	21,434.55	Total LA IMPACT Demands
Total Demands	\$ 1,483,069.87	

Payroll and Employee Benefit Payments:

164752	480.00	EMPLOYEE FUND, CITY OF LA VERNE
164753	300.00	FIDELITY INVESTMENTS #P0754
164754	886.30	L.A. COUNTY SHERIFF'S DEPARTMENT
164755	259.51	HEATHER REYES
164756	9.00	UNITED WAY CAMPAIGN
BANK DRAFT	125,630.54	UNITED STATES TREASURY
BANK DRAFT	41,997.78	STATE OF CALIFORNIA
BANK DRAFT	1,020.38	STATE DISBURSEMENT BD0005689
BANK DRAFT	163,489.00	STATE OF CALIFORNIA
BANK DRAFT	24,666.26	EMPOWER TRUST COMPANY, LLC-457
BANK DRAFT	5,634.43	EMPOWER TRUST COMPANY, LLC-ROTH
BANK DRAFT	6,893.42	EMPOWER TRUST COMPANY, LLC-401A
BANK DRAFT	617,982.46	PAYROLL 06/04/2023-06/17/2023
EFT	4,052.97	CHARLES SCHWAB BANK
EFT	2,987.00	LA VERNE FIRE ASSOCIATION
EFT	2,334.08	LA VERNE POLICE OFFICERS ASSOCIATION
Total	\$ 998,623.13	

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

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS - EXHIBIT A

6/22/2023

CHECK NO.	AMOUNT	ISSUED TO
Mass Mutual Roth		Roth plan
Lincoln National		Replacement Social Security plan
Fire/Police/La Verne Employee		Employee Group Dues

LA IMPACT Law Enforcement Task Force Demands

164683	\$	8,634.55	CITY OF PASADENA
164685		300.00	NUWAY JANITORIAL SERVICES
MULTIPLE	\$	12,500.00	LAW ENFORCEMENT OPERATIONS
Total	\$	21,434.55	

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

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS
6/29/2023

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.

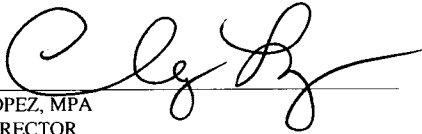
SUMMARY OF DEMANDS

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

	AMOUNT	ISSUED TO	DESCRIPTION
1.	155,662.28	NATIONAL AUTO FLEET GROUP	(4) NEW FORD F-150
2.	47,532.55	MOTOROLA SOLUTIONS, INC.	RADIO REPLACEMENTS
3.	47,532.55	AARDVARK	RIFLE SHIELDS/TACTICAL VESTS/HELMET ADAPTER MOUNTS
4.	30,296.54	SDI PRESENCE LLC	MAY 2023 SERVICES
5.	24,594.70	CJPIA EXCESS POOL	JUNE 2023
6.	24,174.70	GREENSCAPE MAINTENANCE SERVICES INC.	JUNE 2023 SERVICES/TREE TRIMMING/WEED ABATEMENT
7.	20,880.11	HI STANDARD AUTOMOTIVE, LLC	INSTALL EMERGENCY EQUIPMENT
8.	18,140.81	GENTRY BROTHERS, INC.	REMOVE/INSTALL TO SEWER MANHOLE
9.	18,000.00	ROGER BASS	CONTRACTING SERVICES - JUNE 2023 (LA HIDTA)
10.	16,852.33	DEROIAN VENTURES LLC	CONTRACTING SERVICES - JUNE 2023 (LA HIDTA)
	<u>270,251.27</u>	OTHER DEMANDS	
	\$ 626,385.29		

DEMANDS OF \$88,945.98 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

6/29/2023

CHECK NO.	AMOUNT	ISSUED TO
164757	\$ 30,296.54	AARDVARK
164759	363.79	AIR EXCHANGE, INC.
164760	96.00	ALMA CHAGOLLA
164761	195.00	AMERICAN TANK TESTING
164762	8,980.00	ELIZABETH RENEE ROMERO
164763	143.20	ANDREW DELA CRUZ
164764	55.00	ASHLEY REYES
164765	5,320.06	ATHENS INSURANCE SERVICE, INC.
164766	749.70	ATKINSON,ANDELSON,LOYA,RUUD & ROMO
164767	201.40	AXON ENTERPRISE, INC.
164769	209.34	JENNIFER BROWN
164770	10.00	BURRO CANYON SHOOTING PARK
164771	225.00	CALIFORNIA PEST MANAGEMENT,INC.
164772	71.60	CATHY WANG
164774	348.66	CHARTER COMMUNICATIONS
164776	48.00	CINDY UY
164777	563.50	RSVP
164778	1,600.00	COLD DUCK
164779	36.40	ALYSSA CORTEZ
164780	2,043.27	CPAC, INC.
164782	144.00	CRYSTAL KNIGHT
164783	215.49	CHRISTOPHER CUADRAS
164784	703.56	CUSTOM WATER, INC.
164785	3,307.50	D. HAUPTMAN CO., INC.
164786	175.00	D.F. POLYGRAPH
164788	825.00	DEPARTMENT OF JUSTICE
164789	65.00	DIANE BARNES
164791	3,926.11	THE EMBLEM AUTHORITY
164792	525.57	EWING IRRIGATION PRODUCTS
164793	59.43	FACTORY MOTOR PARTS
164794	66.92	JUSTINE FINN
164796	1,900.00	FOAM DESIGN GROUP INC.
164797	290.00	FRONTIER COMMUNICATIONS
164799	18,000.00	GENTRY BROTHERS, INC.
164800	60.00	STUART HAVLICEK
164802	18,140.81	HI STANDARD AUTOMOTIVE, LLC
164803	2,510.12	HINDERLITER, DE LLAMAS & ASSOCIATES
164804	260.00	IMS REFRIGERATION, INC.
164805	1,569.60	INLAND EMPIRE STAGES, LTD.
164806	14,973.33	INLAND VALLEY HUMANE SOCIETY
164807	27.84	INMARK
164808	108.76	INNOVATION AND TECHNOLOGY DEPT.
164810	48.00	JENNIFER BANUELOS
164811	110.00	JEREMY MERCADO
164812	71.60	JERRY HERNANDEZ
164813	71.60	JIA ZHOU
164814	214.80	JOSEPH WANG
164815	48.00	JULIETA BAUTISTA
164817	126.80	KIEFER AQUATICS
164818	324.13	KYOCERA DOCUMENT SOLUTIONS WEST LLC
164819	32.13	LA VERNE CAR WASH
164820	2,000.00	LA VERNE PETTY CASH
164821	1,249.50	LEAGUE OF CALIFORNIA CITIES
164824	725.43	LESLIE'S POOLMART, INC.
164826	3,760.00	LIEBERT CASSIDY WHITMORE
164827	3,482.03	LIFE-ASSIST
164828	25.00	LORENA FABBRI
164829	71.60	LORENA LARSON
164830	75.00	LOS ANGELES COUNTY CLERK/REGISTRAR
164831	56.99	THOMAS LOZANO
164832	8,346.00	MAIN STREET TOURS
164833	48.00	MARISSA TARBELL

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS - EXHIBIT A

6/29/2023

CHECK NO.	AMOUNT	ISSUED TO
164834	96.00	MAURA MONTELLANO
164835	117.83	MCMASTER-CARR SUPPLY CO.
164838	3,611.20	MORROW MEADOWS CORP
164839	47,532.55	MOTOROLA SOLUTIONS, INC.
164840	55.00	NANCY BATEMAN
164841	155,662.28	NATIONAL AUTO FLEET GROUP
164842	1,042.28	NORTH AMERICAN RESCUE, LLC
164843	50.24	ODP BUSINESS SOLUTIONS, LLC
164844	1,280.73	OES OFFICE FURNITURE
164846	40.90	PARADISE EMBROIDERY & SCREEN PRINT.
164848	159.00	PERMECO
164849	15,313.26	CITY OF POMONA
164852	150.49	JASON PROWS
164853	36.40	DAISY PULIDO
164854	48.00	QIAN WANG
164855	2,996.34	RANCHO JANITORIAL SUPPLIES
164856	110.00	RENATA MARTINEZ
164857	535.64	RHINO LININGS OF ORANGE COUNTY
164858	8,115.16	INTERSTATE BILLING SERVICE INC
164859	70.00	SAFESHRED COMPANY, INC.
164861	191.66	SAM'S CLUB/SYNCHRONY BANK
164862	182.72	SANDERS LOCK & KEY
164863	71.60	SARA POPE
164865	1,335.00	SCMAF-SAN GABRIEL VALLEY
164866	24,594.70	SDI PRESENCE LLC
164868	43.36	THE SHERWIN-WILLIAMS CO.
164870	922.53	SO CAL INDUSTRIES
164871	2,603.45	SOUTHERN CALIFORNIA NEWS GROUP
164872	9,257.00	SOUTHLAND MECHANICAL, INC.
164873	450.00	THE COUNSELING TEAM INTERNATIONAL
164874	500.00	THE HABIT BURGER GRILL
164876	1,141.03	TOM'S MEN'S WEAR & UNIFORMS, INC.
164877	96.00	TRAM VO
164878	57.00	TYLER R. CHIPOT
164880	30.23	UPS
164881	2,725.49	VERIZON WIRELESS
164882	48.00	VIRGINIA SALCIDO
164883	351.24	WAGeworks, INC.
164884	138.65	WALTERS WHOLESALE ELECTRIC CO.
164885	2,412.78	WELLS FARGO VENDOR FINANCIAL SVCS
BANK DRAFT	4,115.22	SO CAL GAS CO
EFT	873.15	ALL STATE POLICE EQUIPMENT CO.
EFT	2,181.44	AMAZON CAPITAL SVCS-LVPD
EFT	1,249.48	CALIBER COMMERCIAL POOL SERVICE
EFT	9,356.00	CIVICPLUS, LLC
EFT	24,174.70	CJPIA EXCESS POOL
EFT	132.28	COLLEGIATE PRESS
EFT	10,964.00	ENVIRONMENT CONTROL PUENTE HILLS
EFT	20,880.11	GREENSCAPE MAINTENANCE SERVICES INC.
EFT	3,881.96	HACH COMPANY
EFT	115.27	HAROUTUNIAN, TODD
EFT	1,380.94	HASA, INC.
EFT	85.98	HI-WAY SAFETY INC.
EFT	849.71	ORANGE LINE OIL COMPANY
EFT	625.00	RKA CONSULTING GROUP
EFT	4,250.00	RPW SERVICES, INC.
EFT	260.00	SHADES TINTING
EFT	289.18	TIFCO INDUSTRIES, INC.
EFT	8,994.33	WEST COAST ARBORISTS, INC.
EFT	7,024.51	WITTMAN ENTERPRISES, LLC
EFT	7,250.00	CORDRAY ENTERPRISES, LLC
EFT	16,021.50	DEROIAN VENTURES LLC

CITY OF LA VERNE
REGISTER OF AUDITED DEMANDS - EXHIBIT A

6/29/2023

CHECK NO.	AMOUNT	ISSUED TO
EFT	5,450.00	GROUND ZERO TECHNOLOGIES LLC
EFT	13,907.08	LIBERTY COASTAL LLC
EFT	5,100.00	MARLYN PACHECO LLC
EFT	11,000.00	MICHAEL W. TYNES
EFT	14,326.97	OWSLEY ENTERPRISES LLC
EFT	16,852.33	ROGER BASS
EFT	10,321.30	STRATEGIC CONTRACTING SERVICES
	<u>626,385.29</u>	
	88,945.98	Total LAIMPACT Demands
Total Demands	<u>\$ 715,331.27</u>	

LAIMPACT Law Enforcement Task Force Demands

164887	700.50	BANK OF AMERICA
164888	8,634.55	CITY OF PASADENA
164891	3,891.78	ROTORCRAFT SUPPORT, INC.
164892	67,719.15	ROTORCRAFT SUPPORT, INC.
MULTIPLE	8,000.00	LAI ENFORCEMENT OPERATIONS
Total	<u>\$ 88,945.98</u>	

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, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Cody A. Howing, City Engineer

SUBJECT: ADOPTION OF RESOLUTION TO DECLARE INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 11-1, (ANNEXATION 23-1)

SUMMARY

The City Council approved Final Tract Map No. 83353 (Brandywine), located at 3717 Fruit Street on June 6, 2022. The map and related project were conditioned to complete annexation into the City's Community Facilities District (CFD) No. 11-1. Pursuant to the Mello-Roos Community Facilities Act of 1982, adoption of a Resolution of Intention is required to initiate the annexation process.

RECOMMENDATION

Adopt the attached Resolution No. 23-44 titled, "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 11-1 OF THE CITY OF LA VERNE AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN TO FINANCE CERTAIN FIRE SERVICES," declaring the City's intention to annex Lot 1 of Tract Map No. 83353 ("11-1 Annexation Area No. 23-1") into CFD No. 11-1 of the City of La Verne and to set the public hearing for August 21, 2023, at 6:30 p.m. in the Council Chambers during the regular meeting of the City Council.

DISCUSSION

In 2011 the La Verne City Council adopted Resolution No. 11-18 to declare intention to establish CFD No. 11-1. At the May 2, 2011, meeting of the City Council, balloting was completed and Resolution 11-31 was adopted to form and establish CFD No. 11-1. Ordinance No. 1023 was later adopted establishing the rate and method of apportionment for CFD No. 11-1.

During the planning and development stages of CFD No. 11-1, it was anticipated that vertical construction would likely increase within the City as it allows for greater density. In that review process, the La Verne Fire Department identified Standard No. 1710 of the National Fire Protections Association as recommending a minimum aerial ladder truck staffed with four firefighters as part of a total response effort of including 15 firefighters for a first alarm structure fire. Prior to the CFD No. 11-1 establishment, the City's Fire Department was deploying ten firefighters and relying on assistance from LA County Fire for the remainder of the staffing needs.

Further analysis conducted prior to the formation of the CFD No. 11-1 identified that to respond with the recommended staffing and equipment, annual costs for that service would be approximately \$2.2 million on an annual basis in 2011 dollars.

This noted budget impact to provide the subject emergency services was identified during the City's 2007 strategic Planning Workshop and thus the establishment of a CFD for this service was recommended. The CFD would result in the levy of a special tax on the qualifying projects and properties to aid in supporting the otherwise special benefit provided by the recommended emergency service equipment and personnel.

The projects that met the criteria for the additional services include buildings that exceed three stories or 35 feet in height or require fire flow of 3,499 gallons per minute (GPM). These qualifying buildings pose added challenges for the Fire Department to protect as well as respond to.

The project located at 3717 Fruit Street is comprised of 50 interlocking townhomes spread across seven buildings. All seven of the buildings meet the required criteria for the noted Fire Department services intended for CFD No. 11-1 to assist in supporting the costs. Currently the site is a single parcel identified as Lot 1 of Tract Map No. 83353. As construction continues to progress towards completion and once the project's Condominium Map is recorded, the specific units and the respective assessment will be assigned to the new assessor parcel numbers created.

FISCAL ANALYSIS

Costs associated with the annexation of Lot 1 in to CFD No. 11-1 as described on Tract Map 83353 are the burden of the project applicant.

As approved on June 19, 2023, the Fiscal Year (FY) 2023-24 CFD No. 11-1 Special Tax Levy rate is \$0.6184 on a per square foot basis for buildings that have been issued final occupancy by the City, or \$0.3092 for buildings that have been permitted for construction.

The project located at 3717 Fruit Street has units that vary from 1,243 SF to 1,618 SF. The respective full annual assessment for the units would range from \$768.67 to \$1,000.57 if applying the FY 2023-24 full rates to the project. If the full rate was to be applied to the 50 units within the project, the project is estimated to generate \$44,929.73 annually in 2023 dollars. Given the current status of the buildings as being permitted for construction, the actual rate levied will be 50% of the full rate for a FY 2023-24 total assessment of \$22,464.87. Based on current construction progression it's anticipated that the full project will be completed during FY 2023-24 and thus assessment for the FY 2024-25 tax roll is likely to be levied at the occupied rate as adjusted by the future Consumer Price Index (CPI) rate not to exceed 3% annually.

For the parcels currently on the tax roll for CFD No. 11-1 the projected revenue generated for FY 2023-24 is estimated to be \$177,059.67. This proposed annexation will contribute an increase of approximately 26% in assessable square footage in the CFD No. 11-1. While the current revenue projections from the assessable land subject to the CFD No.

11-1 is well below the \$2.2 million budget impact, the proposed annexation of 3171 Fruit Street further assists in offsetting the costs of the recommended equipment and staffing.

ENVIRONMENTAL ANALYSIS

Not applicable

LEGAL REVIEW

The City Attorney has reviewed the item.

ATTACHMENTS

1. Resolution No. 23-44
2. Annexation Map No. 23-1 Community Facilities District No. 11-1

RESOLUTION NO. 23-44

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY INTO COMMUNITY FACILITIES DISTRICT NO. 11-1 OF THE CITY OF LA VERNE AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN TO FINANCE CERTAIN FIRE SERVICES

WHEREAS, the City Council of the City of La Verne, California, (the "Council"), as the legislative body of Community Facilities District No. 11-1 (the "District" or "CFD No. 11-1"), has previously initiated the proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, for the formation of the District, has held public hearings, conducted elections and received a favorable vote from the qualified electors of the District relating to the levy of a special tax in the District, and authorized pursuant to the terms and provisions of the Act; and

WHEREAS, this Council, authorized by Section 53340 of the California Government Code, has adopted Ordinance No. 1023 authorizing the levy of special taxes and established the rate and method of apportionment in such Community Facilities District; and

WHEREAS, the services provided by the District include fire and suppression and prevention services, including but not limited to the cost of personnel, equipment and apparatus necessary to meet the increased demand for such services resulting from new development within the CFD No. 11-1; and

WHEREAS, the existing territory includes various developments located within the jurisdictional boundaries of the City of La Verne that meet the criteria of the established District including buildings of three or more stories, or exceeding a height of thirty-five feet, or requiring fire flow of 3,499 GPM or other required GPM

fire flow amount as may be designated in the future by the Insurance Service Office (ISO); and

WHEREAS, the Council has determined pursuant to Section 53339.2 of the Act that public convenience and necessity require that territory be added to the CFD and at this time desires to initiate proceedings to annex additional areas within the jurisdictional boundaries of the City of La Verne into CFD No. 11-1 pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California for the purpose of financing certain fire services.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of La Verne as follows:

Section 1. That the above recitals are all true and correct.

Section 2. The proposed area of annexation into CFD No. 11-1 includes that area described as Lot 1 of Tract Map 83353 as recorded in the County of Los Angeles, Map Book 1435, Pages 37 and 38. The exterior boundaries of the area to be annexed (“11-1 Annexation Area No. 23-1”) are hereby specified and described to be as shown on that certain map now on file in the office of the City Clerk entitled “Annexation Map No. 23-1 Community Facilities District No. 11-1 (Fire Services)” which map indicates by a boundary line the extent of the territory included in Annexation Area No. 23-1 and shall govern for all details as to the extent of Annexation Area No. 23-1. On the original and one copy of the map of such Annexation Area No. 23-1 on file in the City Clerk’s office, the City Clerk shall endorse the certificate evidencing the date of adoption of this Resolution. The Assistant City Clerk shall file the original of such map in her office and, within fifteen (15) days after the adoption of this Resolution, the City Clerk shall file a copy of such map so endorsed in the records of the County Recorder, County of Los Angeles, State of California.

Section 3. It is the intention of the City Council to finance certain types of fire services that are in addition to those provided in the territory within Annexation Area No. 23-1, prior to the annexation of Annexation Area No. 23-1 into the CFD and do not supplant services already available within the territory proposed to be annexed into the CFD, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The annexation of Annexation Area No. 23-1 will not result in any change to the special tax rates levied in CFD No. 11-1 prior to such annexation. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act. A general description of the fire services to be financed is as follows:

Fire suppression and prevention services, including but not limited to the cost of personnel, equipment and apparatus necessary to meet the increased demand for such services resulting from the development within CFD No. 11-1.

Section 4. It is hereby further proposed that, except where funds are otherwise available, a special tax sufficient to finance such services (the “Special Taxes” and as defined in Exhibit A) and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in CFD No. 11-1, will be levied annually within the boundaries of Annexation Area No. 23-1 to CFD No. 11-1. For further particulars as to the rate and method of apportionment of the proposed Special Taxes, reference is made to Exhibit A which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the territory of the CFD No. 11-1 annexation area to clearly estimate the maximum amount they will have to pay for such services. The conditions under which the obligation to pay the Community Facilities Special Tax may be permanently satisfied may, at the sole discretion of the City Council, acting as the legislative body of CFD No. 11-1, be set forth and established by resolution thereof.

The maximum Special Tax applicable to a parcel as set forth in Exhibit A, is specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to tax, and such amount shall not be increased over time by an amount in excess of 2 percent per year. Under no circumstances will the Special Tax to be levied against any parcel be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the proposed Annexation Area No. 23-1.

The Special Taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes or in such other manner as this City Council or its designee shall determine, including direct billing of the affected property owners. Such Special Taxes shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any Special Taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the District.

Section 5. A public hearing (the “Hearing”) on the annexation of Annexation Area No. 23-1 into CFD No. 11-1 and the proposed rate and method of apportionment of the Special Tax shall be held on August 21, 2023 at 6:30 PM or as soon thereafter as practicable, at the chambers of the City Council located at 3360 “D” Street, La Verne, California.

Section 6. At the time and place set forth above for the hearing, any interested person for or against the annexation of Annexation Area No. 23-1 to CFD No. 11-1 or the levying of special taxes within the proposed Annexation Area No. 23-1 will be heard.

Section 7. The Assistant City Clerk is hereby directed to publish a notice (“Notice”) of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the CFD 11-1 and proposed Annexation Area No. 23-1. In addition, the Notice of Public Hearing shall be mailed, postage prepaid, to each property owner within the boundaries of existing CFD No. 11-1 and the proposed area to be annexed; such mailing to the property owners shall be to the address as shown on the last equalized roll. Such

mailing shall be completed at least fifteen (15) days prior to the date set for the public hearing.

Section 8. If, following the public hearing described in the section above, the City Council determines to annex said Annexation Area No. 23-1 described as Lot 1 of Tract No. 83353 (and depicted in the boundary map on file in the City Clerk's Office) into CFD No. 11-1, the City Council shall submit the question to the qualified electors of CFD No. 11-1 and Annexation Area No. 23-1. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have not been registered to vote within the CFD 11-1 for each of the ninety (90) days preceding the close of the public hearing, the votes shall be registered by the landowners of the CFD No. 11-1 with each voter having one (1) vote. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have not been registered to vote within the Annexation Area No. 23-1 for each of the ninety (90) days preceding the close of the public hearing, the votes shall be registered by the landowners of the Annexation Area No. 23-1 with each voter having one (1) vote.

If following the public hearing described in the section above, Annexation Area No. 23-1 is annexed into CFD No. 11-1, and the City Council proposes to levy the Special Taxes within the annexed area, the City Council shall submit the question to the qualified electors of Annexation Area No. 23-1. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have not been registered to vote within the Annexation Area for each of the ninety (90) days preceding the close of the public hearing, the votes shall be registered by the landowners of the Annexation Area with each voter having one (1) vote.

A successful election relating to the Special Taxes authorization shall, as applicable, also establish the appropriations limit as authorized by Article XIIIB of the California Constitution as it is applicable to this CFD No. 11-1.

Section 9. The Mayor shall sign and the Assistant City Clerk shall attest to the passage of this resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 17th day of July 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

Tim Hepburn

ATTEST:

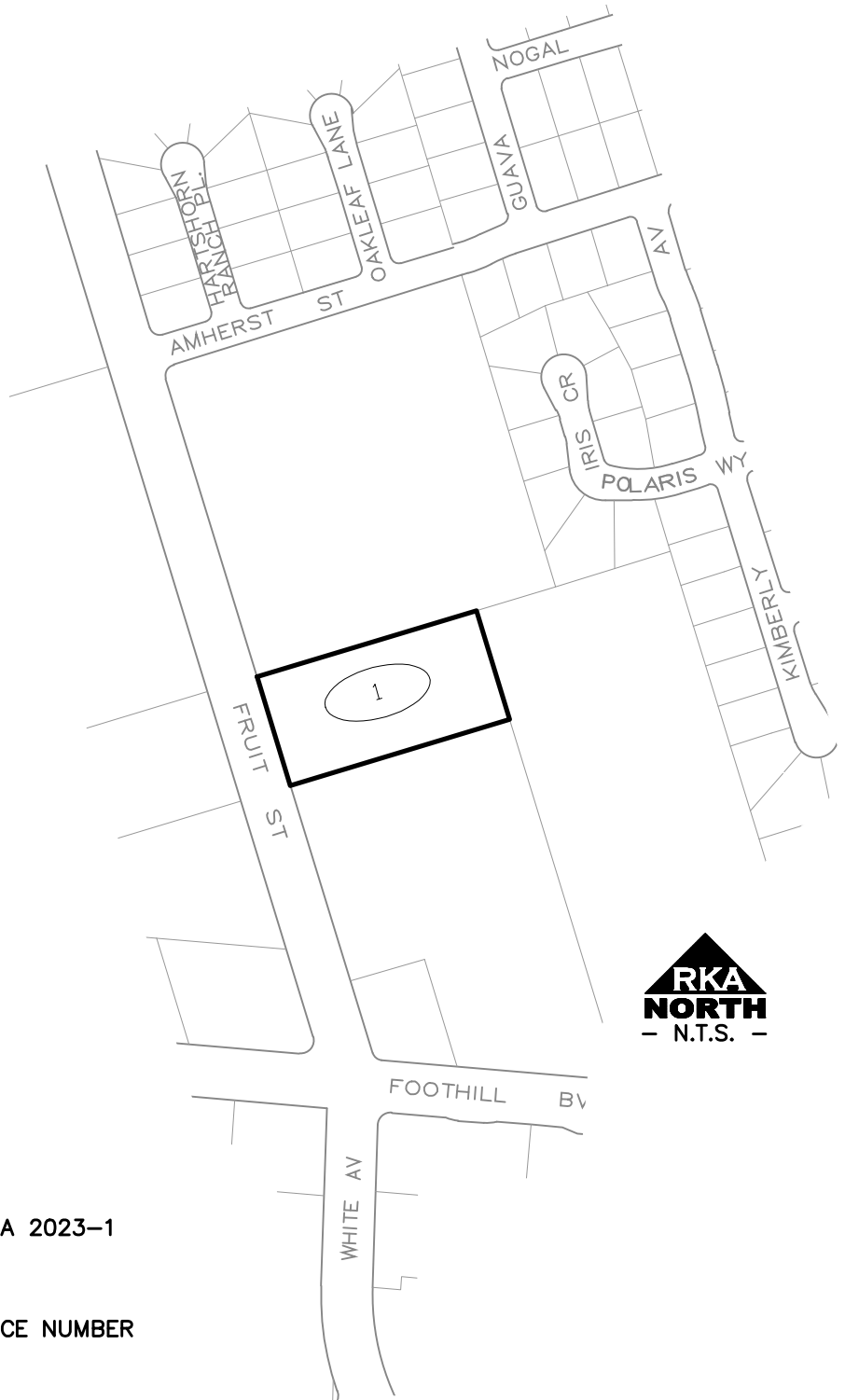
Lupe Estrella, Assistant City Clerk

I hereby certify that the foregoing Resolution No. 23-44 was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 17th day of July 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lupe Estrella, Asst. City Clerk

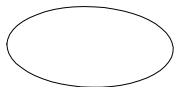
MAP OF CFD 11-1 PROPOSED ANNEXATION AREA 2023-1



LEGEND



ANNEXATION AREA 2023-1



PARCEL REFERENCE NUMBER



ANNEXATION AREA MAP

CFD 11-1
ANNEXATION 2023-1

DATE: 7/11/23	SCALE: NTS	DRAWN BY: CHOWING	SHEET: 1
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City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Cody A. Howing, City Engineer

SUBJECT: **AWARD OF CONTRACT FOR 2022-2023 CDBG SIDEWALK REPAIR PROJECT**

SUMMARY

The Public Works Department recently solicited bids for sidewalk repairs within the area bounded by 8th Street, Bonita Avenue, D Street, and White Avenue. The planned improvements include demolition and replacement of lifted or damaged sidewalk, and construction of accessible curb ramps. The project was advertised on June 9th and June 16th, 2023, with bid proposals received and opened via electronic platform "Planet Bids" on June 27, 2023.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-45, awarding a public works contract to TVR Construction Engineering LLC., the lowest, most responsible bidder, in the amount of \$65,600.00, authorize the City Manager to execute the contract, and authorize the Public Works Director to issue change orders not exceeding 25% of the construction budget.

DISCUSSION

On June 27, 2023, eight sealed bids were opened for the 2022-2023 Community Development Block Grant (CDBG) Sidewalk Repair Project. The work consists of furnishing all necessary materials, labor, tools, equipment, and services to remove and replace damaged or lifted sidewalk panels and construct accessible curb ramps.

Following is a summary of the bid results:

BIDDER	TOTAL
TVR Construction Engineering LLC	\$65,600.00
Hardy and Harper Inc.	\$80,400.00
FS Construction Inc.	\$84,000.00
CT&T Concrete Paving	\$95,500.00
LCR Earthwork & Engineering Corp.	\$105,000.00
We R Builders Inc.	\$116,193.00
CJ Concrete Construction Inc.	\$117,400.00
Her-Con Construction Services Inc.	\$191,960.22

The engineer's estimate for the project was \$110,000.00. As noted in the prior summary of bids submitted, the bids ranged from \$65,600.00 to \$191,960.22. Staff has evaluated

the bid of the apparent low bidder and found TVR Construction Engineering LLC. to be the lowest, most responsible, and responsive bid of the eight received. The firm has recently completed projects of similar scope in Montclair, Ontario, La Canada Flintridge, and Riverside. Staff have also verified the Contractor's license as active with the State Contractor License Board.

The proposed improvements are intended to enhance usability for pedestrians in the area. The project will notably address two curb ramps located on the east side of the intersection of D Street and 8th Street to eliminate architectural barriers and improve accessibility at the existing marked school.

Due to the favorable pricing submitted by TVR Construction Engineering LLC, staff is requesting that City Council extend the typical contingency allowances from 10% to 25% to increase the quantity of work covered by this contract. The repair locations that will be added to the project scope have been identified by Public Works staff as part of the preparation work to develop the base scope list bid on and are in the near vicinity of the project location. By extending the contract amount to an additional 25% above the bid price, the City can address additional areas considered for repair and further leverage the "economy of scale" to maintain and improve the City facilities in a cost-effective manner.

FISCAL ANALYSIS

The Fiscal Year 2023-24 Adopted Budget includes appropriations of \$100,000 within the Community Development Block Grant (CDBG) fund for this project. This amount adequately covers the bid cost of \$65,600 and allows for a 25% contingency of \$16,400. Thus, the total project cost amounts to \$82,000.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt from the California Environmental Quality Act, Section 15301 Existing Facilities, and City of La Verne environmental guidelines.

LEGAL REVIEW

The City Attorney has reviewed the item and the approved to form standard agreement.

ATTACHMENTS

1. Resolution No. 23-45
2. Agreement

RESOLUTION NO. 23-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING EXECUTION OF A PUBLIC WORKS CONTRACT WITH TVR CONSTRUCTION ENGINEERING, LLC FOR THE 2022-2023 CDBG SIDEWALK REPAIR PROJECT.

WHEREAS, the City Council of the City of La Verne, County of Los Angeles, State of California, has heretofore advertised for bids for the construction of a public works project; and,

WHEREAS, said bids have been opened at the time designated and considered by the City Engineer of the City of La Verne; and,

WHEREAS, said City Engineer has recommended to said City Council that the bid of TVR Construction Engineering LLC in the amount of \$65,600.00 is in accordance with plans, specifications and other data incidental to the obtaining of bids for such improvements, is the lowest and best responsible bid and should be accepted by the City Council; and,

WHEREAS, said bid has now been considered by the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Verne as follows:

Section 1. That said City Council does hereby find and determine that the bid of said Contractor is the lowest and best responsible bid for the construction of said project.

Section 2. That the contract for the construction of said project, as set forth, is in accordance with the plans, specifications and other data, and the same is hereby awarded to said Contractor subject to the following conditions:

- a. That said Contractor execute and deliver an appropriate contract covering said work;

- b. That the form of said contract shall be approved by the City Attorney for the City of La Verne;
- c. That said Contractor post with the City of La Verne appropriate bonds covering Faithful Performance, and Labor and Materials, both in the amount of the contract, as required by said specifications; and,
- d. That said Contractor provide the City of La Verne with certificates of insurance naming the City and the Engineer as additional insured in accordance with the contract documents.

Section 3. That the Mayor and City Clerk are hereby authorized on behalf of the City of La Verne to enter into a contract with said Contractor, for the construction of said project as set forth and in accordance with plans, specifications and other data therein referred to.

Section 4. That said City Council does hereby find and determine that this project is categorically exempt from the California Environmental Quality Act, Section 15301 – Existing Facilities, and the City of La Verne environmental guidelines and affirms the State's determination of a Categorical Exclusion under NEPA, 23 CFR 771.117(c): activity (c)(4)

Section 5. That the Mayor shall sign and the 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 17^h day of July, 2023.

Mayor Tim Hepburn

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

I, Lupe Gaeta Estrella, Assistant City Clerk of the City of La Verne, Do HEREBY CERTIFY that Resolution No. 23-45 was duly passed and adopted by the said City Council at a meeting of the said Council held on the 17th day of July, 2023 and passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of June, 2023, by and between the City of La Verne, a municipal Corporation, hereinafter called "Owner," and TVR Construction Engineering LLC, hereinafter called "Contractor."

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, said Contractor agrees with said Owner to perform and complete in a; workmanlike manner all work required under the Owner's Specifications entitled:

2022-23 CDBG SIDEWALK IMPROVEMENT PROJECT CDBG PROJECT NO. 602624-23

in accordance with the Specifications and Drawings thereof, to furnish at his own expense all labor, materials, equipment, tools, supplies, transportation, utilities, bonds and insurance, permits and services necessary therefore, except such materials, equipment and services as may be stipulated in said Specifications to be furnished by said Owner, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings as directed by the Engineer, said Owner will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

ARTICLE III: The Owner hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the condition as stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Notice Inviting Bids, Instruction to Bidders, Proposal, Information Required of Bidder, the General Conditions, Special Provisions and Technical Specifications, Drawings, and all Addenda issued by the Owner with respect to the foregoing prior to the opening of bids, area hereby incorporated in and made part of this Agreement.

AGREEMENT (continued)

ARTICLE V: All time limits stated in the Contract Documents are of the essence of this Agreement. No work, services, materials or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the Owner. Owner shall, with no liability to Contractor whatsoever, have an absolute right to withhold delivery of a Notice to Proceed until the statute of limitations for challenging the Owner's environmental review of this project has passed. Owner shall, also with no liability whatsoever to Contractor, have an absolute right to cancel this Agreement in the event that litigation is filed against the Owner challenging the Owner's environmental review of this project. Notwithstanding the foregoing, the Owner's said right to cancellation must be exercised not later than 45 days following the bid opening date, and before delivery of a Notice to Proceed to Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as of the day and year first above written.

OWNER Gergis Bebawy

BY  (Seal)

TITLE Owner

ATTEST:

Signature

Title

TVR Construction Engineering LLC
Gergis Bebawy (714) 927-8664
License# 1064223
gergisk@gmail.com

Contractor (Seal)

BY

Title

CONTRACTOR'S SIGNATURES MUST BE NOTARIZED AND THE NOTARY ACKNOWLEDGMENT MUST SPECIFY THAT THE SIGNER OF THE AGREEMENT IS AUTHORIZED TO EXECUTE THE AGREEMENT. THE OWNER'S ATTORNEY SHALL DETERMINE THE SUFFICIENCY OF CONTRACTOR'S SIGNATURES, AND MAY REQUIRE NOTARIZED SIGNATURES FROM TWO OFFICERS IN THE EVENT THAT CONTRACTOR IS A CORPORATION.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RIVERSIDE

On 06/26/2023 before me, AUBREY RHOADES, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared GERGIS KEBAWY

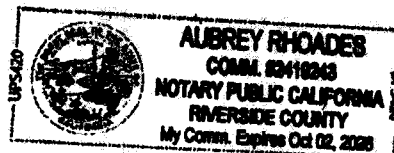
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207164-892384

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aaron M. Steffy, Lisa M. Battista

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto his 21st day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PROPOSAL

The undersigned bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all work required under the Agency's Specifications entitled:

2022-23 CDBG SIDEWALK IMPROVEMENT PROJECT CDBG PROJECT NO. 602624-23

in accordance with the intent of said Specifications, Drawings and all Addenda issued by said City prior to opening of the proposals.

Said bidder agrees that, within 10 calendar days after date of written Notice of Award of the Contract by said Agency, he will execute a contract in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Proposal, Specifications, Drawings and all Addenda issued by said City prior to the opening of proposals, are part, and will secure the required insurance and bonds; and that upon failure to do so within said time, then the proposal guarantee furnished by said bidder shall be forfeited to said Agency as liquidated damages for such failure; provided, that if said bidder shall execute the contract and secure the required insurance within said time, his check, if furnished shall be returned to him within five (5) days thereafter, and the Bid Bond, if furnished, shall become void.

Said bidder further agrees to complete all work required under the contract within the time stipulated in said Specifications, and it accept in full payment therefore the price named in the Bidding Schedule.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

Date June 27, 2023

Gergis Bebawy

Bidder



Signature

Owner

Title

PROPOSAL FORM

TO THE CITY COUNCIL OF THE CITY OF LA VERNE, CALIFORNIA:

The undersigned as bidder declares that he has carefully examined the location of the proposed work, that he has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all, materials and do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and Plans in the time and manner therein prescribed for the unit price set forth in the following schedule:

BASE BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description of Items Written in Words	Unit Price	Total
1.	1	L.S.	Clearing and Grubbing, Mobilization, Traffic Control, & NPDES for the lump sum price of <u>Ten Thousands Dollar</u>	<u>\$ 10,000.00</u>	<u>\$ 10,000.00</u>
			(Words)		
2.	3,800	S.F.	Remove Existing and Construct 4" P.C.C. Sidewalk per City of La Verne Std. Drawing No. ST-2, 4, and 5 for the unit price of <u>Twelve Dollar / unit price</u>	<u>\$ 12.00</u>	<u>\$ 45,600.00</u>
			(Words)		
3.	2	EA	Remove Existing and Construct Curb Ramp per SPPWC STD. Plan 111-5, Case and Type per Plan for the unit price of <u>Five Thousands / Each Ramp</u>	<u>\$ 5,000.00</u>	<u>\$ 10,000.00</u>
			(Words)		

TOTAL BID AMOUNT: \$ 65,600.00

TOTAL BID AMOUNT (IN WORDS): \$ Sixty Five Thousands Six Hundred Dollar

	June 27, 2023	Owner
BIDDER'S SIGNATURE	DATE	BIDDER'S TITLE

PROPOSAL FORM (continued)

That the Contractor specifically agrees to comply with the applicable parts of Section 1777.5 of the Labor Code relating to employment by contractor and subcontractor under him, of journeymen or apprentices or workers, in any apprentice and craft or trade.

Section 1-6.2, "Subcontract Listing" of the Standard Specifications for Public Works Construction shall be applicable.

Accompanying this proposal is Bidder Bond (Insert "\$ 18,000.00 cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) in the amount equal to at least ten percent (10%) of the total BASE bid.

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within ten (10) days, not including Sundays and legal holidays, after having received notice that the contract has been awarded and is ready for signature, the proceeds of the security accompanying his bid shall become the property of the City of La Verne, and this proposal and the acceptance thereof may be considered null and void.

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer and manager thereof.)

TVR Construction Engineering LLC

4230 Michael St., Riverside, CA - 92507

BUSINESS ADDRESS

714 - 927 6664

TELEPHONE NUMBER

DATED: June 27, 2023, 2023

City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Candice Bowcock, Principal Planner

SUBJECT: AFFORDABLE HOUSING AGREEMENT – 2109 WHITE AVENUE

SUMMARY

The City Council is asked to consider an “Agreement Creating Affordable Housing Covenants” for 2109 White Avenue, a 17-unit, multi-family residential project. City staff and representatives of MW Investment Group, LLC have come to an agreement to satisfy the condition of approval for the project to provide an affordable housing agreement.

RECOMMENDATION

It is recommended that the City Council approve an Agreement Creating Affordable Housing Covenants for 2109 White Avenue.

DISCUSSION

The Development Review Committee approved a 17-unit multi-family residential project in May of 2021. The site is 24,500 square feet in size and is located at the northwest corner of First Street and White Avenue. The approved project consists of 17 units ranging in size from 1,351 square feet to 1,911 square feet, including 12, three- bedroom units, four, two-bedroom units, and one, four-bedroom unit.

The Old Town La Verne Specific Plan requires that at least 15% of all residential development in Old Town is devoted as affordable to provide housing to La Verne resident’s varied income levels. The requirement of providing 15% of the 17 units for affordable housing was a condition of approval of the project. Of this percentage, forty percent (40%) must be occupied by families of very low-income. For the proposed development, three affordable units are required, one of which must be very low income; the other two units will be for moderate income. These affordability requirements will be in effect for a period of 55 years following issuance of a certificate of completion for the Project.

The agreement outlines the process of reviewing applicants for the units as well as other administrative requirements.

FISCAL ANALYSIS

Not applicable.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

This report and the attached Agreement were reviewed by the City Attorney.

ATTACHMENTS

- Agreement Creating Affordable Housing Covenants

Coordinated With:
Kimberly Barlow, City Attorney

OFFICIAL BUSINESS
Document entitled to free
recording per Government
Code Section 6103

Recording Requested by and When
Recorded Return to:

CITY OF LA VERNE
3660 D Street
La Verne, California 91750
Attn: City Manager

Space above this line for Recorder's use only

AGREEMENT CREATING AFFORDABLE HOUSING COVENANTS
(INCLUDING RENTAL RESTRICTIONS)

THIS AGREEMENT CREATING AFFORDABLE HOUSING COVENANTS
(INCLUDING RENTAL RESTRICTIONS) ("Agreement") is entered into as of July 17, 2023 by
and between the CITY OF LA VERNE a municipal corporation (herein referred to as "City") and
MW INVESTMENT GROUP, LLC a California limited liability company (herein referred to as
"Owner").

- A. Owner owns fee title to that certain real property (the "Property") located in the City of La Verne, County of Los Angeles, State of California, commonly known as 2109 White Avenue and 2467 First Street and legally described on Exhibit A attached hereto and incorporated herein.
- B. Owner is developing a 17 unit multi-family apartment building on the Property (the "Project").
- C. The Property is within the boundaries of the Old Town La Verne Specific Plan the "Specific Plan");
- D. The requirement of the Specific Plan condition number 10 of the conditions of approval for the Project provides: "At least 15% of the units shall be deed restricted and recorded to the Property to be available for affordable housing cost to, and occupied by, persons or families of low or moderate-income. The restrictions must be reviewed and approved by the City Attorney prior to the issuance of building permits. Of these, 40% must be available at affordable housing cost, and occupied by persons or families of very low-income."

- E. This Agreement is entered into in satisfaction of condition number 10 by placing affordable housing rental restrictions on three (3) of the units developed by Owner (herein referred to as "Program Units"). One of the 2 or 3 bedroom units is to be rented at affordable housing cost to a very low-income household (herein referred to as "Very Low-Income Unit"), and two of the 2 or 3 bedroom units are to be rented at affordable housing cost to moderate income households (herein referred to as "Moderate-Income Units").

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, CITY AND OWNER AGREE AS FOLLOWS:

1. Use of the Property. Owner, on behalf of itself and its successors, assigns, and each successor in interest to Owner's interest in the Property or any part thereof, hereby covenants and agrees as follows:

- (A) The Property shall be used solely for residential rentals.
- (B) The Moderate-Income Units are reserved for households whose Gross Household Income does not exceed one hundred twenty percent (120%) of area median income for Los Angeles County, adjusted for household size, and those units shall be rented at an Affordable Rent to Moderate-Income Households.
- (C) The Very Low Income Unit is reserved for a household whose Gross Household Income does not exceed fifty percent (50%) of area median income for Los Angeles County, adjusted for household size, and that unit shall be rented at an Affordable Rent to a Very Low-Income Household.
- (D) The Program Units and the Affordable Rents currently applicable (for the year 2022), and subject to change on an annual basis, are set forth in the Schedule of Affordable Rents attached to this Agreement as Exhibit "B".
- (E) The maximum incomes of residential tenants eligible to rent the Units shall be determined on the basis of the area median income for Los Angeles County published approximately annually by the California Department of Housing and Community Development pursuant to Section 50093 of the California Health & Safety Code (or successor statute).
- (F) The maximum monthly rent, including a reasonable utility allowance as determined by the annual Los Angeles County Development schedule (for the type of utilities provided), that may be charged to tenants shall be calculated as follows:
 - (i) For the Moderate-Income Units the product of 30 percent times 110 percent of the area median income adjusted for household size appropriate for the unit. In addition, for those moderate-income households whose gross incomes exceed 110 percent of the area median income adjusted for

household size, affordable rent may not exceed 30 percent of gross income of the household.

(ii) For the Very Low-Income Unit, the product of 30 percent times 50 percent of the area median income adjusted for household size appropriate for the unit.

(G) Should the 17-unit project be converted into a for-sale condominium project and the Owner desires to sell the Program Units, the City and Owner shall use commercially reasonable efforts to amend this Agreement or enter into a new agreement allowing for the same number of Program Units to be sold at the same affordability levels rather than rented.

2. Enforcement of Covenants.

A. The City shall have the right, but not the obligation, to monitor and enforce the covenants contained in this Agreement. Those covenants relating to use of the property contained in paragraph 1 of this Agreement may additionally be enforced by a resident of a Program Unit, a residents' association with members who reside in one or more Program Units, a former resident of a Program Unit, an applicant or a person on an affordable housing waiting list seeking to enforce the covenants or restrictions with regard to a Program Unit if the applicant or person on the waiting list is of low or moderate income, is able and willing to occupy the Program Unit and was denied occupancy due to an alleged breach of the covenant or restriction.

B. Owner covenants that it shall comply with any monitoring program set up by City to enforce said covenants. In complying with such monitoring program, Owner or its agent shall prepare and submit to City an occupancy report, financial information and income verification documents for each tenant of a Program Unit, and all supporting documentation, on forms provided by Owner, annually, setting forth the required information for the preceding year. On an annual basis (every January) Owner or its agent shall additionally submit to City evidence of each tenant's continuing eligibility for the Program Units, as provided herein.

1. Certification Requirements. Owner shall submit, at Owner's expense, a written summary of the income, household size and rent payable by each of the tenants of the Program. Owner shall obtain, or shall cause to be obtained by the Property Manager, an annual certification from each household renting or leasing a Program Unit demonstrating that such household is, as appropriate, a 120% AMI Moderate Income Household or a 50% AMI Very Low-Income Household, as appropriate, and meets the eligibility requirements established for the Program Unit. Owner shall verify, or shall cause to be verified by the Property Manager, the income certification of each tenant household. In order to comply with this section, Owner shall submit to City any and all tenant income and occupancy certifications and supporting documentation required, as applicable, as may reasonably be requested by City.

2. Verification of Income of New and Continuing Tenants.

Owner shall verify the Annual Income and information provided in the income certification of the proposed tenant as set forth below.

3. Owner shall verify the income of each proposed tenant of the Program Units pursuant to the Tenant Selection Covenants set forth above, and by at least one of the following methods as appropriate to the proposed tenant:

- (a) obtain two (2) paycheck stubs from the person's two (2) most recent pay periods.
- (b) obtain a true copy of an income tax return from the person for the most recent tax year in which a return was filed.
- (c) obtain an income verification certification from the employer of the person.
- (d) obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the person receives assistance from such agencies.
- (e) obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Owner.

4. Verification regarding Eligibility of New Tenants.

Owner shall retain documentation regarding the eligibility of each new tenant household, including that each such household satisfied the applicable priorities set forth in this agreement.

5. Non-Qualifying Household.

If, upon recertification of the income of a tenant, Owner determines that a former 50% AMI Very Low Income Household has an Adjusted Income exceeding the qualifying income for a 50% AMI Very Low Income Household, or a former 120% AMI Moderate Income Household has an Adjusted Income exceeding the qualifying income for a 120% AMI Moderate Income Household, then such tenant shall be permitted to continue to occupy the Affordable Unit and such tenant's Affordable Rent may be increased to one-twelfth (1/12) of thirty percent (30%) of the household's actual income, adjusted for Assumed Household Size, upon ninety (90) days' written notice to the tenant. The unit will continue to be classified as a Program Unit for no longer than one year, at which time, subject to applicable law, rules and regulations, Owner shall cause the non-qualifying household to vacate the unit at which time Owner shall re-rent the unit to a qualifying household of the appropriate income level, or in the alternative (during the one year period), the next 2 or 3 bedroom unit that is available for rent shall be rented to a qualifying household of the appropriate income level to meet the requirements herein.

City shall review such reports within thirty (30) days of receipt for certification of continuing affordability of Program Units and eligibility of tenants. Owner shall pay such costs associated with said monitoring and enforcement efforts as required by the City.

3. Non-Discrimination. Owner herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, and this Agreement is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 or Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Program Units, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants of the Program Units.

4. Maintenance of the Property. Owner, its successors and assigns, shall maintain the Improvements on the Property in an aesthetic and sound condition, reasonable wear and tear excepted and shall maintain the Program Units with the same level of services as are applied to the other dwelling units on the Property. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event Owner, its successors or assigns fails to maintain the improvements in accordance with the standard for the quality of maintenance, City or its designee shall have the right but not the obligation to enter the Property upon reasonable notice to Owner, correct any violation, and hold Owner, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

5. Covenants Running with the Land. All conditions, covenants and restrictions contained in this Agreement shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by City, its successors and assigns, against Owner, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. City shall be deemed the beneficiary of the covenants, conditions and restrictions of this Agreement both in its own right and for the purposes of protecting the interests of the community. The covenants, conditions, and restrictions shall run in favor of the City without regard to whether the City has been, remains, or is an owner of any portion of the Property or interest therein. Except as provided in the preceding sentence and in Section 2(A) of this Agreement, the covenants, conditions and restrictions contained in this Agreement shall not benefit nor be enforceable by any owner of real property within or outside the Project area nor any person or entity having any interest in any such real property, except the City.

6. Assignment. Commencing on the Effective Date and throughout the Affordability Period, Owner shall not make any total or partial sale, transfer, conveyance, assignment or

subdivision of the Property, or any part thereof (collectively referred to herein as a "Transfer"), without concurrently assigning to such transferee, and causing such transferee to assume, all of Owner's rights, powers, duties and obligations under this Agreement. Owner and its successors Property shall have no further liability or responsibility under this Agreement upon the sale of the Property by Owner and the assumption of this Agreement by such transferee.

7. Remedies. City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

8. Subordination to Permitted Mortgages. The use restrictions contained in Section 3 of this Agreement, and City's rights hereunder, are subordinate to any existing deed of trust or mortgage encumbering the property the proceeds of which were used to acquire the Property and construct the Improvements. City agrees to subordinate its rights under this Agreement to the commercially reasonable refinancing of existing encumbrances, and no violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any such mortgage.

9. Term. Every covenant and condition and restriction contained in this Agreement shall remain in effect for fifty-five (55) years from the date of first occupancy.

10. Notice and Opportunity to Cure. Prior to exercising any remedies hereunder, City shall give Owner notice of such default. City shall also give simultaneous notice of default to any person or entity having a security interest in the Property secured by a lien that is superior to this Agreement. If the default is reasonably capable of being cured within thirty (30) days, Owner shall have such period to effect a cure prior to exercise of remedies by City. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Owner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Owner shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by City. In no event shall City be precluded from exercising remedies if City's security in the Property becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given.

11. Enforcement. If a violation of any of the covenants or provisions of this Agreement remains uncured after the respective time period set forth in Paragraph 10, above, City and its successors and assigns, without regard to whether City or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel specific performance by Owner of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

12. Liens. Nothing herein contained shall be deemed to prohibit Owner from contesting the validity or amounts of any encumbrance, lien, levy, or attachment, or to limit the remedies available to Owner in respect thereto.

IN WITNESS WHEREOF, the City and the Owner have signed this Agreement as of the dates set opposite their signatures.

CITY OF LA VERNE
Mayor

By: _____
Tim Hepburn

APPROVED AS TO FORM AND LEGALITY
City Attorney

By: _____
Kimberly Hall Barlow

MW INVESTMENT GROUP, LLC

By: _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____ - before me, _____, a Notary Public,
personally appeared _____, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

STATE OF CALIFORNIA

COUNTY OF _____

On _____ - before me, _____, a Notary Public,
personally appeared _____, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature

EXHIBIT A

LEGAL DESCRIPTION

All the certain real property located in the County of Los Angeles, State of California, described as follows:

EXHIBIT “B”

SCHEDULE OF AFFORDABLE RENTS

Note: Exhibit B income & rent limits are based on 2022 AMI for Los Angeles as published by State of California Department of Housing & Community Development (HCD). This table shall be updated each subsequent calendar year based on HCD published income limits and the terms described in Section 1.F of this Agreement.

City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Eric Scherer, AICP, Community Development Director

SUBJECT: **APPROVAL OF A JOINT TAX TRANSFER RESOLUTION REGARDING REORGANIZATION 2019-04 – BASELINE ROAD ANNEXATION (ASSESSOR PARCEL NUMBER: 8666-006-035)**

SUMMARY

The purpose of this staff report is to provide an overview and analysis of the Joint Tax Transfer Resolution between Los Angeles County and the City of La Verne in relation to the recently proposed annexation on Baseline Road (APN#: 8666-006-035). This report outlines the background, objectives, and potential impacts of the Joint Tax Transfer Resolution.

RECOMMENDATION

It is recommended that the City Council adopt the Joint Tax Transfer Resolution with the County of Los Angeles regarding the City of La Verne Reorganization 2019-04 for Baseline Road Annexation (APN# 8666-006-035).

DISCUSSION

The project site is approximately 19.44 acres and is proposed to be subdivided into nine lots for the future development of seven single-family dwelling units and two open space lots located on Baseline Road (APN#: 8666-006-035). The site is within the County of Los Angeles jurisdiction and has a Los Angeles County zoning designation of A-1-15000. The site is located outside of the City boundaries but is located within the City's Sphere of Influence, with the City's General Plan providing a designation of Hillside Residential. Because the proposed project requires City of La Verne utilities (sewer and water), the site is proposed to be annexed into the City of La Verne's corporate boundaries.

In September of 2021, the City Council conditionally approved Case Numbers 59-19ANX, 104-18GPA, 103-18ZC, and 101-18TTM (Vesting Tentative Tract Map Number 082001), adopting Resolution Numbers, 21-71, 21-72, 21-73, 21-74 and Ordinance Number 1102 (Attachment 2) and the Development Review Committee approved Case Numbers 102-18PPR and 60-19TR which are contingent on the approval of all related cases together with a subsequent Local Agency Formation Commission (LAFCO) approval of annexation of this property into the City of La Verne.

The next step in the annexation process is the City Council adopting the Joint Tax Transfer Resolution (Attachment 1), which determines the amount of property tax revenue to be exchanged between the County of Los Angeles and the City of La Verne. The Joint Tax Transfer Resolution establishes a framework for the transfer of tax responsibilities

and revenues between Los Angeles County and the City of La Verne due to the annexation. The primary objectives of the resolution include clearly defining the tax responsibilities of each jurisdiction after annexation, ensuring a smooth transition of tax collection and administration from the County to the City, minimizing any potential disruptions to tax revenues for both Los Angeles County and the City of La Verne, and addressing any potential challenges or conflicts arising from the annexation process.

FISCAL ANALYSIS

For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2019-04 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, a base of One Thousand, One Hundred, and Fifty-two Dollars (\$1,152) in base property tax revenue attributable to Reorganization 2019-04, and 0.215063832 of annual property tax increment attributable to Reorganization 2019-04 shall be transferred from the County of Los Angeles to the City of La Verne which will benefit the General Fund. Once the property is developed, the property tax proceeds will represent the assessed value of each developed property upon change of ownership.

ENVIRONMENTAL ANALYSIS

The City Council adopted Resolution No. 21-71, adopting the Mitigated Negative Declaration for this project.

LEGAL REVIEW

This report and the attached resolution were reviewed by the City Attorney.

ATTACHMENTS

1. Joint Tax Transfer Resolution, City of La Verne Reorganization 2019-04
2. ORD 1102 – Pre-Annexation Zone Change

Report Prepared By:
Candice Bowcock, Principal Planner

Coordinated With:
Kim Barlow, City Attorney

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING
BODY OF THE COUNTY OF LOS ANGELES, THE CONSOLIDATED FIRE
PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT,
AND THE
CITY COUNCIL OF THE CITY OF LA VERNE, THE BOARD OF DIRECTORS OF THE
COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY AND THREE
VALLEYS MUNICIPAL WATER DISTRICT, APPROVING AND ACCEPTING THE
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE
ANNEXATION OF TERRITORY KNOWN AS REORGANIZATION 2019-04 TO THE
CITY OF LA VERNE AND DETACHMENT FROM COUNTY ROAD DISTRICT NO. 5
AND THE CONSOLIDATED FIRE PROTECTION DISTRICT**

WHEREAS, the applicant initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Reorganization 2019-04 to the City of La Verne (City);

WHEREAS, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies;

WHEREAS, the area proposed for annexation is identified as Reorganization 2019-04 and approximately 19.44± acres of uninhabited territory will annex to the City of La Verne and County Sanitation District No. 21 of Los Angeles County and detach from the Consolidated Fire Protection District of Los Angeles County; and affected territory is located north of the intersection of Baseline Road and Japonica Avenue;

WHEREAS, the County and City subsequently determined that the boundary of the proposed annexation area should be extended to the center of Baseline Road to ensure the efficient and reliable provision of services to the annexation area; and

WHEREAS, the Board of Supervisors of the County of Los Angeles (County), as governing body of the County, the Consolidated Fire Protection District of Los Angeles County, the Los Angeles County Flood Control District, and on behalf of Road District No. 5, and the LA County Library; the City Council of the City; and the governing bodies of the Three Valleys Municipal Water District and the County Sanitation District No. 21 of Los Angeles County, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Reorganization 2019-04, detachment from County Road District No. 5 and the Consolidated Fire Protection District, is as set forth below:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenue between the County and the City, resulting from Reorganization 2019-04 is approved and accepted for the reorganization of territory to the City of La Verne in Tax Rate Area 05111.

2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2019-04 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by County Road District No. 5, attributable to Reorganization 2019-04, shall be transferred to the County, and the County Road District No. 5 share in the annexation area shall be reduced to zero.

3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2019-04 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, a base of One Thousand, One Hundred, and Fifty-two Dollars (\$1,152) in base property tax revenue attributable to Reorganization 2019-04, and 0.215063832 of annual property tax increment attributable to Reorganization 2019-04 shall be transferred from the County of Los Angeles to the City of La Verne.

4. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2019-04 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, 0.183257162 of annual property tax increment attributable to Reorganization 2019-04 shall be transferred from the Consolidated Fire Protection District to the County, and the Consolidated Fire Protection District share shall be reduced to zero.

5. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2019-04 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, 0.004578855 of annual property tax increment attributable to Reorganization 2019-04 shall be transferred from various agencies to the County Sanitation District No. 21 of Los Angeles County, and the various agencies share shall be reduced accordingly.

6. The City and County agree that the boundary of the area to be annexed into the City pursuant to Reorganization 2019-04 shall extend to the centerline of Baseline Road and the City shall take all actions necessary, and submit any information or documentation required, to effectuate such extension of the annexation.

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2022 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

Three Valleys Municipal Water District

Signature

Print Name and Title

ATTEST:

Secretary

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2022 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

County Sanitation District No. 21
of Los Angeles County

Signature

Print Name and Title

ATTEST:

Secretary

/

(Signed in Counterpart)

ORDINANCE NO. 1102

1 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS**
2 **ANGELES, STATE OF CALIFORNIA, ESTABLISHING A PRE-ANNEXATION ZONING**
3 **DESIGNATION FROM THE LOS ANGELES COUNTY ZONING OF A-1-15000 TO PR3D**
4 **(HDOZ) AND ADOPTING THE PR3D (HDOZ) ZONING FOR 500 BASELINE ROAD (8666-**
5 **006-035) IN THE CITY OF LA VERNE**

6 **WHEREAS**, Ramzy Fakhoury (Applicant) submitted an application for a number of
7 entitlements including annexation of an approximate 19.44 acre site, located at 500 Baseline
8 Road (8666-006-035) currently within unincorporated Los Angeles County) into the City of La
9 Verne, a General Plan Amendment to utilize the Low Density General Plan Land Use
10 designation, a Vesting Tentative Tract Map 082001 for subdivision of a 19.44 acre property into
11 nine lots including seven single-family lots, one debris basin lot and one open space lot, a
12 Vesting Tentative Tract Map 082001 for subdivision of a 19.44 acre property into nine lots
13 including seven single-family lots, one debris basin lot and one open space lot, a zone change
14 from the Los Angeles County zoning designation of A-1-15000 to PR3D, HDOZ (Hillside
15 Development Overlay) Zone; and

16 **WHEREAS**, Ramzy Fakhoury (Applicant) submitted an application for a number of
17 entitlements, including

18 **WHEREAS**, on January 5, 2020, notices of a workshop to be held on January 15, 2020,
19 were mailed to residents on the south side of Baseline Road on Smoketree Drive and Realitos
20 Drive in unincorporated Los Angeles County. The workshop was conducted to in order to
21 determine if these property owners had interest in annexation into the City of La Verne as a
22 component of the proposed annexation. No interest in annexation into the City of La Verne was
23 expressed by any of the property owners or attendees. Staff at Los Angeles County Formation
24 Commission expressed, that based on this information, that there was no further requirement to
25 include the area south of Baseline Road in this annexation process.

26 **WHEREAS**, a notice for a community workshop/scoping meeting to be held on February
27 5, 2020, was mailed to residents within a 500 foot radius. Eleven residents were in attendance.
28 The workshop was conducted to explain the current project and the "next steps" for processing
29 the proposal;

30 **WHEREAS**, the Development Review Committee reviewed other portions of the
31 application, conditionally approving the Precise Plan Review (Case No. 102-18PPR) and Tree
32 Removal (Case No. 60-19TR), and recommended City Council approval for the proposed
33 Annexation (Case No. 19-19ANX), General Plan Amendment (Case No. 104-18GPA), Zone
34 Change (Case No. 103-18ZC), and Vesting Tentative Tract Map 082001 (Case No. 18-20TTM)
35 with proposed conditions of approval; and

36 **WHEREAS**, on August 11, 2021, the Planning Commission of the City of La Verne held
37 a further duly, noticed public hearing on the Project at which time it considered all evidence
38 presented, both written and oral, that the City Council approve the request; and

39 **WHEREAS**, the City Council of the City of La Verne held a duly noticed hearing on the
40 Project on September 20, 2021, at which time it considered all evidence presented, both oral
41 and written; and

1 **WHEREAS**, notice of the public hearings were published in the Inland Valley Daily
2 Bulletin and mailed to all owners of properties within 500 feet of the property; and

3 **WHEREAS**, the City Council of the City of La Verne held a duly noticed hearing on the
4 Project on September 20, 2021, at which time it considered all evidence presented, both oral
5 and written; and

6 **WHEREAS**, notice of the public hearings were published in the Inland Valley Daily
7 Bulletin and mailed to all owners of properties within 500 feet of the property; and

8 **WHEREAS**, prior to adopting this Ordinance to change the zoning from the Los Angeles
9 County A-1-15000 zone to PR3D (HDOZ), the City Council adopted Resolution No. 21-71
10 approving Mitigated Negative Declaration, adopting a Mitigation Monitoring and Reporting
11 Program, adopted Resolution No. 21-72 for annexation of the property into the City of La Verne
12 from the County of Los Angeles; adopting Resolution 21-73 changing the General Plan Land
13 Use designation of the property to Low Density Residential;

14 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of La Verne as
15 follows:

16 **Section 1. Findings.** In approving the proposed Specific Plan, the City Council
17 **HEREBY FINDS AND DETERMINES** that Case No. 103-18ZC satisfies the requirements of
18 California Government Code Section 65800 et seq. relating to zoning regulations, Government
19 Code section 65450 et seq. and the requirements of Chapter 18.112 of the La Verne Municipal
20 Code relating to changes and amendments in that:

- 21 1. Section 2. Approval. B 1. The City has complied with all procedural requirements in
22 the adoption of the Zone Change, including all required noticed, public hearings
23 before the Planning Commission and City Council. Procedural requirements,
24 including noticing and publishing of the Planning Commission hearing date and time,
25 have occurred in compliance with Zoning Code requirements.
- 26 2. The proposed density of 1.5 units per acre which is consistent with the General Plan
27 land use designation of Low Density Residential.
- 28 3. The Zone Change is consistent with Land Use Element Policy and implementation
29 measures. These policies and measures encourage the evaluation of environmental
fiscal/service impact analysis, hillside constraints and development standards that
protect natural habitats, grading, tree preservation and hillside fire protection while
also ensuring compatibility with adjacent residential uses. Additionally, the Zone
Change is consistent with the immediately adjacent properties to the west and south
(across Baseline Road) which are developed with single family residences.
4. The Zone Change will enable the construction of additional housing units in
furtherance of the goals and policies of the City's Housing Element as well as in
satisfaction of the City's RHNA obligations for the Sixth Cycle Housing Element.
5. Conditions of approval of the project ensure that the Zone Change is consistent with
all elements of the General Plan including land use, housing, and community design.

6. For the reasons set forth above, the proposed zone change serves the public necessity, convenience, and general welfare by creating development standards and regulations that will ensure that project will bring high-quality housing to the La Verne community and allow the property to be developed with single-family homes similar to other single-family homes in the area.

Based upon the above findings, the City Council **HEREBY APPROVES and ADOPTS:**

1. The change in zone from A-1-15000 to Planed Residential - Detached 3 units/acre (PR3D) Hillside Development Overlay (HDOZ) zone for the Property described above and depicted on the revised Zoning Map as shown on Exhibit A; and

Section 3. The Mayor shall sign and the Assistant City Clerk shall attest to the passage of this Ordinance.

PASSED, APPROVED AND ADOPTED this 4th day of October, 2021



Mayor Tim Hepburn

ATTEST:



Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I, Lupe Estrella, Assistant City Clerk of the City of La Verne, do hereby certify that **Ordinance No. 1102** was introduced for first reading at a regular meeting on the 20th day of September, 2021. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the 4th day of October, 2021, by the following vote:

AYES: Lau, Davis, Carder, and Mayor Hepburn.
NOES: None.
ABSTAIN: None.
ABSENT: Crosby.



Lupe Gaeta Estrella, Assistant City Clerk

Exhibit A – Current Zoning Designation
Exhibit B – Proposed Zoning Designation

Posting Statement: On October 6, 2021, a true and correct copy of this Ordinance was posted on the bulletin board at La Verne City Hall, 3660 D Street, La Verne, and on the City's website at cityoflaverne.org.

EXHIBIT A - EXISTING ZONING
CURRENT ZONING DESIGNATION - APN 8666-006-035 (500 BASELINE)





1" = 231 ft	Los Angeles County A-1-15000	08/02/2021	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.			

EXHIBIT B - PROPOSED ZONING

PROPOSED ZONING DESIGNATION - APN 8666-006-035 (500 BASELINE)



1" = 231 ft	PR3D - HDOZ 3 DU/AC Detached	08/02/2021	
This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy please contact the responsible staff for most up-to-date information.			

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City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Yvonne Duran, Community Services Director

**SUBJECT: RESOLUTION APPROVING THE AUTHORIZATION OF AN
ADDITIONAL COMMUNITY SERVICES SPECIALIST POSITION**

SUMMARY

This item seeks City Council authorization for an additional Community Services Specialist position for the Community Services Department.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-48, titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE AUTHORIZATION OF AN ADDITIONAL COMMUNITY SERVICES SPECIALIST POSITION."

DISCUSSION

As a result of the departure of the City's Community Services Specialist, the Community Services Department has recently completed a review of current staffing levels and associated department needs. Fortunately, the resulting vacancy was filled by a very capable internal promotion which has now left a vacancy to another key position.

As part of improving services and efficiencies, the Department is seeking to combine a vacant part-time Recreation Specialist position with an authorized part-time Administrative Clerk I position to create a new full-time Community Services Specialist. This is best suited for the department as the requested position would allow consistency and adequate coverage at the Community Center for a full-time person to manage the front office. Currently, the front office is managed by various part-time Recreation Leaders throughout the week and a part-time Administrative Clerk I. This additional position would oversee our front office daily operations, Military Program, excursions, social media, and assist with all special events.

FISCAL ANALYSIS

Funding for the two part-time positions is included in the Fiscal Year 2023-24 Adopted Budget within the General Fund and is sufficient to support the conversion of these positions to a full-time Community Services Specialist with an estimated first-year cost savings of \$10,000.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

This report was reviewed and approved by the City Attorney.

ATTACHMENTS

Resolution 23-48

Coordinated With:

Christy Lopez, Finance Director

Kimberly Hall Barlow, City Attorney

RESOLUTION NO. 23-48

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE AUTHORIZATION OF AN ADDITIONAL COMMUNITY SERVICES SPECIALIST POSITION

WHEREAS, the Community Services Department desires another Community Services Specialist position; and

WHEREAS, the funding for the Community Services position is supported by the current budget;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of La Verne as follows:

Section 1. Remove the Recreation Specialist and Administrative Clerk I part-time authorized positions from the Fiscal Year 2023/24 Budget.

Section 2. Add an additional Community Services Specialist full-time position to Fiscal Year 2023/24 budget.

Section 3. The resolution shall take effect and be in full force immediately after its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 17th day of July 2023.

Mayor Tim Hepburn

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I hereby certify that the foregoing **Resolution No. 23-48** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the **17th day of July 2023**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

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City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Sam Gonzalez, Acting Police Chief

SUBJECT: **ACCEPTANCE OF GRANT FROM THE CALIFORNIA HIGHWAY PATROL**

SUMMARY

The La Verne Police Department has received notice of approval for grant funding from the California Highway Patrol for \$220,153.92 for DUI enforcement, education, and training. The California Highway Patrol requires the local governing body to adopt a resolution authorizing the La Verne Police Department to receive grant funding.

RECOMMENDATION

Adopt Resolution No. 23-49 titled, "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING ACCEPTANCE OF GRANT FUNDS, THE EXECUTION OF A GRANT AGREEMENT, AND ANY AMENDMENTS THERETO, FROM THE FY 2023-24 STATE OF CALIFORNIA DEPARTMENT OF HIGHWAY PATROL CANNABIS TAX GRANT PROGRAM."

DISCUSSION

In November 2016, California voters passed AB 64: Cannabis: licensure and regulation as a statewide initiative legalizing the cultivation, sale, and adult use of marijuana. As a result, and pursuant to Revenue and Taxation Code 34019 (f)(3)(B), the State was required to set aside tax funding for the CHP to provide grants to local governments and qualified non-profit organizations. This section states that the grant funding is to be used for the "education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis; programs that help enforce traffic laws, educate the public in traffic safety, provide varied and effective means of reducing fatalities, injuries, and economic losses from collisions; and for the purchase of equipment related to enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis."

Securing CHP grant funding is advancing our goal to create a resilient, safe, connected, and prepared city. Currently, the Traffic Bureau of the La Verne Police Department is staffed by one motor officer. The motor officers' responsibilities include collision investigations and traffic enforcement; however, resources often deplete rapidly due to ancillary duties and personnel shortages in the operations/patrol division.

The City of La Verne is experiencing increasing DUI incidents, including arrests and vehicle collisions that have led to serious injuries. Since the passage of Proposition 64, there have been an increasing number of incidents where the driver was also impaired by cannabis or a combination of cannabis and alcohol.

This grant funding addresses impaired driving, including opportunities and projects to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs. These funds will be used for training, education, prevention, equipment, and enforcing laws related to DUI of alcohol and other drugs, including cannabis and cannabis products.

Grant funds will assist our training program. Training officers in Standardized Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) will enhance our effectiveness in detecting, deterring, and apprehending impaired drivers. With more officers trained in SFST's and ARIDE, more personnel on patrol will actively engage in and seek out assignments in both DUI detection and apprehension efforts during their normal work assignment.

Grant funding builds upon our current traffic safety efforts by allowing officers opportunities to conduct DUI checkpoints and saturation enforcement to address impaired driving- in addition to and outside their regularly scheduled duties. Additionally, the funds provide opportunities for community outreach, emphasizing impaired driving through education, including social media and direct mailers.

The Police Department requests that this funding be approved to enhance our current efforts to provide a safe environment for everyone who utilizes the City of La Verne sidewalks and roadways. These efforts will also include a partnership with Bonita High School through outreach and education regarding traffic safety and impaired driving.

The grant period is from July 1, 2023, through June 30, 2024.

FISCAL ANALYSIS

Appropriations of \$220,154 are included in the Fiscal Year 2023-24 Approved Budget within the Miscellaneous Grants fund. There is no impact on the General Fund.

ENVIRONMENTAL ANALYSIS

Not Applicable

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Attach 1 - Grant Agreement
2. Attach 2 - Resolution No. 23-49

Report Prepared By:
Chris Dransfeldt, Lieutenant

Coordinated With:
Christy Lopez, Director of Finance

RESOLUTION NO. 23-49

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING ACCEPTANCE OF GRANT FUNDS, THE EXECUTION OF A GRANT AGREEMENT, AND ANY AMENDMENTS THERETO, FROM THE FY2023-24 STATE OF CALIFORNIA DEPARTMENT OF HIGHWAY PATROL CANNABIS TAX GRANT PROGRAM

WHEREAS, the State of California, Department of California Highway Patrol has awarded grant funding from its Cannabis Tax Grant Program; and

WHEREAS, the City Council of the City of La Verne desires to accept the grant funds for the education, prevention, and enforcement of laws relating to driving under the influence of alcohol and drugs, including cannabis; and

WHEREAS, the California Highway Patrol Cannabis Tax Grant Program has awarded grant funding to the City of La Verne in the amount of \$220,153.92 to conduct driving under the influence enforcement, conduct educational presentations in schools, and train officers in driving under the influence detection and investigation; and

WHEREAS, the City Council finds and determines that acceptance of the grant funds from the State of California, California Highway Patrol Cannabis Tax Grant Program could benefit the safety of the residents of the City of La Verne.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of La Verne as follows:

Section 1. The City Council of the City of La Verne hereby approves the acceptance of the grant funds from the State of California, California Highway Patrol Cannabis Tax Grant Program in the amount of \$220,153.92 for reimbursement to the City's Miscellaneous Grants Fund for personnel costs and supplies necessary to execute the terms of the grant.

Section 2. The City Council of the City of La Verne authorizes the City Manager, or designee, to enter into, execute and deliver the grant agreement and any and all subsequent amendments thereto with the State of California for the purpose of the grant.

Section 3. 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 17th day of July 2023.

Mayor Tim Hepburn

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I hereby certify that the foregoing **Resolution No. 23-49** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the **17th day of July 2023**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

1. GRANT TITLE FY23/24 CTFGP Law Enforcement – La Verne Police Department	
2. NAME OF ORGANIZATION/AGENCY City of La Verne	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT La Verne Police Department	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2023 To: 06/30/2024	5. PURCHASE ORDER NUMBER
6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve Agency's effectiveness through training and development of new strategies.	
7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$220,153.92	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none">• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure• Schedule B – Detailed Budget Estimate• Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Ken Domer Title: City Manager Phone: (909) 596-1913 Address: 3660 D Street La Verne, CA 91750 E-Mail: kdomer@cityoflaverne.org _____ (Signature) _____ (Date)	B. AUTHORIZED OFFICIAL OF CHP Name: Evan Robinson Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: North 7th Street Sacramento, CA 95811 E-Mail: ERobinson@chp.ca.gov _____ (Signature) _____ (Date)
C. ACCOUNTING OFFICER OF CHP Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: North 7th Street Sacramento, CA 95811 E-Mail: Catrina.Jones@chp.ca.gov _____ (Signature) _____ (Date)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Chris Dransfeldt Title: Acting Captain Phone: (909) 596-1913 Address: 3660 D Street La Verne, CA 91750

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

City of La Verne

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

Project Description

The City of La Verne is requesting funding for all three project types, Law Enforcement Training, Public Education, and Enforcement Efforts. The City intends to conduct one Impaired Driving Checkpoint per quarter, each checkpoint would be strategically located in areas of the City known to have higher numbers of impaired driving incidents and arrests and be 8-hours long each. The Enforcement Efforts would also include a roving impaired driving patrol, consistent of one SFST/ARIDE trained Officer and Corporal - there would be roughly six such patrols a year for 8 hour shifts. The City would also seek additional Law Enforcement Training in the form of 5 Officers and/or Corporals attending SFST or ARIDE training. The City would also partner with the local school district to conduct Public Education about the dangers of impaired driving and publicize the increased law enforcement efforts in La Verne as a way to deter individuals from driving under the influence.

Problem Statement & Proposed Solution

The City of La Verne is experiencing increasing numbers of DUI incidents, including arrests and vehicle collisions that have led to serious injuries. Since the passage of Prop 64 there have been an increasing number of incidents where the driver was also high on cannabis or a combination of cannabis and alcohol which can be even more impairing and dangerous. Attached DUI statistics show this steady increase over the last two years alone.

This project proposed increased training for LVPD officers on the identification of impaired driving, increased law enforcement efforts such as checkpoints and saturation patrols, which have been proven to reduce incidents of impaired driving by up to 25% or more and a public education campaign targeted at teenagers who may be beginning to experiment with drugs and alcohol. This multifaceted approach will help reduce the number of arrests, injuries, and potential deaths in La Verne due to impaired driving.

Performance Measures/Scope of Work

Enforcement Activities

6 Impaired Driving Checkpoints - Six Total, One Per Quarter (8 Hours Long Each) - This will support the project by directly reducing the number of impaired drivers on the road. The City will select high visibility locations to conduct the checkpoints on evenings and weekends, which will deter individuals from impaired driving. Studies have shown that regularly conducted checkpoints reduce the likelihood of impaired driving due to the visible threat of identification and punishment, and that checkpoints reduce impaired driving fatalities by 20%. These Checkpoints, along with Saturation Patrols, will reduce DUI/DUID by 25%.

9 Impaired Driving Roving Patrol - Nine Total, One Every Other Month (8 Hours Long Each) - This will support the project directly by increasing law enforcement presence dedicated to reducing impaired driving. The dedicated impaired driving/saturation patrol by SFST/ARIDE trained officers, in conjunction with checkpoints and paid publicity will increase public awareness about impaired driving, as well as the safety and legal risks associated with it. The roving patrol will allow law enforcement efforts to have a larger footprint than the checkpoints alone and will provide a multifaceted approach to combatting impaired driving. These Checkpoints, along with Saturation Patrols, will reduce DUI/DUID by 25%.

Law Enforcement Training - Five Law Enforcement Personnel Trained in SFST or ARIDE (16 Hour Courses) - This additional training would increase the number of law enforcement officers at the La Verne Police Department who are trained in SFST or ARIDE by almost 25%. This additional expertise would greatly increase the number of Officers on the road who can more readily identify and address impaired driving. This

Schedule A

training, along with corresponding law enforcement efforts will reduce DUI/DUID by 25%. The grant is requesting funding for the backfilling of officers, while the selected officers are attending training courses for a total of 80 hours. (5 - 16 hour courses)

Public Education - Targeted Social Media Ads, Promoted Posts (12 Months) - Studies have shown that publicity is essential to the success of DUI/DUID checkpoints and saturation patrols. This public outreach can serve to reduce incidents of impaired driving even when law enforcement is not actively engaged in enforcement activities. The public education component of the project will run for the entire length of the enforcement activities, 12 months, and provide increased awareness of impaired driving enforcement and penalties. This education, along with corresponding law enforcement efforts will reduce DUI/DUID by 25%.

Project Performance Evaluation

The project will capture data including the total numbers of vehicles/individuals who are stopped and evaluated by impaired driving check points and saturation patrols on a monthly or quarterly basis and share that information with internal and external stakeholders, including through the public education portion of the project to publicize La Verne PD's efforts. The project will also gather and compare data on the number of arrests made for impaired driving and compare that with similar periods of time in previous years, when checkpoints and saturation patrols were not being conducted to illustrate project effectiveness and the positive impacts on the community.

Program Sustainability

With more officers trained in SFST's, ARIDE, and DRE, there will be more personnel on patrol who actively engage in and seek out assignments in both our DUI detection and apprehension efforts in the course of their current work assignment. As other officers see the success of this training and the resultant reduction in the number of impaired drivers, they will likely be motivated to seek out ways to receive this training as well.

Having well trained officers will allow our agency to come up with more innovative approaches to combat impaired driving. Grant funding allows officers more opportunities to work saturation enforcement and DUI checkpoints to address impaired driving— in addition to and outside of their regularly scheduled duties. Additionally, the funds provide greater opportunity for community outreach focused on impaired driving through education, by way of utilizing a variety of media outlets and presentations.

Administrative Support

The city has a full-time Finance Director, who has several years of successful management experience with grant programs at both state and local levels. We also have a Management Analyst whose responsibilities include preparation of fiscal reporting and justification. The Finance Director and Management Analyst work the Traffic Bureau Sergeant in unison to effectively manage and deploy grant resources.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
12967	City of La Verne	\$220,153.92

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Direct Mailers	\$5,000.00
	Social Media Advertisements	\$2,500.00
Category Sub-Total		\$7,500.00
Personnel	Presentations	\$2,803.84
	DUI Checkpoint	\$170,596.32
	DUI Saturation Patrol	\$25,234.56
	SFST Training - Attend	\$8,411.52
	ARIDE Training - Attend	\$5,607.68
Category Sub-Total		\$212,653.92

Grant Total	\$220,153.92
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Schedule B-1 Budget Narrative

City of La Verne

Other Direct Costs

Direct Mailers

\$5,000.00

This will pay mailers being sent directly to homes, businesses and media outlets in targeted neighborhoods advertising the increased impaired driving policing efforts.

Social Media Advertisements

\$2,500.00

This will fund advertising on social media to targeted groups within the City, that highlight the increased policing of impaired driving activities. The advertising will utilize social media data and geofencing to ensure that only targeted groups receive the information.

Personnel

Presentations

\$2,803.84

This will include staff time for two officers to preform 4 total classroom presentations at local high schools. Presentations will be 2 hours each. Officer (Cpl.) \$175.24 per hour x 16 hours = \$2,803.84

DUI Checkpoint

\$170,596.32

Checkpoints – SIX TOTAL CHECKPOINTS – 8 Hours Each

1 Lieutenant - \$254.82 (\$2,038.56)

2 Sergeants - \$216.23 (\$3,459.68)

15 Ofc. (Cpl) - \$175.24 (\$21,028.80)

1 Records Clerk - \$80.38 (\$643.04)

1 Communications Officer - \$104.70 (\$837.60)

3 Cadets - \$17.71 (\$425.04)

Total Per Checkpoint - \$28,432.72

Total for Six Checkpoints - \$170,596.32

DUI Saturation Patrol

\$25,234.56

Saturation Patrol – Nine Total Patrols – 8 Hours Each

2 Ofc. (Cpl) - \$175.24 (\$2,803.84)

Total Per Patrol - \$2,803.84

Total for Nine Patrols - \$25,234.56

SFST Training - Attend

\$8,411.52

Officer SFST Training - 3 Total Officers Being Trained

Trainings = 16 hours each x 3 Training = 48 Hours

3 Officers (Cpl. x 175.24 per hour) = \$8,411.52 for 48 Hours of Training

ARIDE Training - Attend

\$5,607.68

Officer ARIDE Training - 2 Total Officers Being Trained Trainings = 16 hours each x 2 Training = 32 Hours 2

Officers (Cpl. x 175.24 per hour) = \$5,607.68 for 32 Hours of Training

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City of La Verne, City Council Agenda Report



DATE: Monday, July 17, 2023

TO: Honorable Mayor and City Council

FROM: Christy Lopez, Director of Finance

**SUBJECT: FIDUCIARY AGENT APPROVAL OF LA IMPACT VENDOR
AGREEMENT FOR AIR SUPPORT MAINTENANCE**

SUMMARY

The City provides supportive services for Federal Asset Forfeiture activities to the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA Impact). LA Impact's Air Support Unit requires maintenance, service, and repairs to continue the daily operations. Enforcement Aviation Services (EAS) was chosen as the lowest bidder to provide aviation services not-to-exceed \$125,000 annually for up to four years (one year with an optional three-year renewal).

RECOMMENDATION

It is recommended that the City Council:

1. Approve the agreement between Enforcement Aviation Services and the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force for a not-to-exceed amount of \$125,000 per year with an optional three-year renewal.
2. Adopt Resolution No. 23-50 titled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE AGREEMENT WITH ENFORCEMENT AVIATION SERVICES."

DISCUSSION

L.A. Impact is a multi-jurisdictional major crime prevention task force providing law enforcement support throughout Los Angeles County and surrounding areas. The La Verne Police Department has been a member agency of the Task Force for roughly twenty years and the La Verne Finance Division currently acts as the Treasurer/Controller for LA Impact providing accounting support services under a supportive services agreement. LA Impact has been an integral partner of the La Verne Police Department in preventing crime in the region.

The City of La Verne participates in Federal Asset Forfeiture (FAF) cases both directly and as a member of L.A. Impact. Funds seized in federal criminal cases and adjudicated as forfeit are shared by the Federal Government with the law enforcement agencies participating in resolving the case. The Federal Government agencies overseeing FAF funds revised the guidelines in 2019 under which law enforcement agencies can

participate in the program. Task force organizations such as LA Impact were precluded from participating in the program under the revised guidelines.

As a result of this change La Verne was approached by LA Impact to take on an oversight role for FAF funds. In June 2019, the City began to receive LA Impact FAF funds and pay task force operational costs.

FAF funds representing LA Impact law enforcement activities are paid to the City of La Verne as the federal recipient. Expenditures paid under the terms of the agreement are paid by the City directly to the vendor. The expenditures are subject to appropriation by City Council, are approved in compliance with the City's purchasing policy, show up on the weekly registers of audit demands for review and approval, and are included in the City's financial statements. The City currently accounts for FAF in two funds. Fund 231 accounts for all La Verne Police Department FAF activities and fund 230 accounts for all LA Impact FAF activities. Under the terms of the agreement, the City will not pay LA Impact expenditures in excess of FAF revenues received.

LA Impact has a need for a service agreement which will be funded with FAF as part of operations. LA Impact maintains an Air Support unit (A-Star) that is held with the City of Pasadena's air units. Regular maintenance and service is required to maintain the equipment. Due to the type of activity A-Star provides, it is imperative that there is minimal down time. Aviation services are specialized, and many businesses have moved out of the area or require the unit to come to their facility for repairs which results in increased unavailability of the unit. In June 2023, LA Impact staff requested service rates from aviation service companies that could provide services with minimal downtime. The following hourly rates were received:

- Rotorcraft \$140.00 per hour
- Hanger One \$125.00 per hour
- EAS \$110.00 per hour

EAS was chosen by LA Impact to provide the services on the A-Star. In addition to being the lowest bidder, EAS has done excellent work on the A-Star over the last several years. Their mechanics are familiar with the aircraft, which is beneficial when completing ongoing maintenance and they provide services at the site of storage which will reduce unavailability.

FISCAL ANALYSIS

Appropriations have been included in the Fiscal Year 2023-24 adopted budget within the LA Impact FAF fund. There is no impact to the City's General Fund.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

This report and the attached agreement were reviewed by the City Attorney

ATTACHMENTS

1. EAS Service Agreement
2. Resolution 23-50

RESOLUTION NO. 23-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN AGREEMENT WITH ENFORCEMENT AVIATION SERVICES.

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

Section 1. That the Mayor and Assistant City Clerk of the City of La Verne are hereby authorized to execute the agreement with Enforcement Aviation Service, for air support services attached hereto and made a part hereof by reference as though the same were set forth in full herein.

Section 2. 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 17th day of July 2023.

ATTEST:

Tim Hepburn, Mayor

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA VERNE)

I, Lupe Gaeta Estrella, Assistant City Clerk of the City of La Verne, Do HEREBY CERTIFY that Resolution No. 23-50, was duly passed and adopted by the said City Council at a regular meeting of the said Council held on the 17th day of July 2023, and passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

**AGREEMENT FOR AVIATION MAINTAINANCE SERVICES
BETWEEN
THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME
TASKFORCE - JOINT POWER AUTHORITY, CITY OF LA VERNE,
AND
ENFORCEMENT AVIATION SERVICES**

This Agreement for Aviation Maintenance Services is entered into this 17th day of July 2023 between The Los Angeles Interagency Metropolitan Police Apprehension Task Force, a California Joint Powers Authority ("L.A. IMPACT"), the City of La Verne, and Enforcement Aviation Services, Inc. ("EAS").

RECITALS

A. L.A. IMPACT is a multi-agency, multi-jurisdictional major crime task force, organized as a Joint Powers Authority (JPA) in 2011 under Government Code section 6500 et seq.

B. L.A. IMPACT owns a Eurostar (A-Star B2) rotorcraft used to accomplish the mission and operations of the JPA. The day-to-day management and deployment of this rotorcraft is facilitated by the Pasadena Police Department - Aviation Support (PPD), which includes the scheduling of general maintenance of the rotorcraft.

C. L.A. IMPACT contracts with the City of La Verne for various financial functions and responsibilities, including serving as the JPA Treasurer and the Fiduciary related to federal asset forfeiture awards. Payments to vendors for L.A. IMPACT expenses are paid through the City of La Verne from both JPA and City of La Verne funds.

D. EAS is a private service corporation that provides general maintenance services for various rotorcraft, including the manufacturer and model owned by L.A. IMPACT.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Upon execution of this agreement, EAS will provide aviation maintenance services to the L.A. IMPACT as detailed in "Attachment A."

(a) Upon request by L.A. IMPACT (including PPD representatives), EAS will respond to the PPD flight operations location to service the rotorcraft. Unless prior written approval is given by L.A. IMPACT, EAS will furnish all required tools and equipment to complete any requested service.

(b) On significant maintenance projects, L.A. IMPACT may elect to obtain multiple bids to ensure the best price for services. In these situations, should EAS be the lowest bid, the cost for the specific service will not be counted in the annual maximum amount in Section

2. **COMPENSATION.** L.A. IMPACT, through the City of La Verne, agrees to pay EAS for time and material as detailed in Attachment A, for servicing the L.A. IMPACT

rotorcraft.

(a) Hourly service rate of \$110.00 per hour, based on 15-minute increments.

(b) Any required general supplies (such as consumables, oil, filters, etc.) shall be itemized in the invoice in which the service was completed.

(c) Any specialized items / materials with a cost over \$500.00 shall be pre-approved so that L.A. IMPACT can ensure informal or formal competitive bidding is completed as needed.

3. TERM. This Agreement shall remain in effect for a period of twelve (12) months from July 1, 2023 – the effective date of this Agreement or until \$125,000.00 has been expended and/or reimbursed through this Agreement, whichever comes first. This agreement may be renewed for up to three fiscal years if there are no changes to the hourly service rate, or if all parties agree on writing to any hourly service rate changes.

This Agreement may be terminated by either party (EAS or JPA / La Verne) with an advance 90 (ninety) day notice. At such time as the Agreement is terminated, EAS agrees to provide L.A. IMPACT with all records and pre-paid parts related to the rotorcraft. L.A. IMPACT agrees to compensate EAS for any outstanding invoices or agreed costs.

4. INSURANCE. EAS shall obtain and maintain a commercial general liability insurance policy with a minimum of \$10 million coverage per occurrence, with a \$20 million annual aggregate. EAS shall name L.A. IMPACT and the City of La Verne as additional insureds in an endorsement to the policy. EAS shall provide the Certificate of Insurance and the endorsement to the policy to L.A. IMPACT for approval.

5. INDEMNIFICATION. To the fullest extent provided by law, EAS shall indemnify, defend and hold harmless L.A. IMPACT and the City of La Verne, and their respective elected and appointed officials, and their agents and employees, from any and all claims, demands, damages, costs, expenses judgments or liabilities arising out of the negligent performance or attempted performance of the provisions of this Agreement, including any willful or negligent act or omission to act on the part of EAS or its agents or employees or other independent contractors directly responsible to it. Each party to this agreement shall immediately notify the other upon notice of any accident, injury, claim or demand arising out of or in connection with this Agreement.

6. EAS NOT AN AGENT. Except as L.A. IMPACT may specify, in writing, EAS, its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of L.A. IMPACT, as agents or otherwise, or to bind L.A. IMPACT or the City of La Verne to any obligation.

7. FAIR EMPLOYMENT PRACTICES. EAS agrees that all persons employed by EAS shall be treated equally without regard to or because of race, religion, gender, gender identity, gender expression, sex, sexual orientation, age, disability, immigration status, citizenship, color, ethnicity, or national origin, ancestry in compliance with all anti-

discrimination laws of the United States of America and the State of California.

8. COMPLIANCE WITH LAWS. EAS agrees to comply with all local, State and Federal laws, rules, and regulations, including FAA rules, now or hereafter in force, pertaining to the services performed by EAS pursuant to this Agreement in the operation of the L.A. IMPACT rotorcraft.

9. SEVERABILITY. Both parties agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

10. ATTORNEY'S FEES. If any legal action, including an action for declaratory relief, is brought to enforce or interpret any of the provisions of this Agreement, each party shall bear their own attorney's fees and costs of suit.

11. AUTHORITY TO EXECUTE. The parties acknowledge and represent that the person executing this Agreement on each party's behalf has the authority to do so.

12. NOTICES. Any notice required in this Agreement to be given to the parties may be delivered either by personal delivery or by depositing in the United States mail, postage prepaid, addressed as follows:

ENFORCEMENT AVIATION SERVICES, Inc.
David Marquez
Chief Executive Officer
8281 Peters Avenue
Midway City, CA 92655-1620

L. A. IMPACT
Rigoberto Garcia
Executive Director
5700 S. Eastern Avenue
Commerce, CA 90040

CITY OF LA VERNE
Ken Domer City Manager
3660 "D" Street
La Verne, CA 91750

15. CALIFORNIA LAW TO GOVERN. This Agreement is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California.

16. ENTIRE AGREEMENT. This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof. No other agreements not specifically contained herein, oral, or otherwise, shall be deemed to exist or to bind any of the Parties hereto.

17. WAIVER, MODIFICATION AND AMENDMENT. No provisions of the Agreement may be waived unless in writing, signed by all parties. Waiver of any one provision therein shall not

be deemed to be a waiver of any other provision therein. The Agreement may be modified or amended only by a written agreement executed by all of the parties.

///

///

18. COUNTERPARTS. This Agreement may be signed in counterparts, and a facsimile or electronic copy of a signature shall serve as an original for all purposes.

IT IS SO AGREED.

ENFORCEMENT AVIATION SERVICES

Dated:_____

By: _____
David Marquez
Chief Executive Officer

L.A. IMPACT

Dated:_____

By: _____
Rigoberto Garcia
Executive Director

CITY OF LA VERNE

Dated:_____

By: _____
Tim Hepburn
Mayor, City of La Verne

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Kimberly Barlow
City of La Verne
City Attorney

Lisa A. Vidra
L.A. IMPACT
General Counsel

City of La Verne, City Council Agenda Report



DATE: July 17, 2023
TO: Honorable Mayor and City Council
FROM: Meg McWade, Public Works Director
SUBJECT: DECLARATION OF SURPLUS PROPERTY

SUMMARY

This action will declare 11 vehicles as surplus property due to age, condition, or no longer meeting operational requirements. Once declared surplus, the equipment will be disposed of per Administrative Regulation No. 606.

RECOMMENDATION

It is recommended the City Council declare the vehicles and equipment identified in Attachment 1 as surplus to the City's needs and direct staff to dispose of each asset per Administrative Regulation No. 606.

DISCUSSION

The Fleet Maintenance Division of the Public Works Department is responsible for the purchase and maintenance of all vehicles and equipment used by the City's various departments. The Division prepares specifications for the purchase of new vehicles and equipment, provides routine maintenance and repairs of such equipment, establishes equipment replacement plans, and is responsible for disposing of declared surplus equipment.

Certain vehicles and equipment have been depreciated and are scheduled for replacement. Each unit on the proposed surplus list (Attachment 1) is no longer useful or is ineffective for current operational requirements. Each will become surplus and will be disposed of per Administrative Regulation No. 606. The typical process is for the City to auction the equipment through a third-party vendor with proceeds returned to the Equipment Fund. There will be 11 vehicles declared surplus with this action and proceeds will be determined by the current used vehicle auction market.

FISCAL ANALYSIS

Any proceeds from the auction of these vehicles/equipment will be placed in the Equipment Maintenance Fund. The proceeds are difficult to predict given current market conditions but are anticipated to be less than \$50,000.

ENVIRONMENTAL ANALYSIS

This action is not considered a "Project" under the definition of the California Environmental Quality Act (CEQA) and is therefore not subject to CEQA review.

ATTACHMENTS

1. Surplus Equipment Listing
2. Administrative Regulation 606 – Disposal of Surplus Equipment and Property

Report Prepared By:
Joe Vieyra, Fleet Manager

City of La Verne – Equipment Maintenance
Surplus Equipment Listing – July 2023

UNIT NO.	DEPARTMENT	VIN/SERIAL #	ITEM
2077	Water	1FTVF12V09KA47811	2009 Ford F-150
2082	Water	1FTVF12V99KA47810	2009 Ford F-150 CNG
2083	Water	1FTVF12V29KA47809	2009 Ford F-150 CNG
2022	Parks	1FTVF12V19KC73081	2009 Ford F-150 CNG
2084	Water	1FTRX12V29KA47808	2009 Ford F-150 CNG 4 Door
4173	Police	1FM5K8AR3GGA77907	2016 Ford Police Interceptor
4179	Police	1FM5K8AR8HGA77127	2017 Ford Police Interceptor
3115	Police	1FTFW1CF1DFD11776	2013 Ford F-150 4 Door
2118	Police	1FTPW12588FB82471	2008 Ford F-150 4 Door
2071	Water	1FDWE45F82HB70235	2002 Ford E-450 Cam Van
2024	Fleet	1FTRX17W31KA71671	2001 Ford F-150 Ext Cab



City of La Verne Administrative Regulation

NUMBER: 606

EFFECTIVE DATE: 11-26-01

ISSUED: 1-12-99

REVISED: 11-26-01

SUBJECT: DISPOSAL OF SURPLUS EQUIPMENT AND PROPERTY

I. PURPOSE: To establish policy guidelines for the disposal of City owned vehicles, equipment, tools, real property, office equipment, machines, furniture and other miscellaneous property.

II. GENERAL POLICY: It shall be the responsibility of the operating department to identify surplus property, obtain necessary approvals, including Council authorization, and to coordinate arrangements for departmental transfer, bidding, auction or private sale of the items. The operating department shall also inform the finance division, in writing, about the disposition of the property. This notification shall include, at minimum, a listing of the items sold, authorization to surplus received from, the price received for each, the name and address of the buyer (or auctioneer) and the asset tag or other identifying number, such as a vehicle number, if available.

III. PROVISIONS: An operating department must notify all City departments in writing of the availability of surplus property and offer such property to interested departments prior to initiating any public bidding or other sale of the property. The transfer of surplus property from one department to another having potential use of the property shall be at the sole discretion of the City Manager.

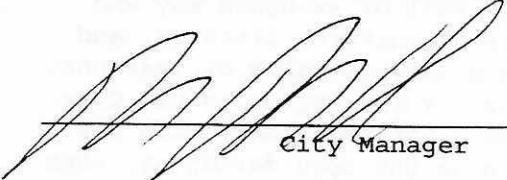
A. Approvals. The following approvals shall be required to declare property as surplus:

1. **Vehicles and Heavy Equipment.** Property in this category shall be declared surplus by an action of the City Council.
2. **Real Property.** Property in this category shall be declared surplus by an action of the City Council.
3. **Hand Tools, Office Equipment, Furniture and Fixtures.** Department Heads are authorized, from time to time, to sell or exchange any and all hand tools, office equipment, materials, furniture, fixtures, and other personal property of the City having a salvage value of less than \$500 and which is obsolete or unserviceable, or is surplus to the City, or for which replacement is to be purchased. The Department Head may sell the same for the best price obtainable in the open market or, when he or she deems it advisable, to the highest bidder at a public sale, or he or she may exchange the same for other property or for credit on other property. The approval of the City Manager shall be secured prior to the sale or exchange of any surplus item having a salvage value of \$500 or more.

In the event the Department Head determines that any such obsolete

or surplus property has no salvage value, he or she may dispose of it as he or she deems advisable.

4. **Miscellaneous Property.** The disposal of all property not categorized above shall require the approval of the City Manager.
- B. **Disposal of Surplus Property.** All property declared surplus should be disposed of using the following priorities:
1. **Departmental Transfer.** Surplus property shall first be offered to all City departments for their potential use.
 2. **Public Sale or Auction.** Property not transferred to another department shall be publicly sold using accepted methods or through an approved auction process. If a department chooses to conduct an in-house sale process of equipment, the department head must submit a written list of guidelines to the City Manager for approval prior to advertising the sale. At a minimum, these guidelines must include the following:
 - How the sale will be advertised
 - An estimate of item's value and the source.
 - Noticing a sealed bid process and the methodology for selecting the highest bid.
 - Noticing the City has the right to reject any and all bids.
 - Noticing the minimum bid amount.
 - Scheduled date and location of public opening of the bids.
 - Department Heads and Mid Management employees are **not eligible to purchase their department's surplus property.**
 - Verification from Finance of whether the item requires reporting of sales tax. If so, indicate in bid that sales tax will be added to final bid.
 - Indication on the bill of sale that the sale of the item is final and sold "As is" with no promises or warranties provided.
 - Notification to Finance of sale with name of purchaser and sale amount and sales tax to be reported if applicable.
 3. **Dismantled and Scrapped.** All remaining items as well as those previously declared nonfunctional, unserviceable and obsolete may be dismantled and discarded using appropriate means.



City Manager



Date

City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Chris Nigg, Fire Chief

**SUBJECT: DISPOSAL OF SURPLUS FIRE DEPARTMENT SELF-CONTAINED
BREATHING APPARATUS AND EQUIPMENT**

SUMMARY

The Fire Department recently replaced its entire cache of self-contained breathing apparatus (SCBA), thereby rendering its previous cache of outdated SCBAs as surplus equipment. In addition, the Department has recently replaced all handline nozzles and hydraulic rescue equipment, thus rendering replaced items additionally as surplus.

RECOMMENDATION

It is recommended that the City Council authorize the Fire Chief to declare various equipment no longer used as Surplus per Administrative Regulation (AR) 606.

DISCUSSION

The Fire Department's previous SCBA equipment became obsolete when the manufacturer suddenly ceased production and ongoing support. As such, the Department purchased, and immediately placed in service, an entirely new brand and model of SCBAs last calendar year. The Department has determined that the previous equipment is no longer needed and should be considered surplus in addition to other outdated equipment.

Associated equipment beyond the SCBAs include air cylinders, harnesses, facepieces, communication components, hydraulic tools, and hose nozzles.

The equipment proposed for disposal includes:

- 30 Honeywell Titan SCBA back frame/backpacks
- 87 Honeywell Luxfor 4500PSI high pressure DOT air cylinders
- 14 Honeywell Titan SCBA facepiece with voice amplifiers
- 3 Honeywell RIT/RIC bags with accessories
- 2 Hurst Hydraulic rescue tool systems and power units
- 25 TFT handline nozzles

FISCAL ANALYSIS

In accordance with AR 606, the surplus SCBAs and other equipment will be auctioned off to the highest bidder via government equipment auction. The monies derived from selling the excess equipment will be returned to the Fire Department Equipment Replacement Fund and General Fund, respective to the original contribution during initial purchase.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

Not applicable.

ATTACHMENTS

None

Report Prepared By: Robert Russell, Fire Battalion Chief.

City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: JR Ranells, Assistant City Manager

SUBJECT: RESOLUTION NO. 23-52 AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE CITY EMPLOYEES' ASSOCIATION

SUMMARY

The City's dispatch center staffing is experiencing unprecedented turnover and recruitment challenges requiring a significant amount of additional coverage by remaining Communications Officers. The proposed side letter agreement to the Memorandum of Understanding (MOU) with the La Verne City Employees' Association (LVCEA) will allow double-time compensation for mandatory hours worked in recognition of employees working above and beyond traditional overtime hours to meet staffing needs.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE CITY EMPLOYEES' ASSOCIATION."

DISCUSSION

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

The City is in active negotiations with the LVCEA. However, a full tentative agreement has not been reached and the City has an immediate need to address a staffing issue in the Police Department Dispatch Center.

The City has eight (8) full-time Communications Officers, also known as dispatcher positions, budgeted for the current fiscal year. However, the Police Department is currently down to five (5) filled positions. The City has been actively trying to get to full staffing. However, recruitment and retention are an ongoing challenge and the City recently lost two (2) trainees prior to completing a probationary period leaving the dispatch center short for the foreseeable future related to the time needed for recruitment, onboarding, and training. As a result of the staff shortages, current dispatchers are required to work significant amounts of mandatory overtime.

At the request of Police Department Administration and with direction provided by the City Council in closed session, Staff has engaged in discussions with the LVCEA to enter into a Side Letter agreement to the MOU to incentivize when dispatchers are mandated to work outside of their normal schedule.

If the Side Letter is approved, the City will implement additional overtime compensation considerations for Communications Officers for the period of July 2, 2023, through December 31, 2023. In the event Dispatch staffing is not at full complement with eight (8) fully trained dispatchers, the *Overtime Pay* or *Compensatory Time* off rate will be at two-times for mandatory shifts requiring mandatory coverage or mandatory hold over hours. If staffing levels continue to be an issue after December 31, 2023, the City Manager, upon mutual agreement with the LVCEA, can extend the additional overtime considerations up to three (3) months through March 31, 2024.

FISCAL ANALYSIS

There are no requested appropriations or additional expenditures from the General Fund at this time. Increased costs as a result of the additional compensation are anticipated to be offset with savings from the vacant positions. However, the impacts will be evaluated with the mid-year adjustment process and addressed accordingly.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

This report was reviewed and approved by the City Attorney.

ATTACHMENTS

1. Resolution 23-52
2. Proposed LVCEA Side Letter

RESOLUTION NO. 23-52

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE CITY EMPLOYEES' ASSOCIATION

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

Section 1. The City Manager of the City of La Verne is hereby authorized to execute a Side Letter Agreement to the Memorandum of Understanding between the City of La Verne and the La Verne City Employees' Association, said side letter 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. 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 17th day of July 2023.

Mayor Tim Hepburn

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution No. 23-52 was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 17th day of July 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

**SIDE LETTER AGREEMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LA VERNE AND THE LA VERNE CITY EMPLOYEES'
ASSOCIATION**

The City of La Verne ("City") and the members of the La Verne City Employees' Association ("Association") entered into a Memorandum of Understanding (MOU) effective July 18, 2022 – June 30, 2023.

The City and Association are currently in good faith negotiations on a successor MOU. However, it is not anticipated those negotiations will result in a tentative agreement prior to July 17, 2023. Therefore, based on mutual interest, the City and Association would like to enter into a side letter agreement to address current staffing issues in the dispatch center.

Pursuant to the provisions of the Meyers-Milias-Brown Act, this Side Letter of Agreement is entered into on this 17th day of July, 2023, between the City and the Association.

Except as provided herein, all wages, hours and other terms and conditions of employment presently provided to the Association and contained in the MOU shall remain in full force and effect.

The City and the Association have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and now therefore agree that **Article 10** of the current MOU effective July 2022 will be amended as of July 2, 2023, as follows by adding:

F. **Dispatch Center Staffing.** In consideration of the current staffing situation and the need to cover the required 24/7 schedule of the dispatch center, the City will implement additional overtime compensation considerations for Communications Officers for the period of July 2, 2023 through December 31, 2023. In the event Dispatch staffing is not at full complement with eight (8) fully trained dispatchers, the *Overtime Pay* or *Compensatory Time* off rate will be at two-times hourly pay for mandatory shifts requiring mandatory coverage or mandatory hold over hours. Note, full time equivalent positions include all active employees on staff, assigned to the dispatch center, even those who may be on approved leave such as FMLA, disability, workers' compensation, administrative leave, etc. If staffing levels continue to be an issue after December 31, 2023, the City Manager, upon mutual agreement with the Association, can extend the additional overtime considerations up to three (3) months through March 31, 2024.

DATED _____

DATED _____

LA VERNE CITY EMPLOYEES' ASSOC.

CITY OF LA VERNE

By _____
LVCEA Representative

By _____
Ken Domer, City Manager

By _____
LVCEA Representative

By _____
JR Ranells, Asst. City Manager

City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: JR Ranells, Assistant City Manager

SUBJECT: RESOLUTION NO. 23-55 AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE POLICE MIDDLE MANAGEMENT ASSOCIATION

SUMMARY

The Memorandum of Understanding (MOU) with the La Verne Police Middle Management Association (LVPMMMA) expired on June 30, 2023. Staff and association representatives have been meeting since the fall of 2022 on a successor agreement. Based on City Council direction and support of the terms discussed during closed session, a tentative agreement has been reached and staff is now seeking formal approval from City Council to finalize the MOU.

RECOMMENDATION

Adopt Resolution No. 23-55 titled, "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE POLICE MIDDLE MANAGEMENT ASSOCIATION."

DISCUSSION

As per State law, the City is required to meet and confer with recognized employee groups over wages, benefits, and working conditions. The agreement currently in place with the LVPMMMA expired on June 30, 2023.

In short, the new two (2) year agreement addresses compensation issues for current LVPMMMA members, incorporates future fiscal sustainability measures, and provides insurance considerations for future employees.

A primary point of discussion in negotiations was the issue of the compaction formula related to compensation between the sergeant and lieutenant positions. A compaction formula exists to ensure adequate separation between the two positions. Due to compensation afforded to sergeants related to special assignment pay, education pay, shooting pay, and training pay, the current compaction formula is no longer providing an adequate separation between positions. Therefore, the proposed MOU increases the current compaction formula from fifteen percent (15%) to twenty percent (20%) to address this issue.

Additionally, in line with Council direction to provide future fiscal sustainability, LVPMMMA members will begin contributing a larger amount toward retirement benefits by paying one-half percent (0.5%) of the employer's share of PERS retirement benefits as soon as the necessary contract amendments can be executed. Another one-half percent (0.5%) totaling one percent (1%) will be contributed by LVPMMMA members as of July 2024.

Lastly, future members will have an increase in medical insurance tiers for capped employees and City dental insurance contributions are increasing to \$44 per month.

FISCAL ANALYSIS

Salary increases as a result of the compaction formula change and anticipated future salary adjustments supported by Measure LV revenues are estimated to be \$28,000 for Fiscal Year 2023/24. This amount has been included with the approval of appropriations related to the full-time salary chart adoption.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

This report was reviewed and approved by the City Attorney.

ATTACHMENTS

1. Resolution 23-55
2. Proposed LVPMMMA MOU

RESOLUTION NO. 23-55

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA VERNE AND THE LA VERNE POLICE MIDDLE MANAGEMENT ASSOCIATION

BE IT RESOLVED by the City Council of the City of La Verne 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 Police Middle Management 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. 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 17th day of July 2023.

Mayor Tim Hepburn

ATTEST:

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I hereby certify that the foregoing **Resolution No. 23-55** was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the **17th day of July, 2023**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA VERNE
AND
THE LA VERNE POLICE MIDDLE MANAGEMENT ASSOCIATION**

Article 1 – Recognition

The City of La Verne (hereinafter referred to as "City") has formally recognized the La Verne Police Middle Management Association (hereinafter referred to as "Association") as the representative for full-time City employees in the classification of Police Lieutenant.

Article 2 – City Council Approval

It is agreed that this Memorandum of Understanding (MOU) is of no force or effect until ratified, approved and 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 MOU provisions and to the extent that the following are not within the scope of representation, the parties agree that the following constitute the rights of management:

1. The right to hire, promote, demote, suspend, discipline, or discharge any employee in accord with state and federal law.
2. 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.
3. Determine services to be rendered.
4. Determine the layout of buildings and equipment and materials to be used therein.
5. Determine the size and character and use of inventories.
6. Determine financial policy, including accounting procedure.
7. Determine the staffing of classifications not represented by the Association.
8. Determine selection, or promotion of employees.
9. Determine the size and character of the work force.
10. 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.
11. Determine policy affecting the selection of new employees.
12. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required.
13. Impose discipline.
14. Determine control and use of City property, materials, and equipment.

15. Place work with outside firms.
16. Determine the kinds and numbers of personnel necessary.
17. Require employees, where necessary, to take in-service training courses during working hours.
18. 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 this Agreement.

Article 4 – Association Rights

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

Article 5 – No Work Stoppage

Employees covered by this Memorandum of Understanding and the Association agree that there will be no strike, slow down, or any other work stoppage.

Article 6 – Salary and Classification Plan

- A. **Salary.** A five-step salary schedule with five percent (5%) difference between steps is hereby established. Each 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. **Median Salary Range Adjustment.** Effective at the beginning of the first full pay period of July 2022, the City will provide members a base salary increase equal to the projected July market median for Sergeant as of June 15, 2022 (4.5%).~~

~~The local agencies that will be surveyed for comparison purposes include the cities of Azusa, Baldwin Park, Chino, Claremont, Covina, Glendora, Monrovia, Montclair, Ontario, Pomona, Upland, West Covina, and the County of Los Angeles.~~

~~**Compaction Factor.** In recognition of Sergeants being eligible for 10% education pay and to~~ To ensure sufficient separation of compensation between Sergeants and Lieutenants is maintained, a minimum of ~~45~~20% plus \$100 monthly variance will be kept between top step Sergeant plus Advanced POST and bachelor's degree and top step Lieutenant. ~~The City and Association may look at the factor each year~~ Each year the City and Association will look at the factor to determine if adjustments are necessary.

~~After normal salary adjustments have been made, the~~ The compaction factor will be added to the top step of ~~median market~~ salary for Lieutenants. When salary adjustments are scheduled, the City will perform a market median analysis for the Lieutenant top base salary and compare it with the top step Lieutenant with compaction. The formula to determine the adjusted base salary will be as follows:

Current Top Step Sergeant Annually * 10% = X
 X * 4520% = Y
 Y + \$1,200 = Step 5 Lieutenant w/ Compaction

The adjusted compaction formula equates to the following utilizing current annual top step for Sergeant:

\$149,331.5560 = \$1749,734.28197.92 + \$1,200 =
\$172,934.28 180,397.92
 [Step 5 Srgt.+10% Ed.] [4520% Cmpctn.] [\$100/mnth.] [Step 5
 Lt.w/Cmpctn.]

G.B. Exceptional Performance Award. In order to recognize exceptional achievements and contributions, employees covered by this Resolution may be granted an Exceptional Performance Award of up to five percent (5%) of base salary. Determination of whether an employee meets the standard will be made by the City Manager during an employee's annual evaluation. An employee may not be the recipient of an Exceptional Performance Award more frequently than once in a three (3) year period. This award will be administered in accordance with Administrative Regulation No. 304.

Article 7 – Sick Leave

- A. Accrual Rate. Employees shall accrue sick leave at the rate of eight (8) hours per month for each calendar month of service.
- B. Deduction. Sick leave granted by the City and used by the employee shall be deducted from the employee's accrued sick leave balance.
- C. Accumulation. Sick leave may be accumulated indefinitely as long as the employee works for the City.
- D. Accrual During Leave with Pay. Employees granted leave with pay shall accrue sick leave as herein provided.
- E. Accrual After Separation. Sick leave shall not ~~accrue to or be granted to an employee after separation from City service, while placed on leave without pay, or during any other absence not authorized by the City, be accrued by any employee absent from duty after separation from City service or during absence without pay.~~
- F. 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.

- G. **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.
- H. **Bereavement/Family Leave.** Sick leave may be granted for death 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, mother-in-law, father-in-law) not exceeding five (5) days per occurrence. Evidence of family relationship may be required before such sick leave is granted. One week generally means forty (40) hours; however, an employee assigned to an alternative workweek may require more than 40 hours to take one (1) week of bereavement leave. Use of bereavement leave shall not be factored as sick leave ~~under Section J(4) below~~ or for performance evaluation purposes.
- I. **Family Illness or Disability.** An employee will be eligible to use accrued sick leave for up to 80 hours in the calendar year when there is a sickness or disability involving a member of his/her immediate family, which requires the employee's personal care and attendance. (For purposes of this section, members of the immediate family shall be defined as spouse, children, parent or parent-in-law.) Additional time may be granted at the discretion of the Police Chief.
- J. **Utilization Procedure.** An employee requesting paid sick leave in accordance with Sections G (Personal Illness or Disability) or Section H (Bereavement/Family Leave), or Section I (Family Illness or Disability) above, shall comply with the following:
1. **Call-in Procedure.** The employee shall personally make contact with the Department at least two (2) 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 personally make contact with the Department, the individual designated to provide notification of the absence shall personally make contact with the Department.
 2. **Basis for Absence.** The employee or other individual providing notification to the Department of the employee's absence shall provide the Department with the specific reason for the absence. ~~If the absence is for illness or disability of the employee or a family member, the specific nature of the sickness or disability must be specified and logged by the Department.~~
 3. **Accessibility.** An employee who has called in sick for personal illness/disability for family illness/disability shall be available at his/her residence for telephone or personal contact from the Department during the employee's assigned shift. Exceptions to this requirement shall be authorized where necessary to provide care for an immediate family member residing elsewhere, to seek medical treatment, or to obtain medication.
- K. **Sick Leave Conversion.**

1. Employees with 15 to 20 years of service with the City of La Verne who separate or retire from the City for non-disciplinary reasons may convert a portion of their sick leave balance to vacation leave on a 2:1 basis as outlined in section 6 below, i.e., an employee with 19 years of service who has a current balance of 300 hours of sick leave would receive 150 hours of vacation.
2. Employees who retire from the City with 21 years of service or more with the City on a regular service retirement, may convert sick leave to vacation leave on a 3:1 basis to a maximum of 500 hours at 28 years as outlined in section 6 below, i.e., an employee with 25 years of service who has a current balance of 1100 hours of sick leave would be eligible to receive 366 hours of vacation.)
3. An employee with 20 or more years of service with the City that is retiring or has submitted an application for retirement for an industrial disability retirement through PERS will only be eligible for conversion above the 20 year level if the retirement is the direct result of a permanent disabling injury (not illness) that occurred in the line of duty, as a result of a single on-duty incident during the actual performance of law enforcement duties.
4. An employee with 20 or more years of service that either has a retirement that does not qualify under subsection 2 or 3; or separates from the City for non-disciplinary reasons will be capped at 320 converted hours.
5. Notwithstanding the restrictions above, employees who separate with more than 20 years of service who do not have the necessary hours to increase their convertible hours on the 3:1 ratio will be eligible for the 2:1 ratio, however hours will be capped at 320 converted hours.
6. **Conversion Table.**

<u>Years of Service</u>	<u>Maximum # of Hours that can be converted</u>	<u>Conversion</u>
15-20	640	320
21	975	325
22	1050	350
23	1125	375
24	1200	400
25	1275	425
26	1350	450
27	1425	475
28	1500	500

7. Any sick leave hours converted to vacation hours, may not be reported to PERS for purposes of adding service credit.

Article 8 – Holidays

Due to the unique nature of work hours in the Police Department, the following policies will be observed:

- A. **Shift employees.**

1. **Definition.** Employees assigned to patrol who are scheduled to work the 3/12 plan are regarded as "shift employees" for purposes of this article. Employees assigned to patrol that are temporarily assigned to the 5/8 plan due to training or light duty shall continue to be regarded as shift employees for purposes of this article.
2. **Holiday Pay.** Shift employees and the Lieutenant assigned to the Detective Bureau shall receive eighty (80) hours of holiday pay per year at straight time on a prorated basis over twenty-four (24) pay periods during the calendar year. In addition, a shift employee who works on a holiday (as described in B-(2) below) will receive pay for all hours worked at the time and one-half rate. In accordance with the limits set forth in Article 16 of this Agreement, all premium pay for hours worked on a holiday must be received by the employee in the form of pay rather than compensatory time. In consideration of this benefit being provided to the Detective Bureau Lieutenant, individuals in that assignment will not be entitled to overtime as provided in Article 16 for any hours worked relative to their Detective Bureau assignment.
3. **Transition from Shift to Non-shift Status.** When it is confirmed in writing that a shift employee will be reassigned to non-shift status for a period of three (3) months or longer, he/she will cease to receive holiday pay on a prorated basis. As a non-shift employee, said employee will be entitled to receive paid time off for authorized holidays.

B. **Non-shift Employees.**

1. **Definition.** Employees who are not assigned to patrol under the 3/12 plan are regarded as "non-shift employees" for purposes of this article.
2. **Authorized Holidays.** Non-shift employees shall receive pay for their assigned shifts on the following ten (10) holidays on a straight-time basis:

1. New Year's Day	7.	
2. Presidents Day		Thanksgiving
3. Memorial Day	8.	
4. Independence Day		Day after Thanksgiving
5. Labor Day	9.	
6.	V	Day before Christmas
Veterans Day	10.	
		Christmas Day
3. **Weekends.** In the event that any of the above holidays falls on a non-work day (i.e., Saturday or Sunday), the Chief will have discretion to identify the closest regular work day prior to or after as the observed holiday. In the event that a non-shift employee is called in to work on a holiday, he/she shall receive pay for all hours worked at the rate of time and one-half.
4. **Transition from Non-shift to Shift Status.** When it is confirmed in writing that a non-shift employee will be reassigned to shift status for a period of three (3) months or longer, he/she will receive prorated holiday pay pursuant to Section A(2) of this Article in lieu of paid time off.

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Article 9 – Vacations

- A. **Accrual.** All employees 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.

1. During the employee's first five (5) full consecutive years of employment, the employee shall accrue one hundred twelve (112) hours of vacation leave per year.
2. Beginning with the employee's sixth (6th) full consecutive year of employment and continuing through the fourteenth (14th) plus year, the following vacation shall accrue:

Years of Continuous Service	Hours of Vacation
6	144
8	160
10	184
12	192
14 or more	200

B. **Vacation Cap.**

1. Employees classified as a Lieutenant or Sergeant as of January 31, 2020, will not have their vacation capped.
2. New members not at the rank of Sergeant or higher as of January 31, 2020 will have vacation hours above 400 cashed out at their pre-promotional rate (salary rate prior to promoting to Lieutenant). After promotion, these affected employees will be allowed to accrue over 400 hours until the last pay period of December each year, ~~—A at which time, members will be cashed out for all hours over 400 at their then current rate.~~ Cash out will be included on the last payroll of December.
3. New employees hired and current employees who were not previously LVPOA members before November 5, 2018, will have the same restrictions and provisions as those detailed in the ~~November 2018~~ applicable LVPOA MOU.

- C. **Scheduling.** Scheduling of employee vacation leave shall be at the discretion of the City with due regard for the work requirements of the City.
- D. **During Leave/After Separation.** Vacation leave shall not ~~accrue to or~~ be granted to an employee after separation from City service, ~~while placed on leave during a City authorized leave of absence~~ without pay, or ~~during~~ any other absence not authorized by the City.
- E. **Deduction.** Vacation leave used by an employee shall be deducted from the employee's accrued vacation leave.
- F. **Accrual During Leave with Pay.** Employees granted a leave of absence approved by the City with pay shall accrue vacation leave.
- G. **Payment Upon Separation.** A permanent employee separated from City service shall receive compensation for his/her total accrued vacation leave at the employee's then current salary rate.
- H. **Catastrophic Cash Out.** An employee who experiences unexpected financial obligations due to catastrophic conditions such as family medical expenses,

death in the family, etc., may request authorization from the City Manager to "cash out" accumulated vacation hours provided, however, that the employee shall retain an accumulated vacation balance of at least 80 hours (2 weeks). Approval of such a request is subject to the sole discretion of the City Manager.

- I. **Annual Cash Out.** Employees with a minimum of 500 hours of accumulated sick leave may "cash out" up to forty (40) hours of accumulated vacation on an annual basis provided that subsequent to the cash out, the employee shall retain a minimum vacation accrual balance of 108 hours. Said vacation cash out shall be approved on the condition that it is paid to the employee in conjunction with an approved vacation leave of at least one week in duration.
- J. **Deferred Compensation Plan Cash Out.** Pursuant to IRC Section 414(v), employees age 50 or older can defer additional "Age-50 Catch-Up" contributions to their 457(b) Deferred Compensation account above the annual 457(b) deferral limit. The amount for 2023 is \$7,500 and is subject to an annual cost-of-living increase based on the Consumer Price Index (CPI). Employees who are or will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the annual Age 50 Catch-Up limit of vacation hours each year and have the funds deposited directly into the 457(b) plan. However, the employee's total annual standard (non-catch-up) deferrals into the Plan must be equivalent to the maximum deferral limit for the calendar year (\$22,500 for 2023, indexed ongoing based on CPI) in order to deposit the additional "cash out" amount. The employee shall retain an accumulated vacation balance minimum of at least two weeks (72 or 80 hours). Employees age 50 or older are eligible to make increased contributions above the applicable deferral amounts as follows: \$5,500 for calendar year 2006 and beyond. Employees who will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the additional contribution shown above of vacation hours each year and have the funds deposited directly into deferred compensation. 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 employee shall retain an accumulated vacation balance of at least two weeks (80 hours).

Article 10 – Work Schedules

- A. **Normal Work Week.** The workweek for employees assigned to Patrol shall be the schedule commonly known as the 3/12 plan as approved by the Association and the City. Under the 3/12 plan, employees will be scheduled to work a total of 80 hours in a biweekly pay period. Depending on assignment, employees may be scheduled to work five (5) eight (8) hour days in a workweek or an alternative schedule approved by the Chief of Police.
- B. **Level Pay Adjustments.** In order to enable employees assigned to the 3/12 plan to receive consistent base pay for eighty (80) hours per pay period, biweekly payroll time cards may be adjusted to reflect eighty (80) hours even though the employee may have worked fewer or more hours during the regular

work schedule. For example, an employee who worked a short week of thirty-six (36) hours and a long week of forty-eight (48) hours during a biweekly pay period will have his/her time card adjusted by the addition of four (4) hours for the first week and the deletion of eight (8) hours for the second week.

Similarly, an employee who works two consecutive short thirty-six (36) hour weeks in a biweekly time period will have his/her time adjusted by the addition of four (4) hours for the first week and four (4) hours for the second week.

- C. **Reversion to Previous Work Schedules.** In the event that the City believes that the continuation of the modified work schedules is not in the best interests of the City or the affected employees, the modified work schedules will be abandoned and the Department will revert to the work schedules previously in effect upon provision of ninety (90) days written notice to the other party.
- D. **Training Bank.** In order to accommodate the scheduling and completion of ongoing departmental training, without incurring a substantial amount of overtime or impacting the number of personnel on patrol, the City and the Association agree to establish a "Training Bank." This Bank will consist of paid but unworked hours. Based on the patrol scheduling of 12-hour shifts in a combination of 3 3-shift weeks and 1 4-shift week, each officer assigned to patrol will accumulate 48 hours of unworked time over the course of 26 pay periods. This "balance will be tracked and used to accommodate an equal number of training hours scheduled throughout the year."
- E. **Training/Non-shift Assignment.** Hours worked in conjunction with training or another assignment will be in accordance with the Department policy.

Article 11 – Administrative Leave

Employees covered by this Memorandum of Understanding shall be allowed to take administrative leave at the discretion of ~~their~~ the Captain or Chief of Police, if applicable supervisor. Administrative leave is provided in recognition of the fact that employees covered by this MOU are faced with demands that require them to work overtime and odd hours without additional compensation. Unlike vacation, these days/hours cannot be accrued and no payoff shall occur at termination of employment.

~~Beginning January 1, 2020,~~ Administrative Leave will be capped at 80 hours annually (per calendar year). Use of hours will not be restricted or limited per pay period but must be approved by the Captain or Chief of Police, if applicable supervisor.

Article 12 – Probationary Period

- A. All promotional appointments shall be tentative and subject to a probationary period of one (1) year.
- B. The probationary period may be extended by the City for a period not to exceed three (3) months.

- C. During the probationary period, an employee will be evaluated at the end of six (6) months and twelve (12) months.
- D. 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 to the promoted position.
- E. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing an employee's work, for securing the most effective adjustment of a new employee to a position and demotion of an employee whose performance does not meet the standards of work.

Article 13 – Uniform Allowance

Each employee in the classification of Lieutenant who works a full calendar year shall receive a uniform allowance, currently one thousand twenty dollars (\$1,020) per year, which is payable as part of the first regular paycheck in November. Employees who retire from City service in the middle of a year shall have their uniform allowance prorated. Annual upward adjustments in the uniform allowance will be based on the median amounts for Lieutenants of the following local agencies: cities of Azusa, Baldwin Park, Chino, Claremont, Covina, Glendora, Monrovia, Montclair, Ontario, Pomona, Upland, West Covina, and the County of Los Angeles, survey agencies listed in Article 6.

Article 14 – Automobile

At the discretion of the City Manager, individuals assigned the role of Administrative Lieutenant may be provided with the use of a City owned automobile and fuel for business related purposes or a monthly automobile allowance in an amount determined by the City Manager not to exceed \$300 per month. In no case shall a monthly automobile allowance exceed the equivalent cost of a City owned automobile, fuel, insurance, and maintenance. When an individual is provided an auto allowance for using their own vehicle, they will be required to submit proof of insurance to the Personnel Office. Personal use of a City owned automobile or receipt of automobile allowance in excess of actual business use may be considered taxable by the Federal or State government and shall be solely the responsibility of the employee. However any such taxable portion or allocation shall not be treated as income by the City for purposes of payroll or other employment taxes and shall not be PER Sable.

Article 15 – Retirement

All employees shall be covered for retirement purposes by the Public Employees' Retirement System (PERS) 3% @50 full formula and Section 20024.70 (one year final compensation) in accordance with the contractual agreement between the City

and PERS.

The City and employees covered by this Agreement shall be subject to the rules and regulations as endorsed and accepted by the PERS Board, except as otherwise noted herein.

- A. **Employer Premium.** Premium cost is fixed by the governing board of PERS and is divided between the City and employee. The City shall pay any and all costs designated as employer charges as set forth by the PERS governing board. However, effective with the first pay period of July 2023 or upon the applicable amendment to the contract with PERS, Association members will begin contributing an additional one-half percent (0.5%) toward the employer's PERS contribution. Also, effective the first full pay period of July 2024, Associations members will contribute an additional one-half percent (0.5%) for a total addition of one percent (1.0%) of the employer's PERS contribution.
- B. **Employee Premium.** Employees will be responsible for paying the full amount of their employee contribution (9% of reported compensation).
- C. **Credit for Unused Sick Leave.** Effective July 1999, the City will bear the cost for the credit for unused sick leave benefit under PERS.
- D. **3rd Level 1959 Survivor Benefit.** Effective August 1988, the City will bear the cost for the 3rd Level 1959 Survivor benefit under PERS.
- E. **4th Level 1959 Survivor Benefit.** Effective September 2005, the City will bear the cost for the 4th level 1959 Survivor Benefit.

Article 16 – Medical and Dental Plans

- A. **Medical Plans – Active Employees as of November 5, 2018:** The City shall provide a medical plan approved by the Association through the Employee Health and Safety Committee for all employees and their dependents. Employees shall also have the ability to choose from an optional plan and the City will agree to pay an amount not exceeding the cost of the Health Net HMO or its equivalent plan for each tier.
 - 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.
- B. **Medical Plans – New Employees Hired After November 5, 2018:** For new employees hired and current employees who first become either an LVPOA member or LVPMMA member after November 5, 2018, the City shall contribute up to the following amounts toward health insurance benefits with any additional costs being the responsibility of the employee:
 - 1. Employee Only = \$6500
 - 2. Employee plus spouse = \$1,15000
 - 3. Employee plus child = \$950800
 - 4. Employee plus family = \$1,5300

C. **Medical Plans – Retired Employees:** The City shall provide monthly medical insurance contributions to retired employees up to the following amounts:

D. ■ Those who retired between 10-1-84 and 9-1-90:

- Single \$88.32

E. - Couple \$181.06

F. - Family \$247.30

G. ■ Those who retired between 9-2-90 and 12-31-99:

H. - Single \$110.00

I. - Couple \$225.00

J. - Family \$247.30

The amount of City-paid contributions towards medical insurance for those who retired prior to 12-31-99 shall be permanently fixed and will not be increased in conjunction with changes in monthly premium rates.

■ Those who retire after 1-1-00 will be provided with monthly medical insurance contributions in an amount of eighty-five percent (85%) of the monthly premium of the least expensive HMO plan (for the retiree and covered dependents). The amount of this City-paid monthly contribution toward medical insurance premiums for those retired after 1-1-00 shall not be permanently fixed and will increase in conjunction with changes in monthly premium rates. The City shall provide this benefit only to those retired employees and their dependents who meet the conditions shown below.

■ ~~These Employees-~~ who retire after 1-1-05 will be provided with a monthly medical insurance contribution in an amount of 80% of the monthly premium of the least expensive HMO plan provided by the City to its active employees (for the retiree and covered dependents). The amount of this City-paid monthly contribution toward insurance premiums for those retired after 1-1-05 shall not be permanently fixed and will increase in conjunction with changes in monthly premium rates. The City shall provide this benefit only to those retired employees and their dependents who:

1. had at least twenty (20) years of continuous service with the City of La Verne.
2. if eligible for Medicare, have enrolled in and maintain Medical coinsurance benefits in which case the City shall provide a supplemental medical insurance plan and contribute 80% of supplemental rates not to exceed the aforementioned contribution amounts.
3. are not receiving disability retirement benefits through the PERS nor have filed for industrial disability retirement benefits through the PERS with the following exception as determined by the City Manager:
 - a. the employee (without regard to years of service) suffered a permanently disabling injury (not illness) in the line of duty as a result of a single, on-duty incident during the actual performance of law enforcement duties or other injury as deemed appropriate by the City Manager or his designee; and
 - b. the employee has not declined an offer of a modified duty assignment; and

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- c. the employee's disabling injury that necessitates retirement specifically excludes back injuries, psychological problems, heart disease, hypertension and stress trauma.
- 4. obtain their medical insurance through the City. However, a retiree who chooses to purchase medical insurance from an independent source may be reimbursed by the City for their cost of such insurance not to exceed those amounts specified above. In order to receive such direct payments, the retiree shall provide the City with an annual signed statement certifying that he/she 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.
- 5. Upon death of the retired employee, dependents will not be eligible for medical insurance through the City.

The City shall not provide any retiree medical insurance contributions for employees hired after November 5, 2018. However, no later than December 31, 2024, the City will explore creating a retiree health savings plan for members not eligible for the City's retiree medical benefit. Contributions would not begin until January 2025.

Employees who retired prior to 1-1-05 shall receive retiree medical insurance as set out C. 1 – 5 above in Administrative Regulation No. _____.

K. Dental Plan. The City shall contribute towards a dental plan for the employee and eligible dependents in the form of allocations of up to \$~~334~~4 per month applied towards premiums of a City group dental insurance policy.

D. _____

Article 17 – Overtime

A. _____ An employee in the classification of Police Lieutenant shall be credited for authorized shift relief four (4) hours or more beyond the regularly scheduled work shift by receiving overtime pay commencing at the beginning of the fifth hour of work beyond the regularly scheduled work shift.

- 1. Overtime must be authorized in advance by the City.
- 2. Overtime pay shall be provided at time and one-half.
- 3. Overtime will be authorized in accordance with the Department's relief policy.
- 4. Overtime may be accrued as compensatory time at time and one-half up to four hundred and eighty (480) hours. Employees will have the option of being compensated for comp time in either of the following methods:
 - a. An employee may receive payment for accumulated compensatory time in conjunction with a regularly scheduled vacation leave of at least one week in duration that has been approved by the Department.

- b. Any accumulated time on the books as of the first pay period in November shall be paid to the employee by November 23rd of each calendar year.

~~B. **Watch Commander Duties.** When there is an authorized overtime shift available for Watch Commander duties, it is allowed for the credit of overtime before the four (4) hour mark. An example would be that Lieutenant A would be allowed to work anywhere from one (1) to three (3) hours of an overtime shift with the remaining hours being covered by Lieutenant B, with both each being compensated for the hours each has worked. If the City determines that an employee(s) has abused the intent of this section and/or there are other impacts, the authorization to "split" an overtime shift will be unilaterally removed from the MOU.~~

~~C.A. **Court Appearances.** When a Lieutenant is required to appear in court due to subpoena or other lawful request, for less than four hours; and the request for appearance is not within two hours of the employee's regular start or end time, the individual will be provided with compensatory time on an hour for hour basis.~~

~~D.B. **Mandatory Departmental Meetings and Training.** Members will receive time and one half (1 ½) their hourly rate for mandatory internal department meetings and/or trainings they are required to attend outside of their normal schedule (except as may be covered by that member's Training Bank). Authorization of overtime under this provision must be approved by the Captain or Chief.~~

Article 18 – Long Term Disability and Life Insurance

A. **Long Term Disability Insurance.** The City shall provide a long term disability (LTD) plan meeting the following criteria, as defined in the contract with the insurance company:

- | | |
|--------------------------------|-----------|
| 1. Waiting Period | 90 days |
| 2. Benefit period | to age 65 |
| 3. Percent of insured earnings | 66 2/3% |
| 4. Maximum benefit | \$5,000 |

B. **Life Insurance.** The City will also 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.

C. **Long Term Disability & Life Insurance Benefits.** The City commits to explore enhancing the current LTD and Life Insurance Benefits provided for members by the end of the MOU Term, June 30, 2025.

~~B.~~

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Article 19 – Workers ' Compensation Insurance

- A. **Provision of.** The City will provide workers compensation insurance. The State workers' compensation laws and this MOU shall govern all aspects of duty related injuries, illnesses, and accidents.
- B. **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.
- 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. Upon acceptance of any claim, the employee may be granted a leave of absence. Such request may be submitted in the form or 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.

Article 20 – Tuition Reimbursement

The City shall reimburse employees for the cost of tuition and books up to \$1,700 per fiscal year when completing job related professional improvement courses offered through the California University system or an accredited private college institution, provided that:

- A. The employee has obtained the prior approval of either his/her department head or the Personnel Officer.
- B. The employee receives a minimum grade of "B" and submits proof thereof.
- C. The course work is not generally a requirement to fulfill the minimum educational qualifications of his/her position.
- D. In the event that the recipient individual's employment with the City is terminated, for whatever reason, within twelve (12) months of the receipt of tuition reimbursement, he/she shall be obligated to repay the amount received within the past twelve (12) months to the City in full at the time of separation.
Upon written authorization by the employee, such reimbursement amount may be withheld from the employee's final paycheck.

Article 21 – 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 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.

Article 22 – Gym Membership Reimbursement

The City will provide a gym membership reimbursement to employees in an amount up to a total of \$250 per year subject to the following conditions:

- A. The gym membership reimbursement shall only be available for gym memberships.
- B. Employees must provide proof of gym membership payment to receive the reimbursement.
- C. Submittals for reimbursement must be made only during January and/or July of ~~the applicable each~~ year. Employees may submit for a full year of reimbursement in July provided that proof of prepayment obligations for the full year is submitted.
- D. Employees acknowledge that they are utilizing the gym for personal purposes only, during off-duty hours and not for any work related purpose, and must sign a City waiver and release form releasing the City from liability associated with employees' activities at the gym.
- ~~E. Reimbursement is only valid for gym membership payments from May 1, 2017 going forward, and not for membership payments prior to that date.~~

Article 23 – Substance Abuse Policy

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 this Agreement.

Article 24 – Jury Duty

- A. Employees called for jury duty shall notify the City of the call. If, in the opinion of the City, the absence of the employee 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.
- B. Where serious disruption would not occur, the City may permit the employee to serve for a period not to exceed ten (10) business days. 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. Failure to provide verification of jury duty service or reimbursement of court per diem to the City shall be cause for the City not to compensate the employee for jury duty. Any compensation paid to the employee while on jury duty ~~may be deducted from future earnings shall be repaid by the employee to the City~~ if the employee fails to provide court verification or reimbursement of the court per diem.

Article 25 – Non-Fraternization

The City desires to avoid misunderstanding, complaints of favoritism, possible claims of sexual harassment, and other problems of supervision, security or employee morale that can potentially result from romantic or sexual relationships between supervisory employees and the employees they supervise. Accordingly, supervisors are prohibited from developing a romantic or sexual relationship with any subordinate employee in their chain of command. Employees who violate this policy will be subject to discipline, up to and including termination of employment.

Article 26 – Savings Provision

If any provision(s) of this MOU 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. If any clause is invalidated, said clause shall be subject to the meet and confer process.

Article 27 – Term of Memorandum of Understanding

This Memorandum of Understanding shall remain in full force and effect from July 18~~7~~²³, 202~~3~~⁵, through and including June 30, 202~~3~~⁵.

~~No later than November 30, 2022, both parties will initiate and engage in negotiations for a multi-year successor agreement.~~

Article 28 – Conclusiveness of Memorandum of Understanding

During the term of this MOU, neither party shall be compelled to engage in the meet and confer session with regard to matters within the scope of representation. Nonetheless, and by mutual agreement, the parties may convene the meet and confer process during the term of this MOU. Accordingly, all wages, hours, and terms and conditions of employment shall remain in full force and effect for the term of this MOU.

Grammatical and other errors, as well as disputes regarding the meaning of items within the MOU are subject to discussion for the purpose of reaching agreement upon the parties' intent regarding the terms tentatively agreed upon.

DATED_____

LA VERNE POLICE MIDDLE.
MANAGEMENT ASSOCIATION

By_____

Association Representative

By_____

Association Representative

DATED_____

CITY OF LA VERNE

By_____

City Manager

By_____

Assistant City Manager

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City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Lupe Gaeta Estrella, Assistant City Clerk

SUBJECT: CONFIRMATION OF WEED ABATEMENT CLEARANCE CHARGES FOR FISCAL YEAR 2022-23

SUMMARY

The Los Angeles County Department of Agriculture has prepared a report for City Council consideration of weed clearance costs for appropriate parcels within the City. Pursuant to law, a copy of the Fiscal Year 2022-23 Weed Clearance Charges was posted on the City's website.

RECOMMENDATION

It is recommended that the City Council confirm the list of charges and direct the County Auditor to enter the assessments against the parcels of land on the current assessment roll.

DISCUSSION

On February 6, 2023, the City Council declared the list of properties that have been found by inspections to have noxious or dangerous weeds, rubbish, etc. growing upon or in front of said property. A notice of a protest hearing that was held on February 21, 2023, before the City Council was mailed to each affected property owner to register objections to the abatement of said weeds and charges by the County of Los Angeles. In the same notice, property owners were notified that the list of clearance charges would be submitted to City Council for confirmation for the incurred costs of removing such weeds, rubbish, etc., on each parcel of land.

FISCAL ANALYSIS

No Financial Impact. Property owners are charged by Los Angeles County for the incurred costs of weed abatement.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

The City Attorney has reviewed and approved this report.

ATTACHMENTS

1. Weed Abatement Charges
2. List of Charges by APN



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<https://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

June 12, 2023

The Honorable City Council
City of La Verne
3660 D Street
La Verne, CA 91750

ATTENTION: CITY CLERK

Pursuant to State law (Government Code Section 39574), our Weed Abatement Program is required to keep an account of and submit to your City Council for confirmation a Report on the Cost of Weed Abatement. The actual confirmation takes place at a public hearing held during a City Council meeting. The purpose of the hearing is to allow property owners with pending weed abatement charges the opportunity to question or receive an explanation of the charges. We are proposing the following dates for this process.

July 6, 2023 **Delivery of the Report** - Consists of a list of properties upon which Weed Abatement charges will be assessed and the amounts.

July 12, 2023 **Posting Date** – The Report on Cost must be posted outside the Council chambers three (3) working days prior to the hearing (CA Gov. Code Section 39575).

July 17, 2023 **Confirmation of Charges Hearing Date**

If you find these dates to be agreeable with your council and calendar, please sign, date and email this letter back to me as soon as possible.

Any consideration in placing our item early on your agenda would be appreciated. If you have any questions, please call our office.

Very truly yours,

ADRIAN ZAVALA
Deputy Director/Bureau Chief
Weed Hazard and Integrated Pest Management

Myrna Madrid
Staff Assistant III
Weed Hazard and Integrated Pest Management

CONFIRMATION - PLEASE SIGN

Print Name

Date

AZ:mm

CITY OF LA VERNE
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
B	8375	010	001	3	370	48.09
B	8375	026	066	3	370	48.09
B	8375	026	068	3	370	48.09
B	8378	003	013	3	370	48.09
B	8378	003	034	3	370	48.09
B	8378	004	025	3	370	48.09
B	8378	005	005	3	370	48.09
B	8378	007	030	3	370	48.09
B	8378	007	031	3	370	48.09
B	8378	007	032	3	370	48.09
B	8378	007	036	3	370	48.09
B	8378	007	037	3	370	48.09
B	8378	007	039	3	370	48.09
B	8378	008	011	3	370	48.09
B	8378	010	041	3	370	48.09
B	8378	012	033	3	370	48.09
B	8378	013	082	3	370	48.09
B	8378	013	083	3	370	48.09
B	8378	014	004	3	370	48.09
B	8378	014	005	3	370	48.09
B	8378	025	113	3	370	48.09
B	8378	028	006	3	370	48.09
B	8378	029	020	3	370	48.09
B	8381	033	017	3	370	48.09
B	8381	036	023	3	370	48.09
B	8382	006	039	3	370	48.09
B	8382	006	042	3	370	48.09
B	8382	006	043	3	370	48.09
B	8382	006	044	3	370	48.09
B	8382	006	049	3	370	48.09
B	8382	006	050	3	370	48.09
B	8382	006	051	3	370	48.09
B	8382	006	052	3	370	48.09
B	8382	006	053	3	370	48.09
B	8382	006	054	3	370	48.09
B	8382	006	055	3	370	48.09
B	8382	006	061	3	370	48.09
B	8382	006	062	3	370	48.09
B	8382	006	065	3	370	48.09
B	8382	024	170	3	370	48.09
B	8382	024	176	3	370	48.09

CITY OF LA VERNE
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
B	8382	025	192	3	370	48.09
B	8391	021	059	3	370	48.09
B	8391	026	040	3	370	48.09
B	8391	026	070	3	370	48.09
B	8664	010	030	3	370	48.09
B	8664	010	031	3	370	48.09
B	8664	010	032	3	370	48.09
B	8664	010	033	3	370	48.09
B	8664	010	034	3	370	48.09
B	8664	010	035	3	370	48.09
B	8664	010	036	3	370	48.09
B	8664	010	037	3	370	48.09
B	8664	010	038	3	370	48.09
B	8664	010	039	3	370	48.09
B	8664	015	030	3	370	48.09
B	8664	017	002	3	370	48.09
B	8664	035	019	3	370	48.09
B	8665	019	133	3	370	48.09
B	8665	030	045	3	370	48.09
B	8666	005	041	3	370	48.09
B	8666	005	044	3	370	48.09
B	8666	009	032	3	370	48.09
B	8666	051	028	3	370	48.09
B	8666	051	029	3	370	48.09
B	8666	054	038	3	370	48.09
B	8666	059	009	3	370	48.09
B	8666	063	034	3	370	48.09
B	8678	022	012	3	370	48.09
B	8678	023	020	3	370	48.09
B	8678	023	026	3	370	48.09
B	8678	023	027	3	370	48.09
B	8678	023	031	3	370	48.09
B	8678	024	021	3	370	48.09
B	8678	024	022	3	370	1,752.48
B	8678	027	029	3	370	10,713.27
B	8678	027	036	3	370	3,604.88
B	8678	034	051	3	370	48.09
B	8678	066	021	3	370	48.09
B	8678	067	270	3	370	48.09
B	8678	067	271	3	370	48.09
B	8678	072	047	3	370	48.09

CITY OF LA VERNE
WEED ABATEMENT CHARGES

July 6, 2023

KEY	MAPBOOK	PAGE	PARCEL	ZONE	CITY CODE	CHARGES
B	8678	073	013	3	370	48.09
B	8678	074	020	3	370	48.09
B	8678	074	027	3	370	48.09
TOTAL IMPROVED PARCELS =			0		TOTAL CHARGES	\$0.00
TOTAL UNIMPROVED PARCELS =			3		TOTAL CHARGES	\$16,070.63
TOTAL INSPECTION FEE ONLY PCLS =			82		TOTAL CHARGES	\$3,943.38
TOTAL PARCELS			85		TOTAL CHARGES	\$20,014.01

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City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: Ken Domer, City Manager

SUBJECT: RESOLUTION SETTING CITY COUNCIL MEETING TIMES

SUMMARY

On June 5, 2023, the City Council adopted Ordinance No. 1119 providing that the City Council meeting time is to be established by resolution. This item establishes that the City Council shall meet the first and third Monday of each month starting at 5:30 pm.

RECOMMENDATION

Adopt Resolution No. 23-51, titled, "A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING THE CITY COUNCIL'S MEETING SCHEDULE."

DISCUSSION

Ordinance No. 1119, effective on July 16, 2023, establishes that City Council meeting times be set by Resolution. The City Council will continue to meet on the first and third Monday of each month, unless canceled by action of the City Council (by resolution, lack of quorum, etc.), and will set the start time of 5:30 pm for Study Sessions or Regular Closed Sessions, followed by Regular Meetings at 6:30 pm. The City Council retains the right to adjourn to a meeting or call a Special Meeting, as allowed by Government Code Sections 54950 – 54963.

FISCAL ANALYSIS

Not applicable.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

The City Attorney has reviewed and approved of this item.

ATTACHMENTS

Resolution No. 23-51

RESOLUTION NO. 23-51

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING THE CITY COUNCIL'S MEETING SCHEDULE

WHEREAS, on June 5, 2023, the City Council adopted Ordinance No. 1119 providing that City Council meeting time is to be established by resolution; and

WHEREAS, the City Council is attempting to improve the meeting process; and

WHEREAS, the City Council endeavors to ensure all citizens the right to address the City Council; and

WHEREAS, the City Council desires to set the time of meetings of the City Council, in order to enable the City Council to more efficiently conduct the people's business.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of La Verne as follows:

Section 1. Regular Closed Sessions or Study Sessions of the City Council, as needed, shall be held on the First and Third Mondays of each month, commencing at 5:30 p.m.

Section 2. Regular Meetings of the City Council shall be held on the First and Third Mondays of each month, commencing at 6:30 p.m., except as otherwise ordered by the City Council.

Section 3. This resolution shall take effect and be in full force immediately after its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 17th day of July, 2023.

Mayor Tim Hepburn

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I hereby certify that the foregoing Resolution No. 23-51 was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 17th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

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City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: JR Ranells, Assistant City Manager

**SUBJECT: RESOLUTION NO. 23-53 AND RESOLUTION NO. 23-54
ESTABLISHING BENEFITS FOR EXECUTIVE MANAGEMENT,
MIDDLE MANAGEMENT, PROFESSIONAL AND CONFIDENTIAL
EMPLOYEES AND REPEALING RESOLUTION NO. 20-81 AND
RESOLUTION NO. 21-54**

SUMMARY

Based on direction provided by the City Council in closed session, Staff is updating the benefit resolution for unrepresented employees in the Executive Management and Middle Management groups.

RECOMMENDATION

It is recommended that the City Council:

1. Adopt the attached Resolution titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES AND REPEALING RESOLUTION NO. 20-81", and
2. Adopt the attached Resolution titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR MIDDLE MANAGEMENT, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES AND REPEALING RESOLUTION 21-54."

DISCUSSION

The benefit resolutions of Executive and Middle Management personnel are presented with changes to be consistent with City Council direction. While most provisions remain unchanged, there are some needed modifications.

Proposed changes include adjusting employer medical contributions for employees hired after November 2, 2020, as well as a two and one-half percent (2.5%) salary increase for unrepresented employees effective July 2023 as well as an additional two and one-half percent (2.5%) in July 2024.

In line with Council direction to provide future fiscal sustainability, unrepresented employees eligible for classic PERS membership will begin contributing a larger amount toward retirement benefits by paying one-half percent (0.5%) of the employer's share of PERS retirement benefits as soon as the necessary contract amendments can be executed. Another one-half percent (0.5%) totaling one percent (1%) will be contributed

by classic PERS members as of July 2024. The City is currently working with CalPERS to amend our current agreement in order to allow the increased cost sharing of the employer's normal cost. It must be noted that PEPRA employees (non "Classic" employees hired after January 1, 2013) will see their pension normal cost increase by 1% effective July 2023 by action of State law.

FISCAL ANALYSIS

July 2023 salary and benefit increases are estimated to be \$123,000 for the General Fund and \$15,800 for Non-General Funds for a total cost of \$138,800. The \$123,000 of General Fund increases are supported by Measure LV revenues. July 2024 increases will be included as part of the budget process during the next fiscal year. Current fiscal year impacts have been included with the approval of appropriations related to the full-time salary chart adoption.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

This report was reviewed and approved by the City Attorney.

ATTACHMENTS

1. Resolution 23-53
2. Resolution 23-54

RESOLUTION NO. ~~23-53~~20-81

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES (DEPARTMENT HEADS) AND REPEALING RESOLUTION NO. ~~4720-63~~81

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WHEREAS, the following classifications are not represented by a recognized employee organization as they are department head executive management classifications; and

WHEREAS, individuals serving in these executive management classifications are "at will" employees who serve at the pleasure of the City Manager and/or City Council; and

WHEREAS, employees in these classifications are exempt under the provisions of the Fair Labor Standards Act; and

WHEREAS, the City Council intends to compensate these employees in a fair and sustainable manner;

NOW, THEREFORE, BE IT RESOLVED as follows:

Resolution No. ~~4720-81-63~~ is hereby repealed in its entirety.

The benefits for the affected classifications as shown below are as follows, effective ~~November~~July 2, 20203.

Assistant to the City Manager
Assistant City Manager
City Clerk
City Manager
Director of Community Development
Director of Community Services
Director of Public Works
Director of Finance
Finance Officer
Fire Chief
~~Information Systems Manager~~
Personnel Officer
Police Chief

Section 1. **BENEFITS.**

I. SICK LEAVE

- A. **Accrual Rate.** Employees shall accrue sick leave at the rate of eight (8) hours per month. 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.
- B. **Accumulation.** Sick leave may be accumulated indefinitely as long as the employee works for the City.
- C. **Deduction.** Sick leave granted by the City and used by the employee shall be deducted from the employee's accrued sick leave balance.
- D. **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 in this Resolution.
- E. **No 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.
- F. **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.
- G. **Family Emergencies.** Sick leave may be granted for emergencies 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, or individual that employee has been granted power of attorney over their affairs) not exceeding five (5) days.
- H. **Accessibility.** An employee who is granted sick leave for personal illness/disability or family illness/disability shall be required to be available at his/her residence or that of an immediate family member for telephone or personal contact from the City during the employee's assigned shift. Exceptions to this requirement shall be authorized for seeking medical treatment where necessary to provide care for an immediate family member residing elsewhere, to seek medical treatment, or to obtain medication.
- I. **Payment Upon Separation.** 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; or the employee, upon retirement ~~and with~~ fifteen (15) or more years of service, may convert up to six hundred forty (640) hours of sick leave to three hundred twenty (320) hours of vacation. The City Manager may reduce the service requirement at retirement as an Exceptional Performance Award. Said sick leave conversion shall be on the ratio of two (2) hours of sick leave to one (1) hour of vacation to a maximum conversion of three hundred twenty (320) hours of vacation. This shall be in addition to the employee's normal vacation accrual as specified in Section IV (Vacations) in this Resolution. Sick leave applied towards

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medical retirement benefits provided in Article VI(B) shall not be paid off under this section. If the separation is the result of a City offered incentive, sick leave conversion will not be permitted.

II. ADMINISTRATIVE LEAVE

In recognition of the fact that Executive Management employees are not entitled to receive overtime compensation despite devoting hours beyond the normal work week, employees may be allowed to take administrative leave at the discretion of the City Manager. These days cannot be accrued and no payoff shall occur at termination.

As part of a comprehensive review of provided benefits, the City Manager will complete an analysis of the Administrative Leave provision within the next twelve months (12) and no later than July 1, 2024.

III. BEREAVEMENT LEAVE

In the event of the death of an immediate family member, employees covered by this resolution are entitled to use up to 5 days for bereavement leave. At the approval of the ~~department head and with concurrence from~~ the City Manager, individuals may use accrued sick leave or administrative leave or any combination of these leaves to account for this time. For purposes of this section, immediate family shall be defined as ~~spouse, child, parent, sibling, grandparent, grandchild, or parent-in-law. spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother-in-law, and father-in-law.~~

IV. HOLIDAYS

- A. The following schedule for holidays shall be observed and employees shall receive the following days off with pay:
1. New Year's Day
 2. Martin Luther King Day
 3. Presidents Day
 4. Memorial Day
 5. Independence Day
 6. Labor Day
 7. Veterans Day
 8. Thanksgiving
 9. Christmas Day
 10. Floating Holiday (2)
- B. **Weekends**. 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 Friday or Saturday, the Thursday preceding will be observed as the holiday.

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- C. **Hours of Pay.** Employees assigned to a thirty-six (36) hour workweek shall be paid for nine (9) hours per holiday. Employees assigned to a forty (40) hour workweek shall receive eight (8) hours of holiday pay per holiday.
- D. **Holiday Scheduling.** When the Christmas holiday schedule would cause City Hall to be closed for two (2) consecutive days, the City may seek volunteers to trade holiday time off so that City Hall would remain open an additional day with a staffing of volunteers only who would take a replacement holiday off.
- E. **Floating Holiday.** the two (2) floating holidays must be used in full-day increments and must be used in [the](#) benefit period July 1 through June 30. Floating holidays cannot be carried over from year to year and there is no ability for cash-out.

V. VACATIONS

- A. **Accruals.** All employees shall accrue paid vacation leave as provided below. Vacation times shall accrue on a monthly basis and shall be prorated when an employee begins or terminates his/her employment in the middle of a month.

36-Hour	Workweek	
Consecutive	Years	
of Service	Weeks Per Year	Hours Per Year
0-5	2.8	100.8
Beginning of 6 th	3.6	129.6
Beginning of 8 th	4.0	144.0
Beginning of 10 th	4.6	165.6
Beginning of 12 th	4.8	172.8
Beginning of 14 th	5.0	180.0

40-Hour	Workweek	
Consecutive	Years	
of Service	Weeks Per Year	Hours Per Year
0-5	2.8	112
Beginning of 6 th	3.6	144
Beginning of 8 th	4.0	160
Beginning of 10 th	4.6	184
Beginning of 12 th	4.8	192
Beginning of 14 th	5.0	200

- B. **Vacation Cap.** For employees hired prior to October 19, 2020, any vacation hours accrued over 400 hours will be valued at their then current hourly rate on a monthly basis and that amount will be placed into the 401(a) plan.

New employees hired on or after October 19, 2020, will have their vacation hours capped at 400 hours and will not be able to accrue past that amount.

- Individuals promoted into the Executive Management Group not already subject to a cap will be cashed out for any vacation leave above 400 hours at their existing [pre-promotional](#) hourly rate ~~prior to promotion~~.

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- C. **Scheduling.** Scheduling of employee vacation leave shall be at the discretion of the City with due regard for the wishes of the employee and the work requirements of the City.
- D. **After Separation/During 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 absence not authorized by the City.
- E. **During First Six Months.** Vacation leave shall not be granted to an employee during the first six (6) months of employment. However, on the successful completion of that time, the employee will be credited with vacation leave that would otherwise have been accrued.
- F. **Deduction.** Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.
- G. **Accrual During Leave With Pay.** Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave.
- H. **Accrual During Leave Without Pay.** Vacation leave shall not accrue to 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.
- I. **During Holiday.** In the event that a holiday recognized in this Resolution occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave.
- J. **Payment Upon Separation.** A permanent employee separated from City service shall receive compensation for his/her total accrued vacation leave at the employee's then current salary rate.
- K. **Catastrophic Cash Out.** An employee who experiences unexpected financial obligations due to catastrophic conditions such as family medical expenses, death in the family, etc. may request authorization from the City Manager to "cash out" accumulated vacation hours provided, however, that the employee shall retain an accumulated vacation balance of at least 72 hours or 80 hours (2 weeks). Approval of such a request is subject to the sole discretion of the City Manager.
- L. **Annual Cash Out.** Employees with a minimum of 500 hours of accumulated sick leave may "cash out" up to one (1) week of accumulated vacation on an annual basis provided that subsequent to the cash out, the employee shall retain a minimum vacation accrual balance of 108 hours. Said vacation cash out shall be approved on the condition that it is paid to the employee in conjunction with an approved vacation leave of at least one week in duration.

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- M. **Deferred Compensation Plan Cash Out.** ~~Employees age 50 or older are eligible to make increased contributions above the applicable deferral amount of \$5,000 for calendar year 2006 and beyond. Employees who will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the additional contributions shown above of vacation hours each year and have the funds deposited directly into deferred compensation. 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 employee shall retain an accumulated vacation balance of at least two weeks (72 or 80 hours). Pursuant to IRC Section 414(v), employees age 50 or older can defer additional "Age-50 Catch-Up" contributions to their 457(b) Deferred Compensation account above the annual 457(b) deferral limit. The amount for 2023 is \$7,500 and is subject to an annual cost-of-living increase based on the Consumer Price Index (CPI). Employees who are or will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the annual Age 50 Catch-Up limit of vacation hours each year and have the funds deposited directly into the 457(b) plan. However, the employee's total annual standard (non-catch-up) deferrals into the Plan must be equivalent to the maximum deferral limit for the calendar year (\$22,500 for 2023, indexed ongoing based on CPI) in order to deposit the additional "cash out" amount. The employee shall retain an accumulated vacation balance minimum of at least two weeks (72 or 80 hours).~~

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VI. RETIREMENT

All employees shall be covered for retirement purposes by the Public Employees' Retirement System (PERS) in accordance with the contractual agreement between the City and the PERS. The plan is administered by the PERS 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 PERS 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 the employee. The City shall pay the premium designated as employer charges except as otherwise noted herein.
- B. **Employee Premium for "New Members," as Defined by PEPR, Hired After January 1, 2013; MISCELLANEOUS MEMBERS PERS 2% @ 62 under PEPR.** "New Members" shall be subject to all of the conditions set forth in the Public Employees' Pension Reform Act of 2012 (PEPR), which include, but are not limited to the following:
1. Employee contribution rate for "new members" as defined by PEPR 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 PEPR (120% of Contribution and Benefit Base).

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3. Calculation of benefits based on base pay for "new members" as defined by PEPRA.
4. Three (3) year average final compensation for "new members" as defined by PEPRA.
5. Benefits will be determined in accordance with all of the applicable requirements of PEPRA.

C. Employee Premium for "Classic Members" as Defined by CALPERS: **MISCELLANEOUS MEMBERS PERS 2.5% @ 55 FORMULA.** Employees will be responsible for paying the full eight percent (8%) of their member contribution to PERS.

Additionally, effective with the first pay period of July 2023 or upon the applicable amendment to the contract with PERS, Classic Member employees will begin contributing one-half percent (0.5%) toward the employer's PERS contribution. Also, effective the first full pay period of July 2024, Classic Member employees will contribute an additional one-half percent (0.5%) for a total of one percent (1.0%) of the employer's PERS contribution.

D. SWORN MEMBERS PERS 3% @ 50 FORMULA. Employees in position of Fire Chief and Police Chief shall receive the benefit provided their subordinate members.

1. **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.

However, effective with the first pay period of July 2023 or upon the applicable amendment to the contract with PERS, Sworn Classic Member employees will begin contributing one-half percent (0.5%) toward the employer's PERS contribution. Also, effective the first full pay period of July 2024, Sworn Classic Member employees will contribute an additional one-half percent (0.5%) for a total of one percent (1.0%) of the employer's PERS contribution.

4. **Employee Premium.** Employees will be responsible for paying the full nine percent (9%) of their member contribution to PERS.

VII. MEDICAL AND DENTAL PLANS

- A. **Medical Plan – Current Employees:** The City will pay 100% of the cost of the medical insurance premium for employees hired prior to November 2, 2020, and their eligible dependents, not to exceed the cost of the HMOs offered by the City.
- B. **Medical Plan – New Employees:** For employees hired after November 2, 2020, 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:

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EE only: \$6050/month
EE plus spouse: \$1,15000/month
EE plus child: \$80950/month
EE plus family: \$1,3500/month.

The above amounts will be effective August 1, 2023.

At the time of hire, an employee shall choose a plan that best meets the needs of the employee. An open enrollment period will occur in May-June of each year. During this time, an employee may change to another plan (effective July 1).

- C. **Medical Plan – Retired Employees:** The City shall provide monthly medical insurance contributions to retired employees up to the following amounts:
-- Employees who retired before September 1, 1990, shall be eligible to receive up to \$125 per month.

-- Employees who retired between September 1, 1990 and January 1, 1998, shall be eligible to receive up to \$155 per month.

-- Employees who retire after January 1, 1998, shall be eligible to receive up to \$225 per month.

The amount of City-paid contributions towards medical insurance for those who retired prior to 12-31-99 shall be permanently fixed and will not be increased in conjunction with changes in monthly premium rates.

-- Those who retire after 1-1-00 will be provided with monthly medical insurance contributions in the amount of eighty-five percent (85%) of the monthly premium of the least expensive HMO plan (for the retiree and covered dependents). The amount of City-paid contributions towards medical insurance premiums for those retired after 1-1-00 shall not be permanently fixed and will increase in conjunction with changes in monthly premium rates. Payment of these amounts is subject to the conditions shown below.

-- Those who retire after July 1, 2004 will be provided with medical insurance contributions in an amount that does not exceed 80% of the monthly amount 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. Payment of these amounts is subject to the conditions shown below:

1. The employee has 10 years or more of continuous service with the City.
2. The employee has a minimum of 500 hours of sick leave on the books at the time of retirement (unused vacation, at the time of retirement, may be expended to supplement the employee's sick leave hours to meet the aforementioned requirement). For the purposes of this section, sick leave hours are for determining eligibility for this benefit only and shall not be deducted from an individual's balance; and
3. Obtain their medical insurance through the City. However, a retiree who chooses to purchase medical insurance from an independent source may

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receive direct payments from the City in the amounts specified above. In order to receive such payments, the retiree shall provide the City with an annual signed statement certifying that he/she 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. This benefit will be paid until the employee's death or eligibility for Medicare benefits, whichever comes first.
 5. The Police Chief and Fire Chief shall be entitled to the same retiree medical insurance contribution provided to rank and file safety employees of the Fire Department and Police Department respectively. All other provisions related to medical insurance contributions for retired employees specified in the Memoranda of Understanding between the City and respective employee organizations for police and fire rank and file employees are also applicable to the Police Chief and Fire Chief respectively. For purposes of the Medicare supplement, individuals appointed to positions in this group after 7/1/13 will have their Medicare supplement capped at \$300 per month.
 6. In the case of an employee, otherwise eligible for City contribution towards their retiree health insurance, retiring or having retired within forty-five (45) days of a change in the City's contribution formula provided for herein, the City Manager is hereby given the authority to prospectively adjust the retiree's health insurance contribution up to the level that went into effect within forty-five days of retirement.
 7. The City shall not provide any retiree medical insurance contributions for employees hired after September 18, 2017.
- 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.

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VIII. TUITION REIMBURSEMENT

The City shall reimburse employees for the cost of tuition and books up to \$1,700 per fiscal year when completing job related professional improvement course offered through the California University system or an accredited private college institution, provided that:

- A. The employee has obtained prior approval of either the City Manager or the Personnel Officer.
- B. The employee receives a minimum grade of "B" and submits proof thereof.
- C. The course is not generally a requirement to fulfill the minimum educational qualifications of his/her position.
- D. In the event that the recipient individual's employment with the City is terminated, for whatever reason, within twelve (12) months of the receipt of tuition reimbursement, he/she shall be obligated to repay the amount received within the past twelve (12) months to the City in full at the time of separation upon written authorization by the employee, such reimbursement amount may be withheld from the employee's final paycheck.

IX. LONG TERM DISABILITY AND LIFE INSURANCE

- A. **Long Term Disability Insurance.** The City shall provide a long term disability (LTD) plan meeting the following criteria, as defined in the contract with the insurance company:

Waiting period: 90 days
Benefit period: to age 60
% of insured earnings: 66 2/3%
Maximum benefit: \$7,000 per month
Minimum benefit: \$100 per month

1. When an employee who is on an extended absence that is eligible under the City's long term disability plan has passed the 90-day waiting period but has not exhausted their sick leave balance, the City will reimburse the employee for those sick leave hours used from the 90th day until their balance has been exhausted or the employee has returned to work subject to the following conditions:
 - a. Employee has a minimum of ten (10) years of service with the City; and
 - b. Employee's overall rating for the last three evaluations has been satisfactory or above; and
 - c. Employee has been stricken with a catastrophic, life threatening injury or illness; and
 - d. City will reimburse these hours at a rate of ½:1.
 - e. Employee's balance will be reimbursed upon employee's retirement or their return to work.

Where the benefit provided to employees within a department is greater than the benefit provided to the department head supervising said department, the department head will be entitled to the greater benefit.

- B. **Life Insurance.** The City will also provide a term life insurance policy with a one hundred thousand dollar (\$100,000) benefit and a five thousand dollar (\$5,000) accidental death and dismemberment benefit.

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X. WORKERS' COMPENSATION

- A. The City will provide worker's compensation insurance. The State's workers' compensation laws and this Resolution shall govern all aspects of duty related injuries, illnesses, and accidents.
- B. **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.

- C. **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.
- D. **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.
- E. **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.
- F. **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.

XI. AUTOMOBILE

Unless provided for by a separate agreement with the City Council, at the discretion of the City Manager, employees in the Executive Management service of the City may be provided with the use of a City owned automobile and fuel for business related purposes or a monthly automobile allowance in an amount determined by the City Manager. In no case shall a monthly automobile allowance exceed the equivalent cost of a City owned automobile, fuel, insurance, and maintenance. The City Manager may authorize automobile allowances in the following monthly amounts: \$500 (requires 7,500 miles per year on City business excluding the commute as well as utilization of a four-door vehicle which is no older than 7 years); \$400; or \$200. Personal use of a City owned automobile or receipt of automobile allowance in excess of actual business use may be considered taxable by the Federal or State government and shall be solely the responsibility of the employee. However, any such taxable portion or allocation shall not be treated as salary by the City for purposes of payroll or other employment taxes and shall not be PERSable.

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XII. DRUG & ALCOHOL TESTING

All employees in the Executive Management service who operate a motor vehicle during the performance of their duties will be subject to drug and alcohol testing in accordance with Administrative Regulations issued by the City Manager.

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XIII. LEAVE OF ABSENCE

- A. Any employee may request a leave of absence for a period of time not to exceed one (1) year.

- B. 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. 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 leave of absence exceeding thirty (30) days must be approved by the City Council.

XIV. JURY DUTY

- A. Employees called for jury duty shall notify the City of the call. If, in the opinion of the City, the absence of the employee 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.
- B. Where serious disruption would not occur, the City may permit the employee to serve for a period not to exceed ten (10) business days. 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. Failure to provide court verification of jury duty attendance or reimbursement of the court per diem to the City shall be cause for the City not to compensate the employee for jury duty. Any compensation paid to the employee while on jury duty ~~may be deducted from future earnings~~ shall be repaid by the employee to the City if the employee fails to provide court verification or reimbursement of the court per diem.

XV. MERGER OF FUNCTIONS

In an effort to reduce operational costs, the City may find it necessary to merge services inter-departmentally. (e.g., park operations being merged within the public works department). In those cases, the City Manager shall have the authority to provide the manager responsible for overseeing added operations additional compensation not to exceed 5%. Adjustments will only be considered if all the following apply:

- After two consecutive budget cycles, merged operations still remain under affected position's control
- Merger resulted in reduction of at least one management level position
- Adjustment must be less than annual savings achieved

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XVI. EXCEPTIONAL PERFORMANCE AWARD

In order to recognize exceptional achievements and contributions, employees covered by this Resolution may be granted an Exceptional Performance Award of up to ten percent (10%) of base salary. Determination of whether an employee meets the standard will be made by the City Manager (or City Council where appropriate) during an employee's annual evaluation. Details on eligibility amounts and standards are outlined in the City's Administrative Regulation No. 304.

Any compensation received as a result of an exceptional performance award will not be calculated as part of an employee's final salary if the employee is terminated or accepts employment with another agency while they are receiving the award.

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XVII. BILINGUAL PAY

The City will provide a monthly stipend for each position covered by this resolution that demonstrates his/her ability to fluently speak and understand Spanish or another language. The amount of stipend will be dependent on the amount of usage and value to the agency as deemed by the department head with the City Manager's approval. In no event will the monthly compensation exceed \$200.

To be eligible, an individual must successfully complete a multi-faceted proficiency exam to verify the 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 numbers of employees it deems necessary.

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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, the above proficiency pay shall be withheld until 10 days after their return.

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XVIII. INFORMATION SYSTEMS ON-CALL

In consideration that certain public safety operations are 24 hours a day, 7 days a week and require constant technological support from information systems staff after regular business hours, the City will provide on-call payment to employees in the classification of Information Systems Manager. One employee from information systems will be available 365 days per year to address technology issues after regular business hours and shall be eligible to receive compensation for on call duty. Those assigned to be on-call shall receive fifteen percent (15%) of their base pay per day when assigned to be on-call.

It is the duty of the on-call employee to respond to call-outs within a reasonable period of time by either phone or in person, depending on the nature of any particular call-out problem.

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XIX. EXCLUSIONS

The positions covered by this Resolution are part of the noncompetitive service of the City and are, therefore, exempt from provisions of the Personnel System contained in the La Verne Municipal Code and the City of La Verne Personnel Rules and Regulations. As "at will" employees, individuals covered by this Resolution are excluded from probationary periods and the ability to obtain "permanent" status.

XX. SALARIES

A five (5) step salary schedule with five percent (5%) difference between steps is hereby established for the classifications listed in this Resolution.

Effective the first full pay period of July 2023, employees covered by this Resolution shall receive a salary increase of 2.5 percent.

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Effective the first full pay period of July 2024, employees covered by this Resolution shall receive a salary increase of 2.5 percent.

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~~Adjustments to the steps of the salary schedule will be made to equate to Step 5 of the market median top base monthly salary when approved by the City Council utilizing the local agencies identified below in this section.~~

~~— The local agencies that will be surveyed for comparison purposes include: the cities of Azusa, Baldwin Park, Chino, Claremont, Covina, Glendora, La Puente, Monrovia, Montclair, Ontario, Pomona, Rancho Cucamonga, San Dimas, Upland, West Covina, and the Chino Valley Independent Fire District.~~

XXI. SEVERANCE

Unless provided for by another agreement with the City Council, "at-will" managers in this group with a minimum of two years of service to the City, not included in the City of La Verne's Personnel Rules and Regulations nor directly appointed by the City Council, will be provided with a three-month (six pay periods) extension of salary and benefits upon termination without cause. For the severance to be granted, the manager's last two regularly scheduled evaluations must be Satisfactory or above.

XXII. ADJUSTMENTS FOR NEW APPOINTMENTS

The City Manager shall be authorized to negotiate individual adjustments pursuant to the terms of this Resolution to enable the employment transition of newly appointed employees, e.g., provision of service credit for sick leave credit, for vacation accruals and limited transfer of sick leave and vacation hours from a previous employer.

Section 2. The Mayor shall sign and the 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 ~~2nd~~-17th day of ~~November~~July 2020~~3~~ by the following vote:

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AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Tim Hepburn, Mayor

Lupe Gaeta Estrella, Assistant City Clerk

RESOLUTION NO. ~~23-54~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ESTABLISHING BENEFITS FOR MIDDLE MANAGEMENT, PROFESSIONAL AND CONFIDENTIAL EMPLOYEES AND REPEALING RESOLUTION NO. ~~201-8254~~

WHEREAS, the classifications in the middle management, professional and confidential service are not represented by a recognized employee organization for reasons of confidentiality of the classification and/or the professional or management nature of the classification; and

WHEREAS, employees in these classifications are exempt under the provisions of the Fair Labor Standards Act; and

WHEREAS, the City Council intends to compensate these employees in a fair and equitable manner;

NOW, THEREFORE, BE IT RESOLVED as follows:

Resolution No. ~~201-8254~~ is hereby repealed in its entirety.

The benefits for the affected classifications as shown below are as follows, effective July ~~42~~, 202~~13~~.

Accountant
Accountant/Payroll Specialist
Accounting Manager
Administrative Aide
Administrative Analyst
Assistant to the City Clerk
Assistant City Clerk
Assistant Planner
Associate Planner
Code Compliance Officer
Communications Supervisor
Community Services Coordinator
Community Services Manager
Community Risk Reduction Specialist
Community Services Supervisor
Deputy Fire Chief
—Deputy Fire Marshal
Deputy Director of Public Works
Executive Assistant to the City Manager
Fire Battalion Chief
Fire Marshal
Fleet Analyst

Fleet Manager
Information Systems Specialist
Information Systems Technician
Information Systems Manager
Maintenance Manager
Maintenance Supervisor
Management Analyst
Parks Manager
Police Captain
Police Community Services Supervisor
Police Records Supervisor
Police Services Coordinator
Public Works Manager
Principal Planner
Senior Accountant
Senior Management Analyst
Senior Planner
Utility Supervisor
Utilities Manager
Water Supervisor

Section 1. **BENEFITS.**

I. SALARIES

A five (5) step salary schedule with five percent (5%) difference between steps is hereby established for the classifications listed in this Resolution.

Effective the first full pay period of July 2023, employees covered by this Resolution shall receive a salary increase of 2.5 percent.

Effective the first full pay period of July 2024, employees covered by this Resolution shall receive a salary increase of 2.5 percent.

~~Adjustments to the steps of the salary schedule will be made to equate to Step 5 of the market median top base monthly salary when approved by the City Council utilizing the local agencies identified below in this section.~~

~~—The local agencies that will be surveyed for comparison purposes include: the cities of Azusa, Baldwin Park, Chino, Claremont, Covina, Glendora, La Puente, Monrovia, Montclair, Ontario, Pomona, Rancho Cucamonga, San Dimas, Upland, West Covina, and the Chino Valley Independent Fire District.~~

II. SICK LEAVE

- A. **Accrual Rate**. Employees shall accrue sick leave at the rate of eight (8) hours per month. 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. In consideration of Battalion Chiefs working a 56-hour work schedule, their rate of accrual will be 11.2 hours per month.
- B. **Accumulation**. Sick leave may be accumulated indefinitely as long as the employee works for the City.
- C. **Deduction**. Sick leave granted by the City and used by the employee shall be deducted from the employee's accrued sick leave balance.
- D. **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 in this Resolution.
- E. **No 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.
- F. **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.
- G. **Family Emergencies**. Sick leave may be granted for emergencies 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, or individual that employee has been granted power of attorney over their affairs) not exceeding five (5) days.
- H. **Accessibility**. An employee who is granted sick leave for personal illness/disability or family illness/disability shall be required to be available at his/her residence or that of an immediate family member for telephone or personal contact from the City during the employee's assigned shift. Exceptions to this requirement shall be authorized for seeking medical treatment.
- I. **Payment Upon Separation**. 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; or the employee, upon retirement and fifteen (15) years of service, may convert up to six hundred forty (640) hours of sick leave to three hundred twenty (320) hours of vacation. Said sick leave conversion shall be on the ratio of two (2) hours of sick leave to one (1) hour of vacation to a maximum conversion of three hundred twenty (320) hours of vacation. This shall be in addition to the employee's normal vacation accrual as specified in Section VI (Vacations) in this Resolution. Sick leave applied towards medical retirement benefits provided in Article VIII(B) shall not be paid off under this section. If the separation is the result of a City offered incentive, sick leave conversion will not be permitted.

III. ADMINISTRATIVE LEAVE

In recognition of the fact that Middle Management, Professional and Confidential employees are not entitled to receive overtime compensation despite devoting hours beyond the normal work week, employees may be allowed to take administrative leave at the discretion of their department head. These days cannot be accrued and no payoff shall occur at termination.

The only exceptions to the blanket prohibition of eligibility for overtime compensation are employees who are assigned to perform duties on behalf of a third-party entity with full cost reimbursement to the City. In such reimbursable third-party assignments, an employee will be compensated in accordance with Administrative Regulation No. 320.

As part of a comprehensive review of provided benefits, the City Manager will complete an analysis of the Administrative Leave provision within the next twelve months (12) and no later than July 1, 2024.

IV. BEREAVEMENT LEAVE

In the event of the death of an immediate family member, employees covered by this resolution are entitled to use up to 5 days for bereavement leave. At the approval of the department head and with concurrence from the City Manager, individuals may use accrued sick leave or administrative leave or any combination of these leaves to account for this time. For purposes of this section, immediate family shall be defined as spouse, mother, father, sister, brother, children, grandparents, grandchildren, mother-in-law, and father-in-law.

V. PROBATIONARY PERIOD

- A. All original appointments shall be tentative and subject to a probationary period of one (1) year.
- B. All promotional appointments shall be tentative and subject to a one (1) year probationary period, with the exception of Police Captain which will have a probationary period of eighteen (18) months.
- C. The probationary period may be extended by the City as a result of an employee's unfavorable performance evaluation not to exceed three (3) months.
- D. 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 appointment.
- E. 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 to the promoted position.

- F. The Probationary period shall be regarded as part of the testing process and shall be utilized 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.

VI. UNIFORM ALLOWANCE

Each employee in the following classifications who works the full year shall receive six hundred dollars (\$600) per year for uniform purchase and maintenance, payable once a year on the first pay period ending in December:

- Police Captain
- Deputy Fire Chief
- Battalion Chief
- Deputy Fire Marshal
- Community Risk Reduction Specialist
- Code Compliance Officer
- Communications Supervisor
- Fire Marshal
- Police Community Services Supervisor
- Police Records Supervisor
- Police Services Coordinator,
- Those affected employees who retire prior to the uniform allowance being paid shall receive a prorated share of their uniform allowance.

VII. HOLIDAYS

- A. The following schedule for holidays shall be observed and 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. Christmas Day |
| 5. Independence Day | 10. Floating Holiday (2) |
- B. **Weekends**. 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 Friday or Saturday, the Thursday preceding will be observed as the holiday.
- C. **Hours of Pay**. Employees assigned to a thirty-six (36) hour workweek shall be paid for nine (9) hours per holiday. Employees assigned to a forty (40) hour workweek shall receive eight (8) hours of holiday pay per holiday.
- D. **Fire Department Chief Officers**. Fire Battalion Chiefs shall be paid on a monthly prorated basis for ten holidays per year, twelve (12) hours per holiday, at the straight rate. When a holiday falls on the normally scheduled workday; the Battalion Chief with the duty assignment shall work the holiday at the straight hourly rate.

- E. **Holiday Scheduling**. When the Christmas holiday schedule would cause City Hall to be closed for two (2) consecutive days, the City may seek volunteers to trade holiday time off so that City Hall would remain open an additional day with a staffing of volunteers only who would take a replacement holiday off.
- F. **Floating Holiday** the two (2) floating holidays must be used in full-day increments and must be used in benefit period July 1 through June 30. Floating holidays cannot be carried over from year to year and there is no ability for cash-out.

VIII. VACATIONS

- A. **Accruals**. All employees shall accrue paid vacation leave as provided below. Vacation times shall accrue on a monthly basis and shall be prorated when an employee begins or terminates his/her employment in the middle of a month.

36-Hour Workweek

Consecutive Years of Service	Weeks Per Year	Hours Per Year
0-5	2.8	100.8
Beginning of 6 th	3.6	129.6
Beginning of 8 th	4.0	144.0
Beginning of 10 th	4.6	165.6
Beginning of 12 th	4.8	172.8
Beginning of 14 th	5.0	180.0

40-Hour Workweek

Consecutive Years of Service	Weeks Per Year	Hours Per Year
0-5	2.8	112
Beginning of 6 th	3.6	144
Beginning of 8 th	4.0	160
Beginning of 10 th	4.6	184
Beginning of 12 th	4.8	192
Beginning of 14 th	5.0	200

56-Hour Workweek

Consecutive Years of Service	Weeks Per Year	Hours Per Year
0-5	2.8	157
Beginning of 6 th	3.6	202
Beginning of 8 th	4.0	224
Beginning of 10 th	4.6	258
Beginning of 12 th	4.8	269
Beginning of 14 th	5.0	280

- B. **Vacation Cap.** For employees hired prior to October 19, 2020, any vacation hours accrued over 400 hours will be valued at their then current hourly rate on a monthly basis and that amount will be placed into the 401(a) plan.

New employees hired on or after October 19, 2020, will have their vacation hours capped at 400 hours and will not be able to accrue past that amount. Individuals promoted into the Middle Management Group will be cashed out for any vacation leave above the cap at their existing hourly rate.

- C. **Scheduling.** Scheduling of employee vacation leave shall be at the discretion of the City with due regard for the wishes of the employee and the work requirements of the City.
- D. **After Separation/During 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 absence not authorized by the City.
- E. **During Probation.** Vacation leave shall not be granted to an employee during the first six (6) months of an employee's original probationary period. However, on the successful completion of that time, the employee will be credited with vacation leave that would otherwise have been accrued.
- F. **Deduction.** Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.
- G. **Accrual During Leave With Pay.** Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave.
- H. **Accrual During Leave Without Pay.** Vacation leave shall not accrue to 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.
- I. **During Holiday.** In the event that a holiday recognized in this Resolution occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave.
- J. **Payment Upon Separation.** A permanent employee separated from City service shall receive compensation for his/her total accrued vacation leave at the employee's then current salary rate.
- K. **Catastrophic Cash Out.** An employee who experiences unexpected financial obligations due to catastrophic conditions such as family medical expenses, death in the family, etc. may request authorization from the City Manager to "cash out" accumulated vacation hours provided, however, that the employee shall retain an accumulated vacation balance of at least 72 hours or 80 hours (2 weeks). Approval of such a request is subject to the sole discretion of the City Manager.
- L. **Annual Cash Out.** Employees with a minimum of 500 hours of accumulated sick leave may "cash out" up to one (1) week of accumulated vacation on an annual basis provided that subsequent to the cash out, the employee shall retain a minimum vacation accrual balance of 108 hours. Said vacation cash out shall be approved on the condition that it is paid to the employee in conjunction with an approved vacation leave of at least one week in duration.
- M. **Deferred Compensation Plan Cash Out.** ~~Employees age 50 or older are eligible to make increased contributions above the applicable deferral amount~~

~~of \$5,000 for calendar year 2006 and beyond. Employees who will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the additional contributions shown above of vacation hours each year and have the funds deposited directly into deferred compensation. 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 employee shall retain an accumulated vacation balance of at least two weeks (72 or 80 hours). Pursuant to IRC Section 414(v), employees age 50 or older can defer additional "Age-50 Catch-Up" contributions to their 457(b) Deferred Compensation account above the annual 457(b) deferral limit. The amount for 2023 is \$7,500 and is subject to an annual cost-of-living increase based on the Consumer Price Index (CPI). Employees who are or will reach the age of 50 during the calendar year may "cash out" the dollar equivalent of up to the annual Age 50 Catch-Up limit of vacation hours each year and have the funds deposited directly into the 457(b) plan. However, the employee's total annual standard (non-catch-up) deferrals into the Plan must be equivalent to the maximum deferral limit for the calendar year (\$22,500 for 2023, indexed ongoing based on CPI) in order to deposit the additional "cash out" amount. The employee shall retain an accumulated vacation balance minimum of at least two weeks (72 or 80 hours).~~

IX. RETIREMENT

All employees shall be covered for retirement purposes by the Public Employees' Retirement System (PERS) in accordance with the contractual agreement between the City and the PERS. The plan is administered by the PERS 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 PERS 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 the employee. The City shall pay the premium designated as employer charges except as otherwise provided herein.
- B. **Employee Premium for "New Members," as Defined by PEPRA, Hired After January 1, 2013; MISCELLANEOUS MEMBERS PERS 2% @ 62 under PEPRA.**
"New Members" shall be subject to all of the conditions set forth in the Public Employees' Pension Reform Act of 2012 (PEPRA), which include, but are not limited to the following;
 - 1. Employee contribution rate for "new members" as defined by PEPRA 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 PEPRA (120% of Contribution and Benefit Base).

3. Calculation of benefits based on base pay for “new members” as defined by PEPRA.
4. Three (3) year average final compensation for “new members” as defined by PEPRA.
5. Benefits will be determined in accordance with all of the applicable requirements of PEPRA.

C. Employee Premium for “Classic Members” as Defined by CALPERS: MISCELLANEOUS MEMBERS PERS 2.5% @ 55 FORMULA. Employees will be responsible for paying the full eight percent (8%) of their member contribution to PERS.

Additionally, effective with the first pay period of July 2023 or upon the applicable amendment to the contract with PERS, Classic Member employees will begin contributing one-half percent (0.5%) toward the employer’s PERS contribution. Also, effective the first full pay period of July 2024, Classic Member employees will contribute an additional one-half percent (0.5%) for a total of one percent (1.0%) of the employer’s PERS contribution.

D. SWORN MEMBERS PERS 3% @ 50 FORMULA.

- 1. 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.

However, effective with the first pay period of July 2023 or upon the applicable amendment to the contract with PERS, Sworn Classic Member employees will begin contributing one-half percent (0.5%) toward the employer’s PERS contribution. Also, effective the first full pay period of July 2024, Sworn Classic Member employees will contribute an additional one-half percent (0.5%) for a total of one percent (1.0%) of the employer’s PERS contribution.

4.2. Employee Premium. Employees will be responsible for paying the full nine percent (9%) of their member contribution to PERS.

X. MEDICAL AND DENTAL PLANS

- A. **Medical Plan – Current Employees:** The City will pay 100% of the cost of the medical insurance premium for employees hired prior to November 2, 2020, and their eligible dependents, not to exceed the cost of the HMOs offered by the City.
- B. **Medical Plan – New Employees:** For employees hired after November 2, 2020, 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: \$6050/month

EE plus spouse: \$1,~~00~~150/month
EE plus child: \$~~80~~950/month
EE plus family: \$1,~~35~~00/month.

The above amounts will be effective August 1, 2023.

- C. **Medical Plan – Retired Employees**: The City shall provide monthly medical insurance contributions to retired employees up to the following amounts:
- Employees who retired before September 1, 1990, shall be eligible to receive up to \$125 per month.
 - Employees who retired between September 1, 1990 and January 1, 1998, shall be eligible to receive up to \$155 per month.
 - Employees who retire after January 1, 1998, shall be eligible to receive up to \$225 per month.
- The amount of City-paid contributions towards medical insurance for those who retired prior to 12-31-99 shall be permanently fixed and will not be increased in conjunction with changes in monthly premium rates.
- Those who retire after 1-1-00 will be provided with monthly medical insurance contributions in the amount of eighty-five percent (85%) of the monthly premium of the least expensive HMO plan (for the retiree and covered dependents). The amount of City-paid contributions towards medical insurance premiums for those retired after 1-1-00 shall not be permanently fixed and will increase in conjunction with changes in monthly premium rates. Payment of these amounts is subject to the conditions shown below.
 - Those who retire after July 1, 2004 will be provided with medical insurance contributions in an amount that does not exceed 80% of the monthly amount 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. Payment of these amounts is subject to the conditions shown below.
1. The employee has 10 years or more of continuous service with the City.
 2. The employee has a minimum of 500 hours of sick leave on the books at the time of retirement (unused vacation, at the time of retirement, may be expended to supplement the employee's sick leave hours to meet the aforementioned requirement). For the purposes of this section, sick leave hours are for determining eligibility for benefit only and shall not be deducted from an individual's balance; and
 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 payments, the retiree shall provide the City with an annual signed statement certifying that he/she 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. This benefit will be paid until the employee's death or eligibility for Medicare benefits, whichever comes first.
 5. Fire Battalion Chief and Police Captain shall be entitled to the same retiree medical insurance contribution provided to rank and file safety employees of the Fire Department and Police Department respectively. All other provisions related to medical insurance contributions for retired employees specified in the Memoranda of Understanding between the City and respective employee organizations for police and fire rank and file employees are also applicable to the Fire Battalion Chief and Police Captain. Individuals appointed to positions in this group after 7/1/13 will have their Medicare supplement capped at \$300 per month.
 6. In the case of an employee, otherwise eligible for City contribution towards their retiree health insurance, retiring or having retired within forty-five (45) days of a change in the City's contribution formula provided for herein, the City Manager is hereby given the authority to prospectively adjust the retiree's health insurance contribution up to the level that went into effect within forty-five days of retirement.
 7. The City shall not provide any retiree medical insurance contributions for employees hired after September 18, 2017.
- 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.

XI. TUITION REIMBURSEMENT

The City shall reimburse employees for the cost of tuition and books up to \$1,700 per fiscal year when completing job related professional improvement course offered through the California University system or an accredited private college institution, provided that:

- A. The employee has obtained prior approval of either his/her department head or the Personnel Officer.
- B. The employee receives a minimum grade of "B" and submits proof thereof.
- C. The course is not generally a requirement to fulfill the minimum educational qualifications of his/her position.
- D. In the event that the recipient individual's employment with the City is terminated, for whatever reason, within twelve (12) months of the receipt of tuition reimbursement, he/she shall be obligated to repay the amount received within the past twelve (12) months to the City in full at the time of separation upon written authorization by the employee, such reimbursement amount may be withheld from the employee's final paycheck.
- ~~E. **Education Incentive Pay for "Grandfathered" Employees.** The incumbent employee in the classification of Utility Supervisor as of February 2, 1998, is authorized to continue to receive Education Incentive Pay. (This classification was removed from the general service employees bargaining unit pursuant to Resolution No. 98-18. As a result, the incumbent employee in this classification is authorized to retain the education incentive pay that he achieved prior to being placed in the Middle Management, Professional and~~

~~Confidential service of the City.) All employees subsequently appointed to the above listed classification shall not be eligible to receive Education Incentive Pay.~~

XII. LONG TERM DISABILITY AND LIFE INSURANCE

- A. **Long Term Disability Insurance.** The City shall provide a long term disability (LTD) plan meeting the following criteria, as defined in the contract with the insurance company:
- | | |
|-----------------------|-------------------|
| Waiting period | 90 days |
| Benefit period | to age 60 |
| % of insured earnings | 66 2/3% |
| Maximum benefit | \$7,000 per month |
| Minimum benefit | \$100 per month |
1. When an employee who is on an extended absence that is eligible under the City's long term disability plan has passed the 90-day waiting period but has not exhausted their sick leave balance, the City will reimburse the employee for those sick leave hours used from the 90th day until their balance has been exhausted or the employee has returned to work subject to the following conditions:
- Employee has a minimum of ten (10) years of service with the City; and
 - Employee's overall rating for the last three evaluations has been satisfactory or above; and
 - Employee has been stricken with a catastrophic, life threatening injury or illness; and
 - City will reimburse these hours at a rate of ½:1.
 - Employee's balance will be reimbursed upon employee's retirement or their return to work.
- B. **Life Insurance.**
- The City will also provide a term life insurance policy with a fifty thousand dollar (\$50,000) benefit and a five thousand dollar (\$5,000) accidental death and dismemberment benefit.
 - Employees in the classifications of Fire Battalion Chief and Police Captain shall be provided with 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.

XIII. WORKERS' COMPENSATION

- A. The City will provide worker's compensation insurance. The State's workers' compensation laws and this Resolution shall govern all aspects of duty related injuries, illnesses, and accidents.
- B. **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.

XIV. AUTOMOBILE

At the discretion of the City Manager, employees in the middle management, professional, confidential service of the City may be provided with the use of a City owned automobile and fuel for business related purposes or a monthly automobile allowance in an amount determined by the City Manager not to exceed \$300 per month. In no case shall a monthly automobile allowance exceed the equivalent cost of a City owned automobile, fuel, insurance, and maintenance. [Personal use of a City owned automobile or receipt of automobile allowance in excess of actual business use may be considered taxable by the Federal or State government and shall be solely the responsibility of the employee. However, any such taxable portion or allocation shall not be treated as salary by the City for purposes of payroll or other employment taxes and shall not be PERSable.](#)

XV. DRUG & ALCOHOL TESTING

All employees in the middle management, professional, confidential service who operate a motor vehicle during the performance of their duties will be subject to drug and alcohol testing in accordance with Administrative Regulations issued by the City Manager.

XVI. LEAVE OF ABSENCE

- A. 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. 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. 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 leave of absence exceeding thirty (30) days must be approved by the City Council.

XVII. JURY DUTY

- A. Employees called for jury duty shall notify the City of the call. If, in the opinion of the City, the absence of the employee 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.
- B. Where serious disruption would not occur, the City may permit the employee to serve for a period not to exceed ten (10) business days. 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. Failure to provide court verification of jury duty attendance or reimbursement of the court per diem to the City shall be cause for the City not to compensate the employee for jury duty. Any compensation paid to the employee while on jury duty ~~may be deducted from future earnings shall be repaid by the employee to the City~~ if the employee fails to provide court verification or reimbursement of the court per diem.

XVIII. EMERGENCY CALL-OUT PAY

In recognition of the fact that Fire Battalion Chiefs are subject to regular standby duty assignments for which no additional compensation is provided, the City will provide payment to said Battalion Chiefs for emergency call-out duty as follows. In instances during which a Battalion Chief is called out to direct departmental emergency operations for a period of at least four (4) hours, the employee will receive compensation at the straight hourly rate for that call out duty.

XIX. FIRE BATTALION CHIEF SHIFT COVERAGE

To provide adequate Fire Battalion Chief coverage in the event the scheduled Battalion Chief is absent, the City will compensate the covering Battalion Chief at

their straight hourly rate for that assignment when the coverage period is for four (4) hours or more.

XX. MERGER OF FUNCTIONS

In an effort to reduce operational costs, the City may find it necessary to merge services inter-departmentally. (e.g., park operations being merged within the public works department). In those cases the City Manager shall have the authority to provide [the](#) manager responsible for overseeing added operations additional compensation not to exceed 10%. Adjustments will only be considered if all the following apply

- After two consecutive budget cycles merged operations still remain under affected position's control
- Merger resulted in reduction of at least one management level position
- Adjustment must be less than annual savings achieved

XXI. EXCEPTIONAL PERFORMANCE AWARD

In order to recognize exceptional achievements and contributions, employees covered by this Resolution may be granted an Exceptional Performance Award of up to ten percent (10%) of base salary. Determination of whether an employee meets the standard will be made by the City Manager during an employee's annual evaluation. Details on eligibility, amounts and standards are outlined in the City's Administrative Regulation No. 304.

Any compensation received as a result of an exceptional performance award will not be calculated as part of an employee's final salary if the employee is terminated or accepts employment with another agency while they are receiving the award.

XXII. BILINGUAL PAY

The City will provide a monthly stipend for each position covered by this resolution that demonstrates his/her ability to fluently speak and understand Spanish or another language. The amount of stipend will be dependent on the amount of usage and value to the agency as deemed by the department head with the City Manager's approval. In no event will the monthly compensation exceed \$200.

To be eligible, an individual must successfully complete a multi-faceted proficiency exam to verify the 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 numbers 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, the above proficiency pay shall be withheld until 10 days after their return.

XXIII. ADJUSTMENTS FOR NEW APPOINTMENTS

The City Manager shall be authorized to negotiate individual adjustments pursuant to the terms of this Resolution to enable the employment transition of newly appointed employees, e.g., provision of service credit for sick leave credit, for vacation accruals and limited transfer of sick leave and vacation hours from a previous employer.

XXIV. INFORMATION SYSTEMS ON-CALL PAY

In consideration that certain public safety operations are 24 hours a day, 7 days a week and require constant technological support from information systems staff after regular business hours, the City will provide on-call payment to employees in the classifications of Information Systems Technician and Information Systems Specialist. One employee from information systems will be available 365 days per year to address technology issues after regular business hours and shall be eligible to receive compensation for on call duty. Those who are assigned to be on-call shall receive fifteen percent (15%) of their base pay per day when assigned to be on-call.

The Department Head shall determine on-call eligibility for Information Systems Technicians and Information Systems Specialists based on knowledge and abilities.

It is the duty of the on-call employee to respond to call-outs within a reasonable period of time by either phone or in person, depending on the nature of any particular call-out problem.

Section 2. The Mayor shall sign and the 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 19th day of July 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Tim Hepburn, Mayor

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City of La Verne, City Council Agenda Report



DATE: July 17, 2023

TO: Honorable Mayor and City Council

FROM: JR Ranells, Assistant City Manager

SUBJECT: RESOLUTION NO. 23-46 AND NO. 23-47 ADOPTING A SALARY CHART FOR FULL-TIME AND PART-TIME EMPLOYEES AND REPEALING RESOLUTION NO. 22-48 AND 23-11

SUMMARY

The attached resolutions and salary tables reflect adjustments in compensation resulting from increases agreed to in negotiations with the La Verne Firefighters' Association and the La Verne Police Middle Management Group. Similarly, Middle Management and Executive Management employees are also being adjusted as directed by the City Council. Hourly positions tied to full-time equivalent positions are being adjusted at this time as well.

RECOMMENDATION

It is recommended that the City Council:

1. Adopt Resolution No. 23-46, titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING A SALARY CHART FOR FULL-TIME EMPLOYEES AND REPEALING RESOLUTION NO. 22-48; and
2. Adopt Resolution N0. 23-47, titled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING A SALARY CHART FOR PART-TIME EMPLOYEES AND REPEALING RESOLUTION 23-11; and,
3. Appropriate \$418,640 from the General Fund, \$32,300 from non-general funds, and a transfer of \$418,640 from Measure LV to the General Fund for Fiscal Year 2023-24.

DISCUSSION

Based on agreements reached with the La Verne Firefighters' Association and Police Middle Management Association, salary adjustments are being made reflecting a five percent (5%) increase for Fire Captain, five and one-half percent (5.5%) for Fire Engineer, and five and one-half percent for Firefighter as well as a compaction formula increase from fifteen percent (15%) to twenty percent (20%) for lieutenants. Additionally, per the direction of the City Council in Closed Session regarding unrepresented employees (middle management and executive management), a two and one-half percent (2.5%)

salary increase is being included for middle management and executive management employees.

Lastly, adjustments are being made in the part-time salary schedule tied to full-time equivalent hourly positions. Some part-time positions are tied to the state minimum wage and are adjusted such as this past January when there was a change required by law. However, the positions being adjusted now are tied to full-time equivalent positions associated with the groups who have reached agreements and are adjusted when the full-time chart is updated.

The City is still in negotiations with the La Verne City Employees Association and the La Verne Police Officers' Association. Once negotiations conclude with those groups, it is anticipated that additional revisions to the salary charts will be needed based on negotiated salary considerations.

FISCAL ANALYSIS

Appropriations of \$450,940 and a transfer of \$418,640 from Measure LV to the General Fund will need to be added to the Fiscal Year 2023-24 Adopted Budget. \$418,640 of the total appropriations are General Fund expenses and are supported by Measure LV revenues, they include the following groups:

Middle Management & Executive Management (\$123,000)

La Verne Fire Association (\$267,640)

La Verne Police Mid Management (\$28,000)

The remaining \$32,300 of appropriations are related to non-general funds including Water, Sewer, Equipment, and the Fire Assignment Fund. As such, \$434,440 is included and formally being appropriated through Resolution No. 23-46 for full-time and \$16,500 for part-time appropriated through Resolution No. 23-47.

ENVIRONMENTAL ANALYSIS

Not applicable.

LEGAL REVIEW

This report was reviewed and approved by the City Attorney.

ATTACHMENTS

1. Resolution 23-46
2. July 2023 Full-Time Salary Table
3. Resolution 23-47
4. July 2023 Part-Time Salary Table

RESOLUTION NO. 23-46

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING A SALARY CHART FOR FULL-TIME EMPLOYEES AND REPEALING RESOLUTION NO. 22-48

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

Section 1. The salary chart for full-time employees, effective July 2, 2023, attached hereto and made a part hereof by reference as though the same were set forth in full herein is hereby adopted.

Section 2. Resolution 22-48 is hereby repealed in its entirety.

Section 3. Appropriate \$434,440 for fiscal year 2023-2024 salary and benefit increases. Including \$15,800 from non-General Funds and \$418,640 from the General Fund which is supported by a transfer of \$418,640 from Measure LV.

Section 4. 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 17th day of July 2023.

Mayor Tim Hepburn

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I hereby certify that the foregoing [Resolution No. 23-46 was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 17th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
319	ACCOUNT CLERK I	1	38,460	0.0%	38,460	
	ACCOUNT CLERK I	2	40,383	0.0%	40,383	
	ACCOUNT CLERK I	3	42,403	0.0%	42,403	5 = 3 of Account Clerk II
	ACCOUNT CLERK I	4	44,523	0.0%	44,523	
	ACCOUNT CLERK I	5	46,750	0.0%	46,750	
321	ACCOUNT CLERK II	1	42,403	0.0%	42,403	
	ACCOUNT CLERK II	2	44,523	0.0%	44,523	
	ACCOUNT CLERK II	3	46,750	0.0%	46,750	Market
	ACCOUNT CLERK II	4	49,088	0.0%	49,088	
	ACCOUNT CLERK II	5	51,542	0.0%	51,542	
333	ACCOUNT CLERK III	1	46,750	0.0%	46,750	
	ACCOUNT CLERK III	2	49,088	0.0%	49,088	
	ACCOUNT CLERK III	3	51,542	0.0%	51,542	3 = 5 of Account Clerk II
	ACCOUNT CLERK III	4	54,120	0.0%	54,120	
	ACCOUNT CLERK III	5	56,827	0.0%	56,827	
129	ACCOUNTANT	1	61,810	2.5%	63,357	
	ACCOUNTANT	2	64,900	2.5%	66,525	
	ACCOUNTANT	3	68,146	2.5%	69,852	5 = 2 of Acct/PR
	ACCOUNTANT	4	71,553	2.5%	73,344	
	ACCOUNTANT	5	75,133	2.5%	77,011	
130	ACCOUNTANT/PAYROLL SPCLST	1	71,553	2.5%	73,343	
	ACCOUNTANT/PAYROLL SPCLST	2	75,133	2.5%	77,011	
	ACCOUNTANT/PAYROLL SPCLST	3	78,889	2.5%	80,861	Sr. Acct Market
	ACCOUNTANT/PAYROLL SPCLST	4	82,833	2.5%	84,904	
	ACCOUNTANT/PAYROLL SPCLST	5	86,975	2.5%	89,149	
164	ACCOUNTING MANAGER	1	79,117	2.5%	81,095	
	ACCOUNTING MANAGER	2	83,074	2.5%	85,151	
	ACCOUNTING MANAGER	3	87,228	2.5%	89,409	Market
	ACCOUNTING MANAGER	4	91,589	2.5%	93,879	
	ACCOUNTING MANAGER	5	96,168	2.5%	98,572	
183	ADMIN. BATTALION CHIEF	1	146,946	2.5%	150,620	
	ADMIN. BATTALION CHIEF	2	154,295	2.5%	158,151	Same as Fire Battalion Chief
	ADMIN. BATTALION CHIEF	3	162,010	2.5%	166,059	
	ADMIN. BATTALION CHIEF	4	170,110	2.5%	174,361	
	ADMIN. BATTALION CHIEF	5	178,614	2.5%	183,079	
131	ADMINISTRATIVE ANALYST	1	51,758	2.5%	53,052	
	ADMINISTRATIVE ANALYST	2	54,346	2.5%	55,705	
	ADMINISTRATIVE ANALYST	3	57,063	2.5%	58,490	5 = 1 of Mngmt Analyst
	ADMINISTRATIVE ANALYST	4	59,917	2.5%	61,415	
	ADMINISTRATIVE ANALYST	5	62,912	2.5%	64,485	
301	ADMINISTRATIVE CLERK I	1	35,515	0.0%	35,515	
	ADMINISTRATIVE CLERK I	2	37,291	0.0%	37,291	
	ADMINISTRATIVE CLERK I	3	39,156	0.0%	39,156	5 = 3 of Admin Clerk KK
	ADMINISTRATIVE CLERK I	4	41,113	0.0%	41,113	
	ADMINISTRATIVE CLERK I	5	43,169	0.0%	43,169	
309	ADMINISTRATIVE CLERK II	1	39,156	0.0%	39,156	
	ADMINISTRATIVE CLERK II	2	41,113	0.0%	41,113	
	ADMINISTRATIVE CLERK II	3	43,169	0.0%	43,169	Market
	ADMINISTRATIVE CLERK II	4	45,327	0.0%	45,327	
	ADMINISTRATIVE CLERK II	5	47,595	0.0%	47,595	
340	ADMINISTRATIVE SECRETARY	1	49,540	0.0%	49,540	
	ADMINISTRATIVE SECRETARY	2	52,018	0.0%	52,018	
	ADMINISTRATIVE SECRETARY	3	54,617	0.0%	54,617	Market
	ADMINISTRATIVE SECRETARY	4	57,348	0.0%	57,348	

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
	ADMINISTRATIVE SECRETARY	5	60,217	0.0%	60,217	
520	AMBULANCE OPERATOR	1	32,240	0.0%	32,240	
	AMBULANCE OPERATOR	2	33,852	0.0%	33,852	
	AMBULANCE OPERATOR	3	35,545	0.0%	35,545	
	AMBULANCE OPERATOR	4	37,322	0.0%	37,322	
	AMBULANCE OPERATOR	5	39,188	0.0%	39,188	
124	ASSISTANT CITY CLERK	1	64,401	2.5%	66,013	
	ASSISTANT CITY CLERK	2	67,621	2.5%	69,314	
	ASSISTANT CITY CLERK	3	71,004	2.5%	72,779	30% above Admin Sec
	ASSISTANT CITY CLERK	4	74,554	2.5%	76,418	
	ASSISTANT CITY CLERK	5	78,282	2.5%	80,239	
280	ASSISTANT CITY MANAGER	1	157,597	2.5%	161,536	
	ASSISTANT CITY MANAGER	2	165,475	2.5%	169,613	
	ASSISTANT CITY MANAGER	3	173,749	2.5%	178,093	Market
	ASSISTANT CITY MANAGER	4	182,436	2.5%	186,998	
	ASSISTANT CITY MANAGER	5	191,559	2.5%	196,348	
147	ASSISTANT PLANNER	1	61,296	2.5%	62,827	
	ASSISTANT PLANNER	2	64,360	2.5%	65,968	
	ASSISTANT PLANNER	3	67,577	2.5%	69,267	step 1 assoc planner = step 3 asst planner
	ASSISTANT PLANNER	4	70,956	2.5%	72,730	
	ASSISTANT PLANNER	5	74,504	2.5%	76,367	
148	ASSOCIATE PLANNER	1	67,577	2.5%	69,266	
	ASSOCIATE PLANNER	2	70,955	2.5%	72,729	
	ASSOCIATE PLANNER	3	74,503	2.5%	76,366	market
	ASSOCIATE PLANNER	4	78,229	2.5%	80,185	
	ASSOCIATE PLANNER	5	82,140	2.5%	84,194	
272	ASST. TO THE CITY MGR.	1	113,587	2.5%	116,427	
	ASST. TO THE CITY MGR.	2	119,267	2.5%	122,249	
	ASST. TO THE CITY MGR.	3	125,231	2.5%	128,362	same as Finance Officer
	ASST. TO THE CITY MGR.	4	131,493	2.5%	134,780	
	ASST. TO THE CITY MGR.	5	138,067	2.5%	141,519	
306	AUTO PARTS TECHNICIAN	1	40,715	0.0%	40,715	
	AUTO PARTS TECHNICIAN	2	42,750	0.0%	42,750	
	AUTO PARTS TECHNICIAN	3	44,887	0.0%	44,887	Same as Maint Wkr I
	AUTO PARTS TECHNICIAN	4	47,132	0.0%	47,132	
	AUTO PARTS TECHNICIAN	5	49,490	0.0%	49,490	
298	CITY MANAGER	5	245,000	0.0%	245,000	
149	CODE COMPLIANCE OFFICER	1	69,418	0.0%	59,994	
	CODE COMPLIANCE OFFICER	2	72,889	0.0%	62,994	
	CODE COMPLIANCE OFFICER	3	76,532	0.0%	66,144	New Lower Salary
	CODE COMPLIANCE OFFICER	4	80,360	0.0%	69,451	
	CODE COMPLIANCE OFFICER	5	84,378	0.0%	72,924	
156	COMMUNITY SERVICES SUPERINTENC	1	78,533	2.5%	80,497	
	COMMUNITY SERVICES SUPERINTENC	2	82,459	2.5%	84,522	
	COMMUNITY SERVICES SUPERINTENC	3	86,582	2.5%	88,748	
	COMMUNITY SERVICES SUPERINTENC	4	90,911	2.5%	93,185	
	COMMUNITY SERVICES SUPERINTENC	5	95,458	2.5%	97,844	
425	COMMUNICATIONS OFFICER	1	59,192	0.0%	59,192	
	COMMUNICATIONS OFFICER	2	62,152	0.0%	62,152	
	COMMUNICATIONS OFFICER	3	65,260	0.0%	65,260	Market
	COMMUNICATIONS OFFICER	4	68,523	0.0%	68,523	
	COMMUNICATIONS OFFICER	5	71,949	0.0%	71,949	

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
138	COMMUNICATIONS SUPERVISOR	1	72,872	2.5%	74,694	
	COMMUNICATIONS SUPERVISOR	2	76,515	2.5%	78,429	
	COMMUNICATIONS SUPERVISOR	3	80,342	2.5%	82,350	Market
	COMMUNICATIONS SUPERVISOR	4	84,360	2.5%	86,468	
	COMMUNICATIONS SUPERVISOR	5	88,577	2.5%	90,791	
119	COMMUNITY RISK RED SPECIALIST	1	85,592	2.5%	87,731	
	COMMUNITY RISK RED SPECIALIST	2	89,871	2.5%	92,118	
	COMMUNITY RISK RED SPECIALIST	3	94,365	2.5%	96,724	
	COMMUNITY RISK RED SPECIALIST	4	99,083	2.5%	101,560	
	COMMUNITY RISK RED SPECIALIST	5	104,037	2.5%	106,638	
175	COMMUNITY SVCS COORDINATOR	1	48,942	2.5%	50,164	
	COMMUNITY SVCS COORDINATOR	2	51,388	2.5%	52,673	
	COMMUNITY SVCS COORDINATOR	3	53,957	2.5%	55,306	Market
	COMMUNITY SVCS COORDINATOR	4	56,656	2.5%	58,072	
	COMMUNITY SVCS COORDINATOR	5	59,488	2.5%	60,975	
174	COMMUNITY SVC MANAGER	1	106,193	2.5%	108,848	
	COMMUNITY SVC MANAGER	2	111,503	2.5%	114,291	96% of Utilities Manager
	COMMUNITY SVC MANAGER	3	117,079	2.5%	120,005	
	COMMUNITY SVC MANAGER	4	122,933	2.5%	126,006	
	COMMUNITY SVC MANAGER	5	129,079	2.5%	132,306	
354	COMMUNITY SVCS SPECIALIST	1	38,251	0.0%	38,251	
	COMMUNITY SVCS SPECIALIST	2	40,164	0.0%	40,164	
	COMMUNITY SVCS SPECIALIST	3	42,172	0.0%	42,172	step 5 = 5% below step 1 of Comm Svcs Co
	COMMUNITY SVCS SPECIALIST	4	44,281	0.0%	44,281	
	COMMUNITY SVCS SPECIALIST	5	46,495	0.0%	46,495	
127	COMMUNITY SVCS SUPERVISOR	1	62,777	2.5%	64,346	
	COMMUNITY SVCS SUPERVISOR	2	65,916	2.5%	67,563	
	COMMUNITY SVCS SUPERVISOR	3	69,211	2.5%	70,941	Market
	COMMUNITY SVCS SUPERVISOR	4	72,671	2.5%	74,488	
	COMMUNITY SVCS SUPERVISOR	5	76,305	2.5%	78,213	
318	CUSTOMER SERVICE REP. I	1	43,158	0.0%	43,158	
	CUSTOMER SERVICE REP. I	2	45,316	0.0%	45,316	
	CUSTOMER SERVICE REP. I	3	47,583	0.0%	47,583	5 = 3 of Cust Serv Rep II
	CUSTOMER SERVICE REP. I	4	49,959	0.0%	49,959	
	CUSTOMER SERVICE REP. I	5	52,458	0.0%	52,458	
330	CUSTOMER SERVICE REP. II	1	47,582	0.0%	47,582	
	CUSTOMER SERVICE REP. II	2	49,960	0.0%	49,960	
	CUSTOMER SERVICE REP. II	3	52,458	0.0%	52,458	Market
	CUSTOMER SERVICE REP. II	4	55,082	0.0%	55,082	
	CUSTOMER SERVICE REP. II	5	57,836	0.0%	57,836	
173	DEPUTY DIR OF PUBLIC WRKS	1	120,514	2.5%	123,529	
	DEPUTY DIR OF PUBLIC WRKS	2	126,542	2.5%	129,705	
	DEPUTY DIR OF PUBLIC WRKS	3	132,868	2.5%	136,191	Same as Dir PW
	DEPUTY DIR OF PUBLIC WRKS	4	139,511	2.5%	143,000	
	DEPUTY DIR OF PUBLIC WRKS	5	146,488	2.5%	150,150	
125	DEPUTY FIRE CHIEF	1	176,153	2.5%	180,555	Same increase as Fire Battalion Chief
	DEPUTY FIRE CHIEF	2	184,960	2.5%	189,583	
	DEPUTY FIRE CHIEF	3	194,208	2.5%	199,062	
	DEPUTY FIRE CHIEF	4	203,918	2.5%	209,015	
	DEPUTY FIRE CHIEF	5	214,113	2.5%	219,466	
123	DEPUTY FIRE MARSHAL	1	71,083	2.5%	72,860	
	DEPUTY FIRE MARSHAL	2	74,638	2.5%	76,503	
	DEPUTY FIRE MARSHAL	3	78,370	2.5%	80,328	Market
	DEPUTY FIRE MARSHAL	4	82,288	2.5%	84,345	

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED
	DEPUTY FIRE MARSHAL	5	86,402	2.5%	88,562
275	DIR OF COMMUNITY DEV.	1	144,626	2.5%	148,243
	DIR OF COMMUNITY DEV.	2	151,858	2.5%	155,655
	DIR OF COMMUNITY DEV.	3	159,451	2.5%	163,438
	DIR OF COMMUNITY DEV.	4	167,425	2.5%	171,609
	DIR OF COMMUNITY DEV.	5	175,795	2.5%	180,190
271	DIR OF COMMUNITY SERVICES	1	135,771	2.5%	139,167
	DIR OF COMMUNITY SERVICES	2	142,560	2.5%	146,125
	DIR OF COMMUNITY SERVICES	3	149,689	2.5%	153,431
	DIR OF COMMUNITY SERVICES	4	157,173	2.5%	161,103
	DIR OF COMMUNITY SERVICES	5	165,032	2.5%	169,158
285	DIR. OF PUBLIC WORKS	1	150,644	2.5%	154,410
	DIR. OF PUBLIC WORKS	2	158,177	2.5%	162,131
	DIR. OF PUBLIC WORKS	3	166,085	2.5%	170,237
	DIR. OF PUBLIC WORKS	4	174,389	2.5%	178,749
	DIR. OF PUBLIC WORKS	5	183,109	2.5%	187,687
276	DIRECTOR OF FINANCE	1	143,938	2.5%	147,537
	DIRECTOR OF FINANCE	2	151,134	2.5%	154,914
	DIRECTOR OF FINANCE	3	158,690	2.5%	162,659
	DIRECTOR OF FINANCE	4	166,626	2.5%	170,792
	DIRECTOR OF FINANCE	5	174,958	2.5%	179,332
345	EQUIPMENT MECHANIC I	1	49,955	0.0%	49,955
	EQUIPMENT MECHANIC I	2	52,453	0.0%	52,453
	EQUIPMENT MECHANIC I	3	55,077	0.0%	55,077
	EQUIPMENT MECHANIC I	4	57,830	0.0%	57,830
	EQUIPMENT MECHANIC I	5	60,722	0.0%	60,722
347	EQUIPMENT MECHANIC II	1	55,077	0.0%	55,077
	EQUIPMENT MECHANIC II	2	57,830	0.0%	57,830
	EQUIPMENT MECHANIC II	3	60,722	0.0%	60,722
	EQUIPMENT MECHANIC II	4	63,759	0.0%	63,759
	EQUIPMENT MECHANIC II	5	66,945	0.0%	66,945
336	EQUIPMENT OPERATOR	1	49,489	0.0%	49,489
	EQUIPMENT OPERATOR	2	51,963	0.0%	51,963
	EQUIPMENT OPERATOR	3	54,562	0.0%	54,562
	EQUIPMENT OPERATOR	4	57,289	0.0%	57,289
	EQUIPMENT OPERATOR	5	60,152	0.0%	60,152
326	EQUIPMENT SERVICE WORKER	1	44,887	0.0%	44,887
	EQUIPMENT SERVICE WORKER	2	47,132	0.0%	47,132
	EQUIPMENT SERVICE WORKER	3	49,490	0.0%	49,490
	EQUIPMENT SERVICE WORKER	4	51,963	0.0%	51,963
	EQUIPMENT SERVICE WORKER	5	54,562	0.0%	54,562
132	EXEC ASST TO CITY MANAGER	1	61,924	2.5%	63,474
	EXEC ASST TO CITY MANAGER	2	65,022	2.5%	66,648
	EXEC ASST TO CITY MANAGER	3	68,273	2.5%	69,980
	EXEC ASST TO CITY MANAGER	4	71,687	2.5%	73,479
	EXEC ASST TO CITY MANAGER	5	75,271	2.5%	77,153
166	FINANCE MANAGER	1	106,193	2.5%	108,848
	FINANCE MANAGER	2	111,503	2.5%	114,291
	FINANCE MANAGER	3	117,079	2.5%	120,005
	FINANCE MANAGER	4	122,933	2.5%	126,006
	FINANCE MANAGER	5	129,079	2.5%	132,306
273	FINANCE OFFICER	1	106,449	2.5%	109,109
	FINANCE OFFICER	2	111,771	2.5%	114,564

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
	FINANCE OFFICER	3	117,360	2.5%	120,293	Market
	FINANCE OFFICER	4	123,228	2.5%	126,307	
	FINANCE OFFICER	5	129,388	2.5%	132,623	
186	FIRE BATTALION CHIEF	1	146,946	2.5%	150,620	
	FIRE BATTALION CHIEF	2	154,295	2.5%	158,151	
	FIRE BATTALION CHIEF	3	162,010	2.5%	166,058	Market
	FIRE BATTALION CHIEF	4	170,110	2.5%	174,361	
	FIRE BATTALION CHIEF	5	178,614	2.5%	183,079	
580	FIRE CAPTAIN	1	113,237	5.0%	118,899	
	FIRE CAPTAIN	2	118,897	5.0%	124,842	
	FIRE CAPTAIN	3	124,843	5.0%	131,085	
	FIRE CAPTAIN	4	131,085	5.0%	137,639	
	FIRE CAPTAIN	5	137,640	5.0%	144,522	
591	FIRE CAPTAIN PARAMEDIC	1	127,843	0.0%	134,308	
	FIRE CAPTAIN PARAMEDIC	2	133,503	0.0%	140,251	
	FIRE CAPTAIN PARAMEDIC	3	139,449	0.0%	146,494	
	FIRE CAPTAIN PARAMEDIC	4	145,691	0.0%	153,048	
	FIRE CAPTAIN PARAMEDIC	5	152,246	0.0%	159,931	15409.00 15% above step 5 firefighter
290	FIRE CHIEF	1	192,586	2.5%	197,400	
	FIRE CHIEF	2	202,216	2.5%	207,270	
	FIRE CHIEF	3	212,326	2.5%	217,634	Same as Police Chief
	FIRE CHIEF	4	222,944	2.5%	228,515	
	FIRE CHIEF	5	234,089	2.5%	239,941	
565	FIRE ENGINEER	1	95,585	5.5%	100,842	
	FIRE ENGINEER	2	100,363	5.5%	105,883	
	FIRE ENGINEER	3	105,383	5.5%	111,179	
	FIRE ENGINEER	4	110,652	5.5%	116,738	
	FIRE ENGINEER	5	116,183	5.5%	122,573	
577	FIRE ENGINEER PARAMEDIC	1	110,191	0.0%	116,251	
	FIRE ENGINEER PARAMEDIC	2	114,969	0.0%	121,292	
	FIRE ENGINEER PARAMEDIC	3	119,989	0.0%	126,588	
	FIRE ENGINEER PARAMEDIC	4	125,258	0.0%	132,147	
	FIRE ENGINEER PARAMEDIC	5	130,789	0.0%	137,982	15409.00 15% above step 5 firefighter
122	FIRE MARSHAL	1	101,326	0.0%	106,710	
	FIRE MARSHAL	2	107,811	0.0%	112,046	
	FIRE MARSHAL	3	114,296	0.0%	117,648	No increase
	FIRE MARSHAL	4	120,781	0.0%	123,530	but corrected steps
	FIRE MARSHAL	5	129,706	0.0%	129,706	
350	FIRE SAFETY SPECIALIST	1	58,192	0.0%	58,192	
	FIRE SAFETY SPECIALIST	2	61,101	0.0%	61,101	
	FIRE SAFETY SPECIALIST	3	64,156	0.0%	64,156	Same as Comm officer
	FIRE SAFETY SPECIALIST	4	67,364	0.0%	67,364	
	FIRE SAFETY SPECIALIST	5	70,733	0.0%	70,733	
540	FIREFIGHTER	1	80,110	5.5%	84,516	
	FIREFIGHTER	2	84,115	5.5%	88,741	
	FIREFIGHTER	3	88,322	5.5%	93,180	
	FIREFIGHTER	4	92,737	5.5%	97,838	
	FIREFIGHTER	5	97,374	5.5%	102,730	
551	FIREFIGHTER PARAMEDIC	1	94,716	0.0%	99,925	
	FIREFIGHTER PARAMEDIC	2	98,721	0.0%	104,150	
	FIREFIGHTER PARAMEDIC	3	102,928	0.0%	108,589	
	FIREFIGHTER PARAMEDIC	4	107,343	0.0%	113,247	
	FIREFIGHTER PARAMEDIC	5	111,979	0.0%	118,139	15,409.00 15% above step 5 firefighter

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
535	FIRFIGHTR-PARAMED TRAINEE	1	68,094	0.0%	71,838	
	FIRFIGHTR-PARAMED TRAINEE	2	71,498	0.0%	75,430	
	FIRFIGHTR-PARAMED TRAINEE	3	75,073	0.0%	79,202	Inactive
	FIRFIGHTR-PARAMED TRAINEE	4	78,827	0.0%	83,162	
	FIRFIGHTR-PARAMED TRAINEE	5	82,767	0.0%	87,320	
159	FLEET ANALYST	1	51,758	2.5%	53,052	
	FLEET ANALYST	2	54,346	2.5%	55,705	
	FLEET ANALYST	3	57,063	2.5%	58,490	same as admin analyst
	FLEET ANALYST	4	59,917	2.5%	61,415	
	FLEET ANALYST	5	62,914	2.5%	64,487	
158	FLEET MANAGER	1	106,193	2.5%	108,848	
	FLEET MANAGER	2	111,503	2.5%	114,291	
	FLEET MANAGER	3	117,079	2.5%	120,005	96% of Utilities manager
	FLEET MANAGER	4	122,933	2.5%	126,006	
	FLEET MANAGER	5	129,079	2.5%	132,306	
346	HEAVY EQUIPMENT MECHANIC	1	53,247	0.0%	53,247	
	HEAVY EQUIPMENT MECHANIC	2	55,910	0.0%	55,910	
	HEAVY EQUIPMENT MECHANIC	3	58,706	0.0%	58,706	Same as Equip Mech
	HEAVY EQUIPMENT MECHANIC	4	61,641	0.0%	61,641	
	HEAVY EQUIPMENT MECHANIC	5	64,724	0.0%	64,724	
278	INFO SYSTEMS MANAGER	1	102,379	2.5%	104,938	
	INFO SYSTEMS MANAGER	2	107,497	2.5%	110,185	
	INFO SYSTEMS MANAGER	3	112,874	2.5%	115,694	same as Finance Manager
	INFO SYSTEMS MANAGER	4	118,516	2.5%	121,479	
	INFO SYSTEMS MANAGER	5	124,442	2.5%	127,553	
128	INFO SYSTEMS SPECIALIST	1	60,287	2.5%	61,793	
	INFO SYSTEMS SPECIALIST	2	63,301	2.5%	64,883	
	INFO SYSTEMS SPECIALIST	3	66,466	2.5%	68,127	Market
	INFO SYSTEMS SPECIALIST	4	69,790	2.5%	71,533	
	INFO SYSTEMS SPECIALIST	5	73,278	2.5%	75,110	
134	INFO SYSTEMS TECHNICIAN	1	52,078	2.5%	53,380	
	INFO SYSTEMS TECHNICIAN	2	54,682	2.5%	56,049	
	INFO SYSTEMS TECHNICIAN	3	57,416	2.5%	58,851	5 = 2 of IS Spec
	INFO SYSTEMS TECHNICIAN	4	60,287	2.5%	61,794	
	INFO SYSTEMS TECHNICIAN	5	63,301	2.5%	64,884	
323	IRRIGATION SPECIALIST	1	49,490	0.0%	49,490	
	IRRIGATION SPECIALIST	2	51,963	0.0%	51,963	
	IRRIGATION SPECIALIST	3	54,562	0.0%	54,562	3 = 5 of Maint Wkr II
	IRRIGATION SPECIALIST	4	57,289	0.0%	57,289	
	IRRIGATION SPECIALIST	5	60,152	0.0%	60,152	
348	MAINTENANCE LEADWORKER	1	52,744	0.0%	52,744	
	MAINTENANCE LEADWORKER	2	55,382	0.0%	55,382	
	MAINTENANCE LEADWORKER	3	58,149	0.0%	58,149	17.5% above Maint Wkr II
	MAINTENANCE LEADWORKER	4	61,058	0.0%	61,058	
	MAINTENANCE LEADWORKER	5	64,110	0.0%	64,110	
167	MAINTENANCE MANAGER	1	106,193	2.5%	108,848	
	MAINTENANCE MANAGER	2	111,503	2.5%	114,291	
	MAINTENANCE MANAGER	3	117,079	2.5%	120,005	96% of Utilities Manager
	MAINTENANCE MANAGER	4	122,933	2.5%	126,006	
	MAINTENANCE MANAGER	5	129,079	2.5%	132,306	
146	MAINTENANCE SUPERVISOR	1	67,814	2.5%	69,510	
	MAINTENANCE SUPERVISOR	2	71,205	2.5%	72,985	
	MAINTENANCE SUPERVISOR	3	74,764	2.5%	76,635	Market
	MAINTENANCE SUPERVISOR	4	78,503	2.5%	80,466	

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED
	MAINTENANCE SUPERVISOR	5	82,429	2.5%	84,490
312	MAINTENANCE WORKER I	1	40,715	0.0%	40,715
	MAINTENANCE WORKER I	2	42,750	0.0%	42,750
	MAINTENANCE WORKER I	3	44,887	0.0%	44,887
	MAINTENANCE WORKER I	4	47,132	0.0%	47,132
	MAINTENANCE WORKER I	5	49,490	0.0%	49,490
325	MAINTENANCE WORKER II	1	44,887	0.0%	44,887
	MAINTENANCE WORKER II	2	47,132	0.0%	47,132
	MAINTENANCE WORKER II	3	49,490	0.0%	49,490
	MAINTENANCE WORKER II	4	51,963	0.0%	51,963
	MAINTENANCE WORKER II	5	54,562	0.0%	54,562
337	MAINTENANCE WORKER III	1	49,490	0.0%	49,490
	MAINTENANCE WORKER III	2	51,963	0.0%	51,963
	MAINTENANCE WORKER III	3	54,562	0.0%	54,562
	MAINTENANCE WORKER III	4	57,289	0.0%	57,289
	MAINTENANCE WORKER III	5	60,152	0.0%	60,152
140	MANAGEMENT ANALYST	1	62,912	2.5%	64,487
	MANAGEMENT ANALYST	2	66,059	2.5%	67,711
	MANAGEMENT ANALYST	3	69,362	2.5%	71,096
	MANAGEMENT ANALYST	4	72,831	2.5%	74,651
	MANAGEMENT ANALYST	5	76,472	2.5%	78,384
162	PARKS MANAGER	1	106,193	2.5%	108,848
	PARKS MANAGER	2	111,503	2.5%	114,291
	PARKS MANAGER	3	117,079	2.5%	120,005
	PARKS MANAGER	4	122,933	2.5%	126,006
	PARKS MANAGER	5	129,079	2.5%	132,306
292	PERSONNEL OFFICER	1	105,209	2.5%	107,839
	PERSONNEL OFFICER	2	110,468	2.5%	113,231
	PERSONNEL OFFICER	3	115,993	2.5%	118,893
	PERSONNEL OFFICER	4	121,791	2.5%	124,837
	PERSONNEL OFFICER	5	127,882	2.5%	131,079
314	POLICE AIDE I	1	38,599	0.0%	38,599
	POLICE AIDE I	2	40,529	0.0%	40,529
	POLICE AIDE I	3	42,557	0.0%	42,557
	POLICE AIDE I	4	44,685	0.0%	44,685
	POLICE AIDE I	5	46,919	0.0%	46,919
316	POLICE AIDE II	1	42,557	0.0%	42,557
	POLICE AIDE II	2	44,685	0.0%	44,685
	POLICE AIDE II	3	46,919	0.0%	46,919
	POLICE AIDE II	4	49,265	0.0%	49,265
	POLICE AIDE II	5	51,729	0.0%	51,729
191	POLICE CAPTAIN	1	159,328	2.5%	163,309
	POLICE CAPTAIN	2	167,294	2.5%	171,475
	POLICE CAPTAIN	3	175,658	2.5%	180,049
	POLICE CAPTAIN	4	184,442	2.5%	189,051
	POLICE CAPTAIN	5	193,662	2.5%	198,504
295	POLICE CHIEF	1	193,708	2.5%	198,551
	POLICE CHIEF	2	203,393	2.5%	208,479
	POLICE CHIEF	3	213,563	2.5%	218,903
	POLICE CHIEF	4	224,241	2.5%	229,848
	POLICE CHIEF	5	235,454	2.5%	241,340
303	POLICE CLERK I	1	38,599	0.0%	38,599
	POLICE CLERK I	2	40,529	0.0%	40,529

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
	POLICE CLERK I	3	42,557	0.0%	42,557	5 = 3 of Police Clerk II
	POLICE CLERK I	4	44,685	0.0%	44,685	
	POLICE CLERK I	5	46,919	0.0%	46,919	
315	POLICE CLERK II	1	42,557	0.0%	42,557	Market
	POLICE CLERK II	2	44,685	0.0%	44,685	
	POLICE CLERK II	3	46,919	0.0%	46,919	
	POLICE CLERK II	4	49,265	0.0%	49,265	
	POLICE CLERK II	5	51,729	0.0%	51,729	
338	POLICE COMM. SERV. OFFICE	1	51,729	0.0%	51,729	1 = 5 of Police Aide
	POLICE COMM. SERV. OFFICE	2	54,317	0.0%	54,317	
	POLICE COMM. SERV. OFFICE	3	57,032	0.0%	57,032	
	POLICE COMM. SERV. OFFICE	4	59,882	0.0%	59,882	
	POLICE COMM. SERV. OFFICE	5	62,876	0.0%	62,876	
135	POLICE COMM. SERV. SUPER	1	82,072	2.5%	84,124	Same as Comm Srvc Super
	POLICE COMM. SERV. SUPER	2	86,175	2.5%	88,330	
	POLICE COMM. SERV. SUPER	3	90,484	2.5%	92,746	
	POLICE COMM. SERV. SUPER	4	95,008	2.5%	97,384	
	POLICE COMM. SERV. SUPER	5	99,759	2.5%	102,253	
785	POLICE LIEUTENANT	1	130,481	0.0%	130,481	Same as Police Sergeant
	POLICE LIEUTENANT	2	137,006	0.0%	137,006	
	POLICE LIEUTENANT	3	143,856	0.0%	143,856	
	POLICE LIEUTENANT	4	151,048	0.0%	151,048	
	POLICE LIEUTENANT	5	158,601	0.0%	158,601	
786	POLICE LT.W/COMPACTION	1	142,272	0.00%	148,414	top step Sergeant X 10% = \$149,332.00
	POLICE LT.W/COMPACTION	2	149,385	0.00%	155,835	\$149,332.00 X 20% = \$179,198.00
	POLICE LT.W/COMPACTION	3	156,854	0.00%	163,626	\$179,198.00 + \$1,200.00 = \$180,398.00
	POLICE LT.W/COMPACTION	4	164,697	0.00%	171,808	
	POLICE LT.W/COMPACTION	5	172,932	0.00%	180,398	
450	POLICE OFFICER	1	83,896	0.0%	83,896	Market
	POLICE OFFICER	2	88,092	0.0%	88,092	
	POLICE OFFICER	3	92,497	0.0%	92,497	
	POLICE OFFICER	4	97,121	0.0%	97,121	
	POLICE OFFICER	5	101,976	0.0%	101,976	
133	POLICE RECORDS SUPVR	1	64,409	2.5%	66,019	Changing to 2080 hours
	POLICE RECORDS SUPVR	2	67,629	2.5%	69,320	
	POLICE RECORDS SUPVR	3	71,011	2.5%	72,785	
	POLICE RECORDS SUPVR	4	74,561	2.5%	76,425	
	POLICE RECORDS SUPVR	5	78,289	2.5%	80,246	
440	POLICE RECRUIT TRAINEE	1	71,312	0.0%	71,312.00	15% below step one of Officer
	POLICE RECRUIT TRAINEE	2	74,877	0.0%	74,877.00	
	POLICE RECRUIT TRAINEE	3	78,621	0.0%	78,621.00	
	POLICE RECRUIT TRAINEE	4	82,552	0.0%	82,552.00	
	POLICE RECRUIT TRAINEE	5	86,680	0.0%	86,680.00	
465	POLICE SENIOR OFFICER	1	97,791	0.0%	97,791	step 5 = mid point between Officer and Sei
	POLICE SENIOR OFFICER	2	102,681	0.0%	102,681	
	POLICE SENIOR OFFICER	3	107,815	0.0%	107,815	
	POLICE SENIOR OFFICER	4	113,206	0.0%	113,206	
	POLICE SENIOR OFFICER	5	118,866	0.0%	118,866	
460	POLICE SENIOR OFFICER 95+	1	92,495	0.0%	92,495	3 = 5 of Police Officer
	POLICE SENIOR OFFICER 95+	2	97,120	0.0%	97,120	
	POLICE SENIOR OFFICER 95+	3	101,976	0.0%	101,976	
	POLICE SENIOR OFFICER 95+	4	107,075	0.0%	107,075	
	POLICE SENIOR OFFICER 95+	5	112,429	0.0%	112,429	

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
470	POLICE SENIOR/MOTOR OFFCR	1	98,779	0.0%	98,779	
	POLICE SENIOR/MOTOR OFFCR	2	103,718	0.0%	103,718	
	POLICE SENIOR/MOTOR OFFCR	3	108,903	0.0%	108,903	step 5 of Police Senior Officer + \$1200.0
	POLICE SENIOR/MOTOR OFFCR	4	114,349	0.0%	114,349	
	POLICE SENIOR/MOTOR OFFCR	5	120,066	0.0%	120,066	
480	POLICE SERGEANT	1	111,685	0.0%	111,685	
	POLICE SERGEANT	2	117,270	0.0%	117,270	
	POLICE SERGEANT	3	123,134	0.0%	123,134	Market
	POLICE SERGEANT	4	129,291	0.0%	129,291	
	POLICE SERGEANT	5	135,756	0.0%	135,756	
144	POLICE SERV. COORDINATOR	1	69,418	2.5%	71,153	
	POLICE SERV. COORDINATOR	2	72,889	2.5%	74,711	
	POLICE SERV. COORDINATOR	3	76,532	2.5%	78,447	Same as IS Spec
	POLICE SERV. COORDINATOR	4	80,360	2.5%	82,369	
	POLICE SERV. COORDINATOR	5	84,378	2.5%	86,487	
322	POLICE SERVICE TECHNICAN	1	59,192	0.0%	59,192	
	POLICE SERVICE TECHNICAN	2	62,152	0.0%	62,152	
	POLICE SERVICE TECHNICAN	3	65,260	0.0%	65,260	Same as Comm Officer
	POLICE SERVICE TECHNICAN	4	68,523	0.0%	68,523	
	POLICE SERVICE TECHNICAN	5	71,949	0.0%	71,949	
155	PRINCIPAL PLANNER	1	96,165	2.5%	98,571	
	PRINCIPAL PLANNER	2	100,974	2.5%	103,499	
	PRINCIPAL PLANNER	3	106,024	2.5%	108,674	Market
	PRINCIPAL PLANNER	4	111,324	2.5%	114,108	
	PRINCIPAL PLANNER	5	116,891	2.5%	119,813	
172	PUBLIC WORKS MANAGER	1	106,193	2.5%	108,848	
	PUBLIC WORKS MANAGER	2	111,503	2.5%	114,291	
	PUBLIC WORKS MANAGER	3	117,079	2.5%	120,005	96% of Utilities Manager
	PUBLIC WORKS MANAGER	4	122,933	2.5%	126,006	
	PUBLIC WORKS MANAGER	5	129,079	2.5%	132,306	
126	RECREATION COORDINATOR	1	46,584	2.5%	47,748	
	RECREATION COORDINATOR	2	48,913	2.5%	50,136	
	RECREATION COORDINATOR	3	51,358	2.5%	52,643	
	RECREATION COORDINATOR	4	53,927	2.5%	55,275	
	RECREATION COORDINATOR	5	56,623	2.5%	58,039	
349	SENIOR EQUIPMENT MECHANIC	1	63,759	0.0%	63,759	
	SENIOR EQUIPMENT MECHANIC	2	66,945	0.0%	66,945	
	SENIOR EQUIPMENT MECHANIC	3	70,293	0.0%	70,293	2 = 5 of Equip Mech II
	SENIOR EQUIPMENT MECHANIC	4	73,808	0.0%	73,808	
	SENIOR EQUIPMENT MECHANIC	5	77,498	0.0%	77,498	
154	SENIOR PLANNER	1	78,229	2.5%	80,184	
	SENIOR PLANNER	2	82,140	2.5%	84,193	
	SENIOR PLANNER	3	86,247	2.5%	88,403	step 4 assoc planner = step 1 of sr planner
	SENIOR PLANNER	4	90,559	2.5%	92,823	
	SENIOR PLANNER	5	95,087	2.5%	97,464	
320	SENIOR POLICE AIDE	1	46,919	0.0%	46,919	
	SENIOR POLICE AIDE	2	49,265	0.0%	49,265	
	SENIOR POLICE AIDE	3	51,729	0.0%	51,729	3 = 5 of Police Aide II
	SENIOR POLICE AIDE	4	54,317	0.0%	54,317	
	SENIOR POLICE AIDE	5	57,032	0.0%	57,032	
141	SR. MANAGEMENT ANALYST	1	76,472	2.5%	78,384	
	SR. MANAGEMENT ANALYST	2	80,296	2.5%	82,304	
	SR. MANAGEMENT ANALYST	3	84,311	2.5%	86,419	1 = 5 of Mngmt Analyst
	SR. MANAGEMENT ANALYST	4	88,526	2.5%	90,740	

Full Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
	SR. MANAGEMENT ANALYST	5	92,953	2.5%	95,277	
168	UTILITIES MANAGER	1	110,618	2.5%	113,383	
	UTILITIES MANAGER	2	116,149	2.5%	119,052	
	UTILITIES MANAGER	3	121,956	2.5%	125,004	Market
	UTILITIES MANAGER	4	128,055	2.5%	131,255	
	UTILITIES MANAGER	5	134,456	2.5%	137,817	
150	UTILITY SUPERVISOR	1	74,263	2.5%	76,119	
	UTILITY SUPERVISOR	2	77,975	2.5%	79,925	
	UTILITY SUPERVISOR	3	81,875	2.5%	83,921	Same as Water/Swr Mnt Supvr\
	UTILITY SUPERVISOR	4	85,967	2.5%	88,117	
	UTILITY SUPERVISOR	5	90,266	2.5%	92,523	
152	WATER SUPERVISOR	1	77,977	2.5%	79,926	
	WATER SUPERVISOR	2	81,876	2.5%	83,922	
	WATER SUPERVISOR	3	85,970	2.5%	88,118	Market
	WATER SUPERVISOR	4	90,268	2.5%	92,524	
	WATER SUPERVISOR	5	94,781	2.5%	97,151	
353	WATER SYSTEM SPECIALIST	1	64,151	0.0%	64,151	
	WATER SYSTEM SPECIALIST	2	67,359	0.0%	67,359	
	WATER SYSTEM SPECIALIST	3	70,727	0.0%	70,727	5 = 2 of Wtr/Swr Maint Supvr
	WATER SYSTEM SPECIALIST	4	74,263	0.0%	74,263	
	WATER SYSTEM SPECIALIST	5	77,977	0.0%	77,977	
151	WATER/SEWER MAINT. SUPERV	1	74,263	2.5%	76,120	
	WATER/SEWER MAINT. SUPERV	2	77,977	2.5%	79,926	
	WATER/SEWER MAINT. SUPERV	3	81,876	2.5%	83,923	5 = 4 of Water Supervisor
	WATER/SEWER MAINT. SUPERV	4	85,970	2.5%	88,119	
	WATER/SEWER MAINT. SUPERV	5	90,268	2.5%	92,525	
352	WTR. PROD. SYS. OPERATOR	1	54,767	0.0%	54,767	
	WTR. PROD. SYS. OPERATOR	2	57,506	0.0%	57,506	
	WTR. PROD. SYS. OPERATOR	3	60,381	0.0%	60,381	Market
	WTR. PROD. SYS. OPERATOR	4	63,401	0.0%	63,401	
	WTR. PROD. SYS. OPERATOR	5	66,571	0.0%	66,571	

RESOLUTION NO. 23-47

A RESOLUTION OF THE CITY COUNCIL, CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING A SALARY CHART FOR PART-TIME EMPLOYEES AND REPEALING RESOLUTION NO. 23-11

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

Section 1. The salary chart for part-time employees, effective July 2, 2023, attached hereto and made a part hereof by reference as though the same were set forth in full herein is hereby adopted.

Section 2. Resolution 23-11 is hereby repealed in its entirety.

Section 3. Appropriate \$16,500 from the Fire Assignment Fund for fiscal year 2023-2024.

Section 4. 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 17th day of July 2023.

Mayor Tim Hepburn

Lupe Gaeta Estrella, Assistant City Clerk

CERTIFICATION

I hereby certify that the foregoing [Resolution No. 23-47 was duly and regularly adopted by the City Council of the City of La Verne at a meeting thereof held on the 17th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lupe Gaeta Estrella, Assistant City Clerk

Part-Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
601	PT-ACCOUNT CLERK I	1872 1	20.5449	0.00%	20.5449	
	PT-ACCOUNT CLERK I	1872 2	21.5721	0.00%	21.5721	
	PT-ACCOUNT CLERK I	1872 3	22.6512	0.00%	22.6512	FTE
	PT-ACCOUNT CLERK I	1872 4	23.7837	0.00%	23.7837	
	PT-ACCOUNT CLERK I	1872 5	24.9733	0.00%	24.9733	
602	PT-ADMIN. ANALYST	1872 1	27.6485	2.50%	28.3397	
	PT-ADMIN. ANALYST	1872 2	29.0310	2.50%	29.7568	
	PT-ADMIN. ANALYST	1872 3	30.4824	2.50%	31.2444	FTE
	PT-ADMIN. ANALYST	1872 4	32.0069	2.50%	32.8071	
	PT-ADMIN. ANALYST	1872 5	33.6068	2.50%	34.4470	
608	PT-ADMIN. BATTALION CHIEF	2080 1	70.6471	2.50%	72.4133	tied to Fire
	PT-ADMIN. BATTALION CHIEF	2080 2	74.1803	2.50%	76.0348	Battalion Chief
	PT-ADMIN. BATTALION CHIEF	2080 3	77.8894	2.50%	79.8367	With 2080
	PT-ADMIN. BATTALION CHIEF	2080 4	81.7837	2.50%	83.8282	annual hours
	PT-ADMIN. BATTALION CHIEF	2080 5	85.8721	2.50%	88.0189	
605	PT-ADMIN. CLERK I	1872 1	18.9717	0.00%	18.9717	
	PT-ADMIN. CLERK I	1872 2	19.9204	0.00%	19.9204	
	PT-ADMIN. CLERK I	1872 3	20.9167	0.00%	20.9167	FTE
	PT-ADMIN. CLERK I	1872 4	21.9621	0.00%	21.9621	
	PT-ADMIN. CLERK I	1872 5	23.0604	0.00%	23.0604	
603	PT-ADMIN. CLERK II	1872 1	20.9167	0.00%	20.9167	
	PT-ADMIN. CLERK II	1872 2	21.9621	0.00%	21.9621	
	PT-ADMIN. CLERK II	1872 3	23.0604	0.00%	23.0604	FTE
	PT-ADMIN. CLERK II	1872 4	24.2131	0.00%	24.2131	
	PT-ADMIN. CLERK II	1872 5	25.4247	0.00%	25.4247	
632	PT-ADMIN. FIRE CAPTAIN	2080 1	54.4409	5.00%	57.1629	
	PT-ADMIN. FIRE CAPTAIN	2080 2	57.1620	5.00%	60.0201	tied to Fire
	PT-ADMIN. FIRE CAPTAIN	2080 3	60.0207	5.00%	63.0217	Captain with
	PT-ADMIN. FIRE CAPTAIN	2080 4	63.0216	5.00%	66.1727	2080 hours
	PT-ADMIN. FIRE CAPTAIN	2080 5	66.1731	5.00%	69.4817	
606	PT-ADMINISTRATIVE INTERN	2080 1	15.5000	0.00%	15.5000	
	PT-ADMINISTRATIVE INTERN	2080 2	16.2750	0.00%	16.2750	
	PT-ADMINISTRATIVE INTERN	2080 3	17.0887	0.00%	17.0888	
	PT-ADMINISTRATIVE INTERN	2080 4	17.9431	0.00%	17.9432	
607	PT-ADMINISTRATIVE OFFICER	2080 1	54.4409	5.00%	57.1629	
	PT-ADMINISTRATIVE OFFICER	2080 2	57.1620	5.00%	60.0201	tied to Fire
	PT-ADMINISTRATIVE OFFICER	2080 3	60.0207	5.00%	63.0217	Captain with
	PT-ADMINISTRATIVE OFFICER	2080 4	63.0216	5.00%	66.1727	2080 hours
	PT-ADMINISTRATIVE OFFICER	2080 5	66.1731	5.00%	69.4817	

Part-Time

GRADE	DESCRIPTION		STEP	CURRENT	Increase	UPDATED	
609	PT-ADMINISTRATIVE SEC.	1872	1	26.4637	0.00%	26.4637	FTE
	PT-ADMINISTRATIVE SEC.	1872	2	27.7874	0.00%	27.7874	
	PT-ADMINISTRATIVE SEC.	1872	3	29.1757	0.00%	29.1757	
	PT-ADMINISTRATIVE SEC.	1872	4	30.6346	0.00%	30.6346	
	PT-ADMINISTRATIVE SEC.	1872	5	32.1672	0.00%	32.1672	
677	PT-APPRENTICE FIREFIGHTER		1	15.5000	0.00%	15.5000	
610	PT-ASSISTANT PLANNER	1872	1	32.7436	2.50%	33.5622	FTE
	PT-ASSISTANT PLANNER	1872	2	34.3803	2.50%	35.2399	
	PT-ASSISTANT PLANNER	1872	3	36.0988	2.50%	37.0013	
	PT-ASSISTANT PLANNER	1872	4	37.9038	2.50%	38.8514	
	PT-ASSISTANT PLANNER	1872	5	39.7991	2.50%	40.7941	
611	PT-ASSISTANT POOL MANAGER	2080	1	20.2800	0.00%	20.2800	
	PT-ASSISTANT POOL MANAGER	2080	2	21.2940	0.00%	21.2940	
	PT-ASSISTANT POOL MANAGER	2080	3	22.3587	0.00%	22.3587	
	PT-ASSISTANT POOL MANAGER	2080	4	23.4766	0.00%	23.4766	
614	PT-AUTO PARTS TECHNICIAN	1872	1	21.7495	0.00%	21.7495	FTE
	PT-AUTO PARTS TECHNICIAN	1872	2	22.8365	0.00%	22.8365	
	PT-AUTO PARTS TECHNICIAN	1872	3	23.9781	0.00%	23.9781	
	PT-AUTO PARTS TECHNICIAN	1872	4	25.1774	0.00%	25.1774	
	PT-AUTO PARTS TECHNICIAN	1872	5	26.4370	0.00%	26.4370	
639	PT-CITY COUNCIL		1	-	0.00%	-	
615	PT-CLERICAL ASSISTANT I	2080	1	15.5000	0.00%	15.5000	
	PT-CLERICAL ASSISTANT I	2080	2	16.2750	0.00%	16.2750	
	PT-CLERICAL ASSISTANT I	2080	3	17.0887	0.00%	17.0887	
	PT-CLERICAL ASSISTANT I	2080	4	17.9431	0.00%	17.9431	
617	PT-CLERICAL ASSISTANT II	2080	1	17.0887	0.00%	16.5375	
	PT-CLERICAL ASSISTANT II	2080	2	17.9431	0.00%	17.3644	
	PT-CLERICAL ASSISTANT II	2080	3	18.8402	0.00%	18.2326	
	PT-CLERICAL ASSISTANT II	2080	4	19.7822	0.00%	19.1442	
616	PT-CLERICAL ASSISTANT III	2080	1	18.8402	0.00%	18.2326	
	PT-CLERICAL ASSISTANT III	2080	2	19.7822	0.00%	19.1442	
	PT-CLERICAL ASSISTANT III	2080	3	20.7713	0.00%	20.1014	
	PT-CLERICAL ASSISTANT III	2080	4	21.8099	0.00%	21.1065	
619	PT-COMMUNICATIONS OFFICER	2080	1	28.4577	0.00%	28.4577	FTE
	PT-COMMUNICATIONS OFFICER	2080	2	29.8808	0.00%	29.8808	
	PT-COMMUNICATIONS OFFICER	2080	3	31.3750	0.00%	31.3750	
	PT-COMMUNICATIONS OFFICER	2080	4	32.9438	0.00%	32.9438	
	PT-COMMUNICATIONS OFFICER	2080	5	34.5909	0.00%	34.5909	

Part-Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED	
620	PT-COMPUTER OPERATOR	2080	1	17.2407	0.00%	17.2407
	PT-COMPUTER OPERATOR	2080	2	18.1027	0.00%	18.1027
	PT-COMPUTER OPERATOR	2080	3	19.0077	0.00%	19.0077
	PT-COMPUTER OPERATOR	2080	4	19.9582	0.00%	19.9582
623	PT-CROSSING GUARD	2080	1	15.5000	0.00%	15.0000
	PT-CROSSING GUARD	2080	2	16.2750	0.00%	15.7500
	PT-CROSSING GUARD	2080	3	17.0887	0.00%	16.5375
	PT-CROSSING GUARD	2080	4	17.9431	0.00%	17.3644
625	PT-CUST. SERV REP TRAINEE	2080	1	15.5000	0.00%	15.0000
	PT-CUST. SERV REP TRAINEE	2080	2	16.2750	0.00%	15.7500
	PT-CUST. SERV REP TRAINEE	2080	3	17.0887	0.00%	16.5375
	PT-CUST. SERV REP TRAINEE	2080	4	17.9431	0.00%	17.3644
626	PT-DEPUTY EMRGNCY OPS CHF	2080	1	73.3508	2.50%	75.1846
	PT-DEPUTY EMRGNCY OPS CHF	2080	2	77.0185	2.50%	78.9440
	PT-DEPUTY EMRGNCY OPS CHF	2080	3	80.8695	2.50%	82.8912
	PT-DEPUTY EMRGNCY OPS CHF	2080	4	84.9129	2.50%	87.0357
	PT-DEPUTY EMRGNCY OPS CHF	2080	5	89.1584	2.50%	91.3874
624	PT-DEPUTY FIRE MARSHAL	2080	1	43.7490	0.00%	43.7490
690	PT-ELECTION ASSISTANT	2080	1	17.0690	0.00%	17.0690
	PT-ELECTION ASSISTANT	2080	2	17.9275	0.00%	17.9275
	PT-ELECTION ASSISTANT	2080	3	18.8264	0.00%	18.8264
	PT-ELECTION ASSISTANT	2080	4	19.7662	0.00%	19.7662
628	PT-ELECTION COORDINATOR		1	53.0000	0.00%	53.0000
618	PT-ELECTION OFFICIAL	2080	1	15.5000	0.00%	15.0000
	PT-ELECTION OFFICIAL	2080	2	16.2750	0.00%	15.7500
	PT-ELECTION OFFICIAL	2080	3	17.0887	0.00%	16.5375
	PT-ELECTION OFFICIAL	2080	4	17.9431	0.00%	17.3644
627	PT-ENGINEERING AIDE	2080	1	15.5000	0.00%	15.0000
	PT-ENGINEERING AIDE	2080	2	16.2750	0.00%	15.7500
	PT-ENGINEERING AIDE	2080	3	17.0887	0.00%	16.5375
	PT-ENGINEERING AIDE	2080	4	17.9431	0.00%	17.3644
629	PT-EQ.MECHANIC's AIDE	2080	1	15.5000	0.00%	15.0000
	PT-EQ.MECHANIC's AIDE	2080	2	16.2750	0.00%	15.7500
	PT-EQ.MECHANIC's AIDE	2080	3	17.0887	0.00%	16.5375
	PT-EQ.MECHANIC's AIDE	2080	4	17.9431	0.00%	17.3644
636	PT-FINANCE MANAGER	1872	1	56.7270	2.50%	58.1452
	PT-FINANCE MANAGER	1872	2	59.5636	2.50%	61.0527
	PT-FINANCE MANAGER	1872	3	62.5422	2.50%	64.1058
	PT-FINANCE MANAGER	1872	4	65.6693	2.50%	67.3111

same % increase
as Fire
Battalion Chief

FTE

Part-Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED
	PT-FINANCE MANAGER	1872 5	68.9525	2.50%	70.6763
638	PT-FIRE MARSHAL	1872 1	54.1271	2.50%	57.0032
	PT-FIRE MARSHAL	1872 2	57.5913	2.50%	59.8536
	PT-FIRE MARSHAL	1872 3	61.0556	2.50%	62.8462 FTE
	PT-FIRE MARSHAL	1872 4	64.5198	2.50%	65.9882
	PT-FIRE MARSHAL	1872 5	69.2874	2.50%	69.2874
634	PT-FIRE PREVENTION AIDE	2080 1	15.5000	0.00%	15.0000
	PT-FIRE PREVENTION AIDE	2080 2	16.2750	0.00%	15.7500
	PT-FIRE PREVENTION AIDE	2080 3	17.0887	0.00%	16.5375
	PT-FIRE PREVENTION AIDE	2080 4	17.9431	0.00%	17.3644
630	PT-FIRE SAFETY SPECIALIST	1872 1	31.0855	0.00%	31.0855
	PT-FIRE SAFETY SPECIALIST	1872 2	32.6394	0.00%	32.6394
	PT-FIRE SAFETY SPECIALIST	1872 3	34.2714	0.00%	34.2714 FTE
	PT-FIRE SAFETY SPECIALIST	1872 4	35.9850	0.00%	35.9850
	PT-FIRE SAFETY SPECIALIST	1872 5	37.7847	0.00%	37.7847
633	PT-GRADUATE INTERN	2080 1	15.5000	0.00%	15.0000
	PT-GRADUATE INTERN	2080 2	16.2750	0.00%	15.7500
	PT-GRADUATE INTERN	2080 3	17.0887	0.00%	16.5375
	PT-GRADUATE INTERN	2080 4	17.9431	0.00%	17.3644
635	PT-LABORER	2080 1	15.5000	0.00%	15.0000
	PT-LABORER	2080 2	16.2750	0.00%	15.7500
	PT-LABORER	2080 3	17.0887	0.00%	16.5375
	PT-LABORER	2080 4	17.9431	0.00%	17.3644
637	PT-LIFEGUARD	2080 1	16.2750	0.00%	15.3000
	PT-LIFEGUARD	2080 2	17.0887	0.00%	16.0650
	PT-LIFEGUARD	2080 3	17.9431	0.00%	16.8683
	PT-LIFEGUARD	2080 4	18.8403	0.00%	17.7117
612	PT-MAINTENANCE WORKER I	1872 1	21.7495	0.00%	21.7495
	PT-MAINTENANCE WORKER I	1872 2	22.8365	0.00%	22.8365
	PT-MAINTENANCE WORKER I	1872 3	23.9781	0.00%	23.9781 FTE
	PT-MAINTENANCE WORKER I	1872 4	25.1774	0.00%	25.1774
	PT-MAINTENANCE WORKER I	1872 5	26.4370	0.00%	26.4370
640	PT-MOBILE COMMND PST OPRT	1	55.1693	0.00%	57.6515 tied to top step
642	PT-PARK INTERN	2080 1	15.5000	0.00%	15.0000
	PT-PARK INTERN	2080 2	16.2750	0.00%	15.7500
	PT-PARK INTERN	2080 3	17.0887	0.00%	16.5375
	PT-PARK INTERN	2080 4	17.9431	0.00%	17.3644
644	PT-PARKING CITAT HEAR OFC	1	60.0000	0.00%	60.0000

Part-Time

GRADE	DESCRIPTION	STEP	CURRENT	Increase	UPDATED
646	PT-PARKS WORKER I	2080 1	15.5000	0.00%	15.0000
	PT-PARKS WORKER I	2080 2	16.2750	0.00%	15.7500
	PT-PARKS WORKER I	2080 3	17.0887	0.00%	16.5375
	PT-PARKS WORKER I	2080 4	17.9431	0.00%	17.3644
649	PT-PLANNING INTERN	2080 1	15.5000	0.00%	15.0000
	PT-PLANNING INTERN	2080 2	16.2750	0.00%	15.7500
	PT-PLANNING INTERN	2080 3	17.0887	0.00%	16.5375
	PT-PLANNING INTERN	2080 4	17.9431	0.00%	17.3644
651	PT-POLICE AIDE I	1872 1	20.6191	0.00%	20.6191
	PT-POLICE AIDE I	1872 2	21.6501	0.00%	21.6501
	PT-POLICE AIDE I	1872 3	22.7334	0.00%	22.7334 FTE
	PT-POLICE AIDE I	1872 4	23.8702	0.00%	23.8702
	PT-POLICE AIDE I	1872 5	25.0636	0.00%	25.0636
652	PT-POLICE AIDE II	1872 1	22.7334	0.00%	22.7334
	PT-POLICE AIDE II	1872 2	23.8702	0.00%	23.8702
	PT-POLICE AIDE II	1872 3	25.0636	0.00%	25.0636 FTE
	PT-POLICE AIDE II	1872 4	26.3168	0.00%	26.3168
	PT-POLICE AIDE II	1872 5	27.6330	0.00%	27.6330
655	PT-POLICE CADET	2080 1	15.8100	0.00%	15.3000
	PT-POLICE CADET	2080 2	16.6005	0.00%	16.0650
	PT-POLICE CADET	2080 3	17.4305	0.00%	16.8683
	PT-POLICE CADET	2080 4	18.3020	0.00%	17.7117
604	PT-POLICE CLERK I	1872 1	20.6191	0.00%	20.6191
	PT-POLICE CLERK I	1872 2	21.6501	0.00%	21.6501
	PT-POLICE CLERK I	1872 3	22.7334	0.00%	22.7334 FTE
	PT-POLICE CLERK I	1872 4	23.8702	0.00%	23.8702
	PT-POLICE CLERK I	1872 5	25.0636	0.00%	25.0636
654	PT-POOL AIDE	2080 1	15.5000	0.00%	15.0000
	PT-POOL AIDE	2080 2	16.2750	0.00%	15.7500
	PT-POOL AIDE	2080 3	17.0887	0.00%	16.5375
	PT-POOL AIDE	2080 4	17.9431	0.00%	17.3644
656	PT-POOL CASHIER	2080 1	15.5000	0.00%	15.0000
	PT-POOL CASHIER	2080 2	16.2750	0.00%	15.7500
	PT-POOL CASHIER	2080 3	17.0887	0.00%	16.5375
	PT-POOL CASHIER	2080 4	17.9431	0.00%	17.3644
657	PT-POOL INSTRUCTOR I	2080 1	18.8402	0.00%	15.9000
	PT-POOL INSTRUCTOR I	2080 2	19.7822	0.00%	16.6950
	PT-POOL INSTRUCTOR I	2080 3	20.7713	0.00%	17.5298
	PT-POOL INSTRUCTOR I	2080 4	21.8098	0.00%	18.4062
661	PT-POOL MANAGER	2080 1	24.1000	0.00%	21.7335

Part-Time

GRADE	DESCRIPTION	STEP		CURRENT	Increase	UPDATED
	PT-POOL MANAGER	2080	2	25.3050	0.00%	22.8202
	PT-POOL MANAGER	2080	3	26.5703	0.00%	23.9612
	PT-POOL MANAGER	2080	4	27.8988	0.00%	25.1592
663	PT-PRESCHOOL ASSISTANT	2080	1	15.5000	0.00%	15.0000
	PT-PRESCHOOL ASSISTANT	2080	2	16.2750	0.00%	15.7500
	PT-PRESCHOOL ASSISTANT	2080	3	17.0887	0.00%	16.5375
	PT-PRESCHOOL ASSISTANT	2080	4	17.9431	0.00%	17.3644
664	PT-PRESCHOOL COORDINATOR	2080	1	19.7822	0.00%	19.1442
	PT-PRESCHOOL COORDINATOR	2080	2	20.7713	0.00%	20.1014
	PT-PRESCHOOL COORDINATOR	2080	3	21.8098	0.00%	21.1065
	PT-PRESCHOOL COORDINATOR	2080	4	22.9002	0.00%	22.1618
665	PT-PRESCHOOL INSTRUCTOR	2080	1	17.0887	0.00%	16.5375
	PT-PRESCHOOL INSTRUCTOR	2080	2	17.9431	0.00%	17.3644
	PT-PRESCHOOL INSTRUCTOR	2080	3	18.8402	0.00%	18.2326
	PT-PRESCHOOL INSTRUCTOR	2080	4	19.7822	0.00%	19.1442
667	PT-REC. COORDINATOR	1872	1	24.8846	2.50%	25.5067
	PT-REC. COORDINATOR	1872	2	26.1287	2.50%	26.7820
	PT-REC. COORDINATOR	1872	3	27.4348	2.50%	28.1207
	PT-REC. COORDINATOR	1872	4	28.8072	2.50%	29.5273
	PT-REC. COORDINATOR	1872	5	30.2473	2.50%	31.0035
669	PT-REC. LEADER I	2080	1	15.5000	0.00%	15.0000
	PT-REC. LEADER I	2080	2	16.2750	0.00%	15.7500
	PT-REC. LEADER I	2080	3	17.0887	0.00%	16.5375
	PT-REC. LEADER I	2080	4	17.9431	0.00%	17.3644
670	PT-REC. LEADER II	2080	1	17.0887	0.00%	16.5375
	PT-REC. LEADER II	2080	2	17.9431	0.00%	17.3644
	PT-REC. LEADER II	2080	3	18.8402	0.00%	18.2326
	PT-REC. LEADER II	2080	4	19.7822	0.00%	19.1442
672	PT-REC. SPECIALIST I	2080	1	17.9431	0.00%	17.3644
	PT-REC. SPECIALIST I	2080	2	18.8402	0.00%	18.2326
	PT-REC. SPECIALIST I	2080	3	19.7822	0.00%	19.1442
	PT-REC. SPECIALIST I	2080	4	20.7713	0.00%	20.1014
674	PT-REC SPECIALIST II	2080	1	19.7822	0.00%	19.1442
	PT-REC SPECIALIST II	2080	2	20.7713	0.00%	20.1014
	PT-REC SPECIALIST II	2080	3	21.8098	0.00%	21.1065
	PT-REC SPECIALIST II	2080	4	22.9002	0.00%	22.1618
675	PT-REC. SPECIALIST III	2080	1	21.8098	0.00%	21.1065
	PT-REC. SPECIALIST III	2080	2	22.9002	0.00%	22.1618
	PT-REC. SPECIALIST III	2080	3	24.0452	0.00%	23.2699
	PT-REC. SPECIALIST III	2080	4	25.2474	0.00%	24.4334

Part-Time

GRADE	DESCRIPTION		STEP	CURRENT	Increase	UPDATED	
676	PT-REC. SPECIALIST IV	2080	1	24.0452	0.00%	23.2699	
	PT-REC. SPECIALIST IV	2080	2	25.2474	0.00%	24.4334	
	PT-REC. SPECIALIST IV	2080	3	26.5097	0.00%	25.6551	
	PT-REC. SPECIALIST IV	2080	4	27.8351	0.00%	26.9378	
678	PT-RESERVE FIREFIGHTER		1	15.5000	0.00%	15.5000	NC
682	PT-RESERVE POLICE OFC III		1	44.4697	0.00%	44.4697	tied to step 3 F
680	PT-RESERVE POLICE OFCR I		1	44.4697	0.00%	44.4697	tied to step 3 F
681	PT-RESERVE POLICE OFCR II		1	44.4697	0.00%	44.4697	tied to step 3 F
686	PT-SENIOR MNGMNT ANALYST	1872	1	40.8504	2.50%	41.8717	
	PT-SENIOR MNGMNT ANALYST	1872	2	42.8932	2.50%	43.9655	
	PT-SENIOR MNGMNT ANALYST	1872	3	45.0379	2.50%	46.1639	FTE
	PT-SENIOR MNGMNT ANALYST	1872	4	47.2895	2.50%	48.4718	
	PT-SENIOR MNGMNT ANALYST	1872	5	49.6544	2.50%	50.8957	

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