



336 Pacific Avenue, Shafter, CA 93263
Meeting Held In-Person and Via Zoom and Livestream on YouTube.

**AGENDA
SPECIAL MEETING
SHAFTER CITY COUNCIL
MONDAY, SEPTEMBER 18, 2023**

NOTICE TO THE PUBLIC:

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 336 Pacific Avenue, Shafter CA. In addition, such documents will be posted on the City's website at www.shafter.com.

CALL TO ORDER: 6:00 PM

ROLL CALL: Mayor Givens
Mayor Pro Tem Prout
Council Member Alvarado
Council Member Espinoza
Council Member Olvera

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Prout

INVOCATION: Council Member Alvarado

APPROVAL OF AGENDA:

PUBLIC COMMENT:

Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited to speak from the podium and address the City Council. Speakers are limited to five minutes unless additional time is needed for translation. Please state your name and address for the record before making your presentation.

COUNCIL ANNOUNCEMENTS AND REPORTS:

CONSENT CALENDAR:

All items on the consent calendar are considered routine and non-controversial by staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent calendar and will be considered in the listed sequence

with an opportunity for any member of the public to address the Council concerning the item before action is taken.

1. Approve Payroll: September 8, 2023.
2. Approval of Minutes: August 22, 2023, August 28, 2023, September 5, 2023.
3. Approve Special Event Permit: First Fridays Street Fair, City of Shafter, Downtown Square, October 6, 2023.
4. Approve Special Event Permit: Church in the Park, Congregational Bible Church of Shafter, Mannel Park, October 15, 2023.
5. Council find the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; ratify the Memorandum of Understanding (MOU) between the City of Shafter (City) and Shafter Police Officers Associations (SPOA) for the period from January 1, 2024, to December 31, 2024.
6. Council find the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; and ratify the Memorandum of Understanding (MOU) between the City of Shafter (City) and EService Employees International Union (SEIU) L521 for the period from January 1, 2024, to December 31, 2025.
7. Council find the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; and adopt Resolution 2942, a Resolution of the City Council of the City of Shafter limiting, prohibiting or restricting the stopping, parking, or standing of vehicles on certain portions of Pacific Avenue.
8. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; and approve the annual renewal of the Arctic Wolf Security as a Service contract in the amount of \$52,433.84.
9. Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt the City of Shafter Employee Bi-Weekly Pay Schedule effective July 1, 2023.
10. Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and approve final map for Tract No. 6490, Phase 1.
11. Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and approve proposed mural design to be added to the north-facing wall of the GAF Room at the Shafter Library & Learning Center, 236 James Street.
12. Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt Resolution 2943, a Resolution of the City Council of the City of Shafter approving participation in the Urban Greening Emission Reduction Program.

MANAGEMENT REPORT:

1. **UPDATE ON NORTH SHAFTER COMMUNITY PARK PROJECT:** There is no recommended action. The item is listed for informational purposes only and City Council feedback. (City Manager Gabriel A. Gonzalez)

ROLL CALL

- 2. AWARD ST00032 - 7TH STANDARD #2 LANE RECONSTRUCTION FRIANT KERN CANAL TO ZACHARY AVE. STPL 5281(034) TO GRIFFITH COMPANY IN THE AMOUNT OF \$762,343:** Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; accept the bids received for Capital Improvement Program (CIP) Project #ST00032 - 7th Standard #2 Lane Reconstruction - Friant Kern Canal to Zachary Ave. STPL 5281(034); authorize the Deputy Public Works Director to issue a Notice of Award and Notice to Proceed for said project to Griffith Company for a contract amount of \$762,343.00; and authorize a budget appropriation of \$50,000 TDA funds to increase the CIP project budget 825,000. (City Manager Gabriel A. Gonzalez)

ROLL CALL

CITY MANAGER COMMENTS AND REPORTS:

DEPARTMENT DIRECTOR COMMENTS AND REPORTS:

RECESS:

CLOSED SESSION:

1. **CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to California Government Code, Section 54957.6
Agency Representative: Gabriel A. Gonzalez, City Manager. Employee Organization: Shafter Police Officers Association; Non-represented employees.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Pursuant to California Government Code, Section 54956.9(a). Name of Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al (Williams-Sonoma DTC, Inc. Case IDs: 757063, 284-450, 20127075.

ADJOURNMENT:

Pursuant to the Americans with Disabilities Act, if you need special assistance to participate in a City Council Meeting, please contact the City Clerk at (661) 746-5000 at least three (3) days prior to the meeting or time the special services are needed to allow City staff in making reasonable arrangements to provide you with access to the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection in the City Clerk's Office at Shafter City Hall, 336 Pacific Ave., Shafter, CA 93263. This is to certify that this Agenda notice was posted at City Hall and Police Dept. by 5:00 p.m., September 13, 2023. Yazmina Pallares, S/S, City Clerk

REMOTE PUBLIC PARTICIPATION IS ALLOWED IN THE FOLLOWING WAYS, SEE BELOW FOR INSTRUCTIONS.

1. You are strongly encouraged to observe the City Council meetings live via YouTube <https://www.youtube.com/user/CityofShafter/>
2. If you wish to make a comment on a specific agenda item or public comment, please submit your comment via email by **6:00 PM on September 18, 2023** to

- the City Clerk at CityClerk@shafter.com
3. If you wish to make a written comment to the City Clerk, 336 Pacific Avenue, Shafter, CA 93263.
 4. If you wish to make a comment during the live meeting, callers must first register with the City Clerk at 661-746-5012 before the meeting begins to receive instructions and the call- in number and code. Please call by 5:00pm on the Monday prior to the City Council meeting to allow ample time for sign up. You will need to provide your name, phone number and the item number you wish to address.
 5. All public comments are provided to the City Council and applicable Staff, for review and consideration by the Board prior to taking action on any matters listed on the agenda and are incorporated into the official record of the City Council meeting.



336 Pacific Avenue, Shafter, CA 93263
Meeting Held In-Person and Via Zoom and Livestream to YouTube.

NOTICE OF SPECIAL MEETING OF THE SHAFTER CITY COUNCIL

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Shafter will be held on **September 18, 2023**. The meeting will convene at **6:00 PM**, in the Council Chamber at Shafter City Hall, 336 Pacific Avenue, Shafter, California and via teleconference and Livestream on YouTube. Said special meeting shall be for the following purpose:

CONSENT CALENDAR:

1. Approve Payroll: September 8, 2023.
2. Approval of Minutes: August 22, 2023, August 28, 2023, September 5, 2023.
3. Approve Special Event Permit: First Fridays Street Fair, City of Shafter, Downtown Square, October 6, 2023.
4. Approve Special Event Permit: Church in the Park, Congregational Bible Church of Shafter, Mannel Park, October 15, 2023.
5. Council find the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; ratify the Memorandum of Understanding (MOU) between the City of Shafter (City) and Shafter Police Officers Associations (SPOA) for the period from January 1, 2024, to December 31, 2024.
6. Council find the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; and ratify the Memorandum of Understanding (MOU) between the City of Shafter (City) and EService Employees International Union (SEIU) L521 for the period from January 1, 2024, to December 31, 2025.
7. Council find the action is not defined as a "project" per Section 15378(b)(2) of the CEQA Guidelines; and adopt Resolution 2942, a Resolution of the City Council of the City of Shafter limiting, prohibiting or restricting the stopping, parking, or standing of vehicles on certain portions of Pacific Avenue.
8. Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and approve the annual renewal of the Arctic Wolf Security as a Service contract in the amount of \$52,433.84.
9. Council find action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; and adopt the City of Shafter Employee Bi-Weekly Pay Schedule effective July 1, 2023.
10. Council find action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; and approve final map for Tract No. 6490, Phase 1.
11. Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; and approve proposed mural design to be added to the north-facing wall of the GAF Room at the Shafter Library & Learning Center, 236 James Street.

12. Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt Resolution 2943, a Resolution of the City Council of the City of Shafter approving participation in the Urban Greening Emission Reduction Program.

MANAGEMENT REPORT:

1. **UPDATE ON NORTH SHAFTER COMMUNITY PARK PROJECT:** There is no recommended action. The item is listed for informational purposes only and City Council feedback. (City Manager Gabriel A. Gonzalez)
2. **AWARD ST00032 - 7TH STANDARD #2 LANE RECONSTRUCTION FRIANT KERN CANAL TO ZACHARY AVE. STPL 5281(034) TO GRIFFITH COMPANY AMOUNT OF \$762,343:** Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; accept the bids received for Capital Improvement Program (CIP) Project #ST00032 - 7th Standard #2 Lane Reconstruction - Friant Kern Canal to Zachary Ave. STPL 5281(034); authorize the Deputy Public Works Director to issue a Notice of Award and Notice to Proceed for said project to Griffith Company for a contract amount of \$762,343.00; and authorize a budget appropriation of \$50,000 TDA funds to increase the CIP project budget 825,000. (City Manager Gabriel A. Gonzalez)

CITY MANAGER COMMENTS AND REPORTS:

DEPARTMENT DIRECTOR COMMENTS AND REPORTS:

RECESS:

CLOSED SESSION:

1. **CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to California Government Code, Section 54957.6
Agency Representative: Gabriel A. Gonzalez, City Manager. Employee Organization: Shafter Police Officers Association; Non-represented employees.
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Pursuant to California Government Code, Section 54956.9(a). Name of Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al (Williams-Sonoma DTC, Inc. Case IDs: 757063, 284-450, 20127075.

Yazmina Pallares, City Clerk

Affidavit of Posting Special Meeting Notice

This is to certify that this Special Meeting Notice was posted at City Hall and the Police Department by 5:00 p.m., September 13, 2023. Further information regarding this Agenda Notice is available at City Hall, 336 Pacific Ave., Shafter, CA.

Yazmina Pallares, S/S, City Clerk

Dated: September 13, 2023



City of Shafter

DETAIL PROOF - FINAL REPORT

Pay Period 08/19/23 To 09/01/23

WARRANT: 090823 PAYROLL TYPE: BIWEEKLY

CHECK DATE: 09/08/2023

Earnings-Deductions Proof Summaries

Total Pre-Notes: 0

Available Cash Balance after payroll: -923,737.21

Total Cash Requirements:

Total Employee Checks:	0.00
Total Employee ACH Transactions:	324,623.95
Total Vendor Checks this payroll:	0.00
Total Vendor Checks other payrolls:	0.00
Total Vendor Electronic Transfers this payroll:	0.00
Total Vendor Electronic Transfers other payrolls:	0.00
Total Vendor Telephone Transfers this payroll:	0.00
Total Vendor Telephone Transfers other payrolls:	0.00

Total Cash Required: 324,623.95

Payments to be Processed:

Total Telephone Transfers: 0.00

Remaining Payroll Liabilities:

Total Employee/Employer (Check type = No check):	23,471.83
Total Pay Escrow:	0.00
Total Escrow Balance:	0.00
Total Invoices this payroll:	239,267.26
Total Invoices other payrolls:	0.00
Total Checks/Invoices/EFT/Telephone transfers this payroll (deferred):	84,931.81
Total Checks/Invoices/EFT/Telephone transfers other payrolls (deferred):	0.00

Total Liabilities: 347,670.90

** END OF REPORT - Generated by Lety Lara **

APPROVED BY:

**MINUTES OF THE SPECIAL MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM ON YOUTUBE
TUESDAY, AUGUST 22, 2023**

CALL TO ORDER: 4:00 PM

ROLL CALL:

PRESENT (In-Person): Mayor Givens, Mayor Pro Tem Prout, Council Members Alvarado, Espinoza, and Olvera. Also present: City Manager Gonzalez, Building Official Fidler, Public Works Director James, and City Clerk Pallares.

APPROVAL OF AGENDA:

MOVED (OLVERA) AND SECONDED (PROUT) COUNCIL DETERMINED THERE WAS A NEED TO TAKE IMMEDIATE ACTION AND THAT THE NEED FOR IMMEDIATE ACTION CAME TO THE ATTENTION OF THE COUNCIL SUBSEQUENT TO THE AGENDA BEING POSTED TO REMOVE CLOSED SESSION ITEM NO. 1 AND APPROVED THE AGENDA AS AMENDED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, OLVERA, AND PROUT.

NAYS: NONE.

ABSENT: NONE.

ABSTENTIONS: NONE.

PUBLIC COMMENT:

There were no members of the public wishing to speak.

MANAGEMENT REPORT:

- 1. ACTIVE RESIDENTIAL HOUSING TRACTS STATUS REPORT:** Building Official Fidler presented information on a Status Report for Active Residential Housing Tracts. Council received and heard report. No action was taken.
- 2. CAPITAL IMPROVEMENT PROJECTS UPDATE:** Public Works Director James presented information on an update for Capital Improvement Projects. Council received and heard the updates. No action was taken.

CLOSED SESSION:

- 1. ITEM REMOVED FROM AGENDA. CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to California Government Code, Section 54957.6. Agency Representative: Gabriel A. Gonzalez, City Manager. Employee Organization: Service Employees International Union, Local 521; Shafter Police Officers Association; Non-represented employees.

ADJOURNMENT:

*MOVED (ESPINOZA) AND SECONDED (OLVERA) COUNCIL ADJOURNED THE MEETING AT 4:47 P.M.
MOTION CARRIED WITH NO OPPOSITION.*

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk

**MINUTES OF THE SPECIAL MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM ON YOUTUBE
MONDAY, AUGUST 28, 2023**

CALL TO ORDER: 4:00 PM

ROLL CALL:

PRESENT (In-Person): Mayor Givens, Mayor Pro Tem Prout, Council Members Alvarado and Espinoza. Absent with an excused absence: Council Member Olvera. Also present: City Manager Gonzalez and City Clerk Pallares. (Via Zoom): City Attorney Martinez.

APPROVAL OF AGENDA:

MOVED (PROUT) AND SECONDED (ESPINOZA) COUNCIL APPROVED THE AGENDA AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND PROUT.

NAYS: NONE.

ABSENT: OLVERA.

ABSTENTIONS: NONE.

PUBLIC COMMENT:

There were no members of the public wishing to speak.

RECESS:

MOVED (ESPINOZA) AND SECONDED (ALVARADO) COUNCIL RECESSED INTO CLOSED SESSION AT 4:01 P.M.

CLOSED SESSION:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:** Pursuant to California Government Code, Section 54956.9(a). Name of Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al (Williams-Sonoma DTC, Inc. Case IDs: 757063, 284-450, 20127075. *NO REPORTABLE ACTION.*

ADJOURNMENT:

MOVED (ALVARADO) AND SECONDED (PROUT) COUNCIL ADJOURNED THE MEETING AT 4:56 P.M. MOTION CARRIED WITH NO OPPOSITION WITH COUNCIL MEMBER OLVERA ABSENT.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
SHAFTER CITY COUNCIL
COUNCIL CHAMBER, 336 PACIFIC AVENUE
MEETING HELD IN-PERSON AND VIA ZOOM AND LIVESTREAM TO YOUTUBE
TUESDAY, SEPTEMBER 5, 2023**

CALL TO ORDER: 6:00 PM

ROLL CALL:

PRESENT (In-Person): Mayor Givens, Council Members Alvarado, Espinoza, and Olvera. Absent with an excused absence: Mayor Pro Tem Prout. Also present: City Manager Gonzalez, Planning Director Esselman, Education Partnership Director Franz, IT Specialist Herrera, Public Works Director James, City Attorney Martinez, Business Development Coordinator Meadows, Captain Milligan, City Clerk Pallares, and Deputy Public Works Director Torres. (Via Zoom): Human Resources Manager Chavolla, Building Official Fidler, Finance Director Sanchez, and Community Engagement Manager Zermeno.

PLEDGE OF ALLEGIANCE: Council Member Olvera

INVOCATION: Council Member Espinoza

APPROVAL OF AGENDA:

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL APPROVED THE AGENDA AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: PROUT.

ABSTENTIONS: NONE.

PUBLIC COMMENT:

There were no members of the public wishing to speak.

COUNCIL ANNOUNCEMENTS AND REPORTS:

On August 29, 2023, Mayor Givens, Mayor Pro Tem Prout, and Council Member Espinoza attended an Oath of Office Ceremony for Library and Learning Center Intern Miranda Mendoza-Ramirez.

On August 30, 2023, Mayor Pro Tem Prout and Council Member Alvarado along with staff attended a Mural Ad hoc Committee meeting at City Hall.

CONSENT CALENDAR:

1. Approve General Checks: August 17, 2023, August 24, 2023, August 28, 2023, August 31, 2023.
2. Approve Payroll: August 11, 2023, August 17, 2023, August 25, 2023, August 28, 2023,

September 1, 2023, September 1, 2023.

3. Approve Overtime Report: August 2023.
4. Approve Minutes: August 1, 2023, August 15, 2023.
5. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; and accept the Treasurer’s Report for July 2023.
6. Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve construction plans and specifications for the Stringham Park Site Amenities Improvement Project; and authorize the release of said project for formal bid procedures.
7. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve construction plans and specifications for the Shafter Aquatics Center Pool Improvement Project; and authorize the release of said project for formal bid procedures.
8. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; approve the Agreement for the Completion of Public Improvements with Balfanz Homes, Inc. for Tract 6490-1, including reductions in the performance and payment bonds; and authorize the City Manager to execute said agreement.
9. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; accept three (3) separate proposals from Heating, Ventilation, and Air Conditioning service companies to provide routine maintenance work at public facilities owned by the City; approve one (1) of said proposals submitted by EMCOR Services; and authorize the Public Works Director to award a three-year maintenance agreement to EMCOR services for a period of up to three (3) years with Year 1 cost valued at \$25,000.
10. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; authorize the Public Works Director to contract with Hectors Plumbing Inc. in an amount not to exceed \$15,000 for sewer repairs at the Kirschenmann Park Bathroom.
11. Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the cancelation of the regularly scheduled City Council meeting of September 19, 2023.
12. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; ratify and adopt the Side Letter Agreement with Shafter Police Officers Association (SPOA) agreeing to modify certain provisions of the Memorandum of Understanding (MOU) approved by the City Council on December 7, 2021, amending Section 5.1 Salary, to indicate that on September 22, 2023, all recognized employees shall receive a fifteen percent (15%) Equity adjustment retroactive to July 1, 2023.
13. Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; approve the revised Cooperation Agreement; authorize the City Manager to sign the agreement; and adopt Resolution 2938, a Resolution of the City Council of the City of Shafter to Cooperate with the County of Kern.
14. Council find action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; repeal Resolution 2640; and adopt Resolution 2939, a Resolution of the City Council of the City of Shafter establishing a policy governing reimbursement for actual and necessary expenses incurred for city-related business and adopting the City of Shafter city-related business travel expense reimbursement and per diem allowance plan.
15. Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt Resolution 2940, a Resolution of the City Council of the City of Shafter approving and adopting the Shafter Transit System 2023 Title VI Program Update.
16. Council find action is not defined as a “project” per Section 15378(b)(4) of the CEQA

Guidelines; and adopt Resolution 2941, a Resolution of the City Council of the City of Shafter adopting the 2023 City of Shafter Zero Emission Bus (ZEB) Rollout Plan.

17. Council find the action is not defined as a “project” per Section 15378(b)(4) of the CEQA Guidelines; authorize the City Manager or Finance Director to approve an agreement with InvoiceCloud, Inc. to replace the current utility bills online payments solution.

MOVED (ALVARADO) AND SECONDED (OLVERA) COUNCIL APPROVED THE CONSENT CALENDAR AS PRESENTED. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: PROUT.

ABSTENTIONS: NONE.

MANAGEMENT REPORT:

- 1. AUTHORIZE RELEASE OF REQUEST FOR QUALIFICATIONS FOR HOTEL DEVELOPER TO PROVIDE PROFESSIONAL DIRECTION FOR HOTELS AND OTHER RELATED COMMERCIAL PROJECTS:** Business Development Coordinator Meadows made introductory comments.

MOVED (ALVARADO) AND SECONDED (ESPINOZA) COUNCIL FIND THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(5) OF THE CEQA GUIDELINES; AND AUTHORIZED THE CITY MANAGER TO RELEASE THE REQUEST FOR QUALIFICATIONS FOR A HOTEL DEVELOPER FOR DISTRIBUTION. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: PROUT.

ABSTENTIONS: NONE.

- 2. AUTHORIZE THE PURCHASE OF WATER METERS AND APPURTENANCES (CIP PROJECT# WA00017) FOR A TOTAL COST OF \$504,976.65:** Deputy Public Works Director Torres made introductory comments.

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL FIND THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(4) OF THE CEQA GUIDELINES; ACCEPTED A COST PROPOSAL FOR PURCHASING 951 STANDARD RESIDENTIAL WATER ASSEMBLIES FROM BADGER METER TOTALING \$319,032.29 (QUOTATION NO. 3527454); ACCEPTED TWO (2) PROPOSALS FOR METER APPURTENANCES; APPROVED ONE (1) PROPOSAL SUBMITTED BY CORE & MAIN FOR SAID METER APPURTENANCES VALUED AT \$185,944.36 (BID #3089136); AND AUTHORIZED THE PUBLIC WORKS DIRECTOR TO ISSUE PURCHASE ORDERS FOR SAID METER AND METER APPURTENANCES FOR A TOTAL COST OF \$504,976.65. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: PROUT.

ABSTENTIONS: NONE.

- 3. ADOPTON OF URGENCY ORDINANCE 749, APPROVING AND ADOPTING EXECUTION OF A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH SUBURBAN LAND RESERVE, INC., 7th STANDARD**

RANCH INVESTORS, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC.:
Planning Director Esselman made introductory comments.

MOVED (ESPINOZA) AND SECONDED (OLVERA) COUNCIL FIND THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; ADOPTED URGENCY ORDINANCE NO. 749, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHAFTER, CALIFORNIA, APPROVING AND ADOPTING EXECUTION OF A FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SHAFTER AND SUBURBAN LAND RESERVE, INC., 7TH STANDARD RANCH INVESTORS, LLC, AND LENNAR HOMES OF CALIFORNIA, LLC. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: PROUT.

ABSTENTIONS: NONE.

4. COUNCIL AUTHORIZATION TO ADD TWO (2) SERVICE CREWMEMBER I/II POSITIONS IN THE PUBLIC WORKS DEPARTMENT: City Manager Gonzalez made introductory comments.

MOVED (ALVARADO) AND SECONDED (OLVERA) COUNCIL FIND THE ACTION IS NOT DEFINED AS A "PROJECT" PER SECTION 15378(B)(5) OF THE CEQA GUIDELINES; AUTHORIZED THE ADDITION OF TWO (2) NEW SERVICE CREWMEMBER I/II POSITIONS ASSIGNED TO THE PUBLIC WORKS DEPARTMENT; AND AUTHORIZED THE USE OF EXISTING REVENUES TO FUND SAID POSITION. MOTION CARRIED BY THE FOLLOWING VOTE:

AYES: ALVARADO, ESPINOZA, GIVENS, AND OLVERA.

NAYS: NONE.

ABSENT: PROUT.

ABSTENTIONS: NONE.

CITY MANAGER COMMENTS AND REPORTS: City Manager Gonzalez reported an email was sent to Council with a schedule of upcoming events.

DEPARTMENT DIRECTOR COMMENTS AND REPORTS: Public Works Director James provided an update on the North Shafter Project. Education Partnership Director Franz reported the City of Shafter Library and Learning Center will showcase a booth display at the League of California Cities Annual Conference and Expo.

RECESS:

MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL RECESSED INTO CLOSED SESSION AT 6:27 P.M.

CLOSED SESSION:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISITING LITIGATION:** Pursuant to California Government Code, Section 54956.9(a). Name of Case: California Department of Tax and Fee Administration Petitions of the Cities of Alameda, et al (Williams-Sonoma DTC, Inc. Case IDs: 757063, 284-450, 20127075. *NO REPORTABLE ACTION.*

ADJOURNMENT:

*MOVED (OLVERA) AND SECONDED (ESPINOZA) COUNCIL ADJOURNED THE MEETING AT 7:40 P.M.
MOTION CARRIED WITH NO OPPOSITION WITH MAYOR PRO TEM PROUT ABSENT.*

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk



336 Pacific Avenue, Shafter CA 93263
 Tel: (661) 746-5002 • Fax (661) 746-9125
 Email: facilityrentals@shafter.com

APPLICATION FOR SPECIAL EVENT PERMIT

Shafter Municipal Code 17.02.100 permits short-term placement of activities on privately or publicly owned property with appropriate regulations so that such activities are compatible with the surrounding areas.

The City's Project Assistance Team is authorized to approve a special event permit if the event is expected to accommodate less than 50 persons. City Council approval is required if more than 50 persons will attend.

Complete applications must be received a minimum of 30 days prior to the event. If errors or omissions are discovered, the application will be deemed incomplete and will be returned to the applicant for revision. Acceptance of your application is not a guarantee of approval. After the initial intake of your completed application, other City permits may be required. Application Fees are due at the time of submittal and are non-refundable.

APPLICANT: Name (Contact Person): Rachel Zermeno or Vanessa Uribe

Name of Business or Organization (if applicable): City of Shafter

If Organization, what type: ☐ Service Club ☐ Church ☐ Other: _____

Mailing Address: 336 Pacific Avenue City Shafter State CA Zip 93263

Phone 661-746-5000 Fax _____ Email rzermeno@shafter.com or vuribe@shafter.com

TYPE OF EVENT (concert, reception, parade, party, promotion, rally, wedding, parade, etc.)

Street Fair (vendors, entertainment, and food)

DATE(S) OF EVENT: From: 10/06/2023 To: 10/06/2023

TIME OF EVENT: From: 5:00 pm To: 9:00 pm

TIME SET-UP STARTS: 1:00 pm **TIME CLEAN-UP ENDS:** 10:00 pm

NUMBER OF ATTENDEES: 800-1,000 **ADMISSION FEE?** ☐ Yes ☒ No

LOCATION OF EVENT: Downtown Shafter (Central Avenue & James Street)

Name of Facility/Address

Name of Property Owner: City of Shafter

FULL DESCRIPTION OF ACTIVITY: (check all that apply)

- ☒ Amplified speech or music ☒ Food Beverages served/sold** ☒ Banners/Flags to be used ☐ Public Dance
- ☒ Street closure (attach map) ☒ Barricades (attach map) ☒ Equipment to be brought in (specify below)
- ☒ Food Vendors ****a copy of the Community Event Permit issued by Kern County Public Health must be attached**
- ☐ Alcoholic Beverage **** the event organizer must obtain an ABC licensed issued by Alcoholic Beverage Control**

EVENT ORGANIZERS ARE RESPONSIBLE FOR ENSURING ALL VENDORS ARE PROPERLY LICENSED.

Additional Pertinent Information (attach additional sheet if necessary): _____

Road closures on Central Avenue (at 333 Central Ave) to James St. & at James St to Pacific Ave. for booth and entertainment set-up.

Additional equipment will include barricades to close off streets listed on map, hand washing stations, pop up tents, park table benches, generator for band downtown stage, extra trash cans.

GENERAL REQUIREMENTS:

1. Execute a Hold Harmless Agreement.
2. Provide a Certificate of Insurance with an Endorsement for the City of Shafter, if required. See "Insurance Requirement" below.
3. There shall be no disruption in normal vehicular traffic flow.
4. All City noise regulations must be observed.
5. Parking must be in authorized parking spaces only.
6. There shall be no alcoholic beverages at event without prior City Council approval.
7. Carefully observe Hours of Event, as stated on permit.
7. All set-up and clean-up is the responsibility of the permit-holder. Following the event, all facilities must be left in a clean and orderly condition.
8. If indicated, comply with any additional conditions that may have been imposed as Conditions of Approval following review of your application for a Special Event Permit.
9. Do not advertise your event until the application is approved.
10. Application fees are non-refundable.

INSURANCE REQUIREMENTS ONLY IF THE EVENT WILL BE HELD ON A CITY OWNED FACILITY OR ON CITY RIGHT-OF-WAY:

- | | | |
|------------------------------|---|--|
| 1. Open to the Public | ☒ Yes | ☐ No |
| 2. Fundraising | ☐ Yes | ☒ No |
| 3. More than 100 persons | ☒ Yes | ☐ No |
| 4. Amplification | ☒ Yes | ☐ No |
| 5. Alcohol to be served/sold | ☐ Yes | ☒ No |

If any one or more of the boxes above are marked YES, a Certificate of Insurance must be filed two weeks prior to the event. The Certificate of Insurance alone is not an acceptable proof of coverage and must be accompanied by an Endorsement page naming: **"The City of Shafter, it's Officers, Employees, City Council members, Agents, Boards and Commissions"** as additional insured. The insurance coverage accepted is \$1,000,000 per occurrence and \$2,000,000 general aggregate. In addition, if Alcohol is present or sold, a host liquor liability in the amount of \$2,000,000 per occurrence and \$4,000,000 general aggregate must be produced.

The following Hold Harmless Agreement is also required:

This is to certify that City of Shafter agrees to indemnify and hold harmless the City of Shafter, its Employees, City Council members, Agents, Boards and Commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability judgments in relation to use of land and streets.

Furthermore, I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge. I understand that additional Conditions of Approval may be imposed on my event by the Project Assistance Team or the City Council, and I agree to comply with any conditions that may be required.

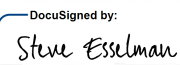
Applicant's Signature Vanessa Uribe

Digitally signed by Vanessa Uribe
Date: 2023.09.01 10:12:35 -07'00'

Date: 09/01/2023

CHIEF OF POLICE:☐ Approved☐ Approved with Conditions Listed Below☐ DeniedSignature: 

Date: 9/6/2023

PROJECT ASSISTANCE TEAM:☐ Approved☐ Approved with Conditions Listed Below☐ DeniedSignature: 

Date: 9/6/2023

CITY COUNCIL:☐ Approved☐ Approved with Conditions Listed Below☐ Denied

Signature: _____

Date: _____

CONDITIONS OF APPROVAL

As part of the approval process for a Special Event Permit application, conditions may be imposed that are deemed necessary to ensure that the permit will be applied in accordance with the criteria outlined in the City Zoning Ordinance. These conditions may involve any factors affecting the operation of the temporary use or event. Conditions of Approval include the following items circled:

1. Provision of temporary parking facilities, including vehicular ingress and egress.
2. Regulation of nuisance factors such as, but not limited to, prevention of glare or direct illumination of adjacent properties, noise, vibration, smoke, dirt, odors, gases, and heat.
3. Regulation of temporary buildings, structures, and facilities, including placement, height and size, location or equipment and open spaces including buffer areas and other yards.
4. Provision of sanitary and medical facilities.
5. Provision of solid waste collection and disposal.
6. Police and fire concerns.
7. Provision of security and safety measures.
8. Regulation of operating hours and days, including limitation of the duration of the special event to a shorter time period than requested.
9. Submission of a performance bond or other surety device to assure that any temporary facilities or structures used for the proposed special event will be removed from the site within a reasonable time following the event and that the property will be restored to its former conditions.
10. Submission of a site plan indicating any information required by the Zoning Ordinance.
11. A requirement that the approval of the requested special event permit is contingent upon compliance with the Zoning Ordinance and with other applicable provision of other ordinances, resolutions, or regulations.
12. Other conditions that will ensure the operation of the proposed special event in an orderly and efficient manner and in accordance with the intent and purpose of the Zoning Ordinance.
13. Additional Conditions of Approval: _____

Requires City Council approval because greater than 50 people at any given time.

FOR OFFICE USE ONLYReceived by 

Date 9/5/23

Zoning of Property _____

Fee Waived: ☒ Yes ☐ No

Fee: \$ _____

Cash _____

Credit Card _____

Check No. _____

☐ Yes ☒ NA Park Use Permit Issued☒ Yes ☐ NA Insurance Certificate Filed☒ Yes ☐ NA Encroachment Permit Issued☐ Yes ☒ NA ABC License



Encroachment Permit Application PUBLIC WORKS DEPARTMENT

336 Pacific Avenue, Shafter, CA 93263

Tel: (661) 746-5002

Email: encroachmentpermit@shafter.com

PERMIT NO _____

Please Check One: ☒ **Property Owner** ☐ **Utility Company** ☐ **Contractor** ☐ **Other**

Name Rachel Zermeno or Vanessa UribeAddress: 336 Pacific Avenue City: Shafter State: CA Zip: 93263Phone: 661-746-5000 Fax: _____ Email: rzermeno@shafter.com or vuribe@shafter.com

CA License No. _____ Type: _____ Expiration Date _____ Business License No, if applicable _____

Nature or description of the encroachment for which this application is made (attach a separate sheet if needed):

Downtown Street Fair with vendors from local organizations, a great way to promote downtown business, along with concerts featuring popular local music bands, groups, schools, clubs, and more. And will also highlight a wide variety of talented community artists and makers.

Location of the proposed encroachment (include drawing(s) and exact dimensions on a separate sheet) or use space provided:

The event will take place on a portion of Central Avenue (at 333 Central Ave) to Munzer Street. Road closures on Central Avenue to James St. and at James St to Pacific Ave. for booth and entertainment set-up.

Proposed Encroachment: Start Date: 10/06/2023 Time: 1:00 pm Finish Date: 10/06/2023 Time: 10:00 pm

INDEMNIFICATION

Applicant agrees that if this application is granted, applicant will indemnify, save and hold harmless the City of Shafter ("City"), and each of City's officials, officers, employees, city council members, agents, board members, commissioners, contractors and authorized volunteers (collectively "City Agents") against and from any and all suits, actions, damages, judgments, claims, demands, expenses (including actual out-of-pocket legal fees), losses, penalties, fines, liabilities, debts, costs and expenditures, and against any and all loss or liability which the City of Shafter or such City agents may suffer, or which may be recoverable from, or obtainable against the City of Shafter or such City agents, from loss, damage, or injury to persons or property in any manner proximately caused by, arising out of, allegedly arising out of, incident to, or connected to any acts, omissions, or misconduct in connection with the placing, erection, maintenance or existence of said encroachment.

Initials **VU**

Applicant further agrees that upon the expiration of the permit for which this application is made, if granted, or upon the revocation thereof by the City, applicant will at his own cost and expense remove the same from the public property or right-of-way where the same is located, and restore said public property or right-of-way to the condition as nearly may be in which it was before the placing, erection, maintenance or existence of said encroachment.

Initials **VU**

Applicant shall submit or require their contractor to submit both proof of workman's compensation insurance and a commercial general liability insurance policy, in the amount not less than one million dollars (\$1,000,000) per occurrence with a general aggregate not less than two million dollars (\$2,000,000). The insurance carrier must have a Best's rating on Excellent A-and be size VII or larger and licensed and admitted to do business in the state of California. The policy shall name the "City of Shafter, its officers, employees, city council members, agents, boards and commission" as additional insured.

Initials

Applicant shall submit a traffic control plan for both vehicular and pedestrian traffic for all work in the public right-of-way. The plan and its controls shall follow the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Initials

California Government Code Section 4216 requires an INQUIRY IDENTIFICATION NUMBER be assigned to every person planning to conduct an excavation in a Public Right-of-Way or Private Easement. If applicable, the applicant shall call the "USA" Regional Notification Center at 1-800-227-2600 a minimum of two (2) days prior to commencing that excavation. Pursuant to Title 12 of the Shafter Municipal Code, the undersigned hereby applies for a permit to place, erect, and/or maintain an encroachment on public property right-of-way as therein defined.

Initials

In the event that a homeowner intends to replace broken sidewalk within the public right-of-way in front of their residence, and/or install infill sidewalk that is not part of a development or planned improvements by the City, a no-fee encroachment permit may be approved and granted. Please coordinate with Staff to determine if a no-fee permit would be applicable for a portion of or the entire scope of any proposed improvements. Applicant must follow the City of Shafter's Subdivision Engineering & Design Manual. If the applicant fails to meet the requirements or excessive re-inspections are performed, the applicant will be charged a retro-active permit fee and re-inspection fees incurred.

Initials

Date: 9/1/2023Applicant Signature: Vanessa UribeDigitally signed by Vanessa Uribe
Date: 2023.09.01 10:11:51 -07'00'

I hereby certify that I have made an investigation of the facts stated in the foregoing application and find that the maintenance of said encroachment (1) will not substantially interfere with the use of the public place where the same is to be located and (2) will not constitute a hazard to persons using said public place.

Date: 9/19/2023City Engineer: Michael James

3EDA9955A87B4AD...

3EE70D329F7449D...

Use this space to draw/sketch proposed encroachment:

PERMIT NO

see attached

OFFICE USE ONLY (Do Not Write Below This Line)

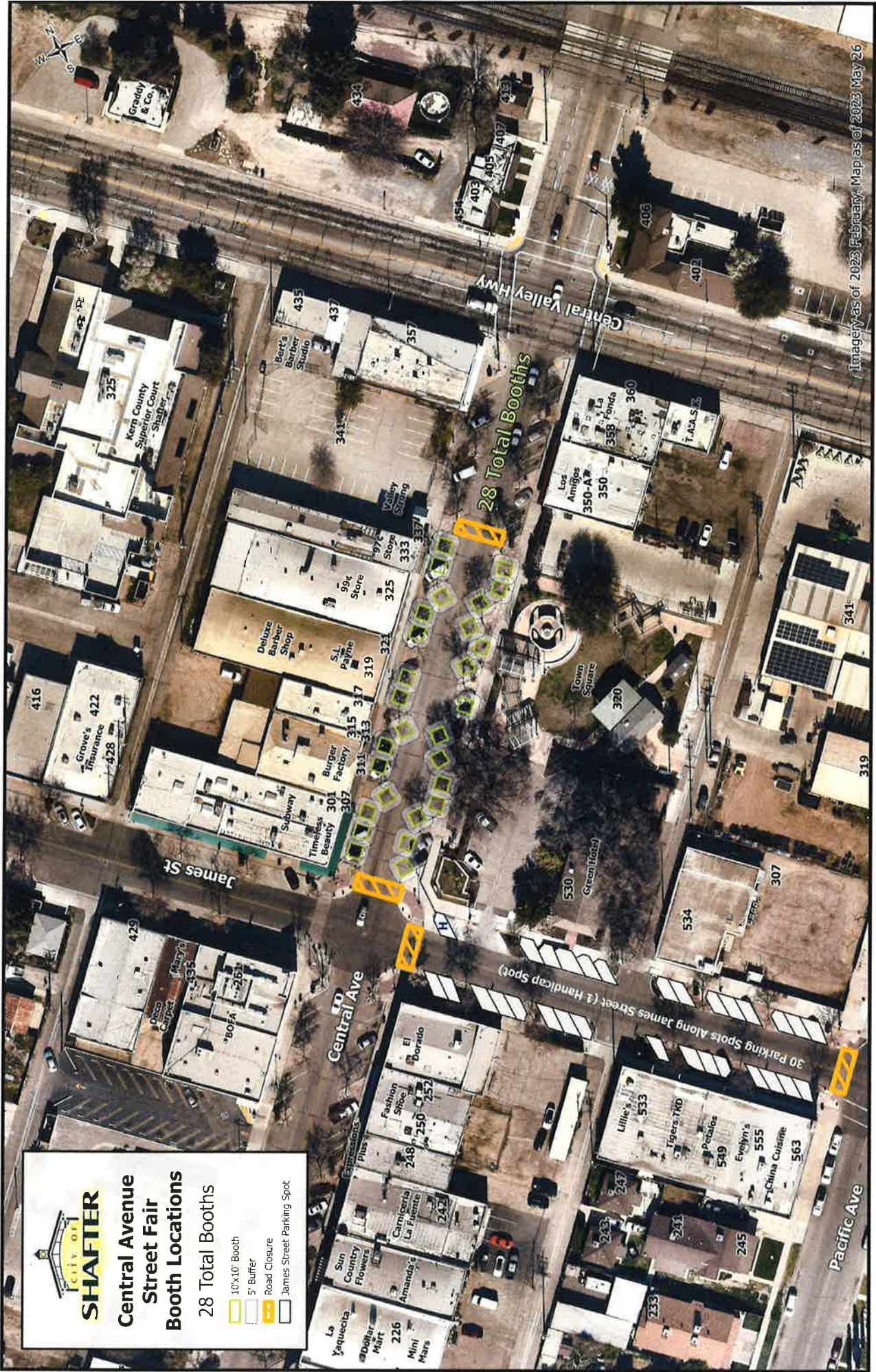
CONDITIONS: All Work shall be performed in accordance with City Standards applicable at the time of application and the City Engineer. Any additional conditions shall be listed below:

Maintain street access for existing residents and businesses.

INSPECTION RECORD AND COMMENTS

DATE	NOTES/COMMENTS	INSPECTED BY

Origination Fee	Additional Services and Fees		Payment Record
☐ \$79 ☒ Waived	Minor Encroachment Fee	Major Encroachment Fee	☐ Cash ☐ Waived ☐ Check No _____
☐ Special/Expedited \$ _____	☐ \$79 Plan Review	☐ \$329 Plan Review	Receipt _____ Date _____
Receipt _____ Date 9/16/23	☐ \$102 Inspection Fee	☐ \$658 Inspection Fee	Received By _____
Received By [Signature]	\$16 One-day Oversize Load Permit	\$90 Annual Oversize Load Permit	





336 Pacific Avenue, Shafter, California 93263
(661) 746-5000 • Fax (661) 746-0607

ENCROACHMENT PERMIT SUPPLEMENTAL FORM FOR TRAFFIC ALTERATION AND CONTROL IN PUBLIC RIGHT-OF-WAY

APPROVED: ☐ YES ☐ NO ☐ N/A	SIGNATURE PUBLIC WORKS DIRECTOR: DocuSigned by: 	DATE SIGNED: 9/12/2023
APPROVED: ☐ YES ☐ NO ☐ N/A	SIGNATURE CHIEF OF POLICE: DocuSigned by: 	DATE SIGNED: 9/6/2023

THE FOLLOWING WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR REVIEW. IT DOES NOT GUARANTEE APPROVAL. PLEASE ALLOW 21 DAYS FOR PROCESSING.

SECTION 1 – GENERAL INFORMATION TO BE FILLED OUT BY AGENCY PROVIDING TRAFFIC CONTROL PLAN

Agency Name City of Shafter Contact Rachel Zermeno or Vanessa Uribe
 Address 336 Pacific Avenue City Shafter Zip 93263
 Tel 661-805-9692 Alt. Tel _____ Email rzermeno@shafter.com or vuribe@shafter.com
 Name of event First Fridays Downtown Street Fair
 Date of event October 6, 2023 Start Time 5:00 pm End Time 9:00 pm

Route to be traveled, starting and ending points **(A map must be submitted and include any proposed delineations, as well as specific uses and locations of signs, cones or barricades. Any areas for event staging shall also be included)** Road closure from Central Avenue (at 333 Central Ave) to James Street, road closure at James Street to Pacific Ave.

The downtown square parking lot will also need to be closed. Please refer to attached map.

SECTION 2 – ENTRIES CHECK ALL THAT APPLY, INCLUDE NUMBER OF ENTRIES

☐ Vehicles _____ ☐ Floats _____ ☐ Animals _____ ☐ Bikes _____ ☐ Participants _____ ☒ Booths 70
☐ Marching Bands _____ ☐ Show Cars _____ ☐ Motorcycles _____ ☐ Other _____

SECTION 3 – MATERIALS AND SERVICES CHECK ALL THAT APPLY, INDICATE WHO WILL PROVIDE

IMPORTANT: REQUESTING SERVICES OR EQUIPMENT FROM THE CITY REQUIRES THE COMPLETION OF THE **FURNISHED GOODS ACKNOWLEDGEMENT FORM**. OTHERWISE, COMPLETE BELOW:

Will barricades be used for this event?	☒ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will cones be used for this event?	☒ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will flaggers be used for this event?	☐ Yes ☒ No	If yes, ☐ Applicant ☐ Vendor
Will portable lighting be used for this event?	☒ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will refuse containers be used for this event?	☒ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor
Will portable restrooms be used for this event?	☒ Yes ☐ No	If yes, ☒ Applicant ☐ Vendor
Will a generator be used for this event?	☒ Yes ☐ No	If yes, ☐ Applicant ☐ Vendor

Please list other items, equipment not listed above, that will brought in to be used for this event and also who will provide the item or equipment: Vendors are responsible for bringing their own generators, EZ ups, chairs, tables, & DJ equipment.

I certify and agree to indemnify and hold harmless the City of Shafter, its employees, city council members, agents, boards and commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability judgements in relation to use of land and streets. Furthermore, I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge. I understand that additional conditions of approval may be imposed on my event, and I agree to comply with any conditions that may be required.

Authorized Signature Vanessa Uribe

Digitally signed by Vanessa Uribe
Date: 2023.09.01 10:11:36 -07'00'

Date 9/1/2023



336 Pacific Avenue, Shafter, California 93263
(661) 746-5000 • Fax (661) 746-0607

FURNISHED GOODS ACKNOWLEDGEMENT FORM

Group/Organization City of Shafter Contact Person RACHEL ZERMENO OR VANESSA URIBE
Mailing Address 336 Pacific Avenue Email rzermeno@shafter.com or vuribe@shafter.com
City Shafter State CA Zip 93263 Phone 661-746-5000
Nature of Event First Fridays Downtown Street Fair
Date(s) of Event October 6, 2023 Start Time 5:00 pm End Time 9:00 pm

Please describe how the event will benefit the community (attach additional pages, if necessary):

Downtown Street Fair with vendors from local organizations, a great way to promote downtown business, along with concerts featuring popular local music bands, groups, schools, clubs, and more. And will highlight a wide variety of talented community artists and makers.

CHECK ITEMS and QUANTITY REQUESTED FROM THE CITY

Qty	Item	Qty	Item	Qty	Item	Qty	Item
5	Barricades	X	Traffic Control Signs	X	Cones	X	Traffic Delineators
X	Other (please describe)	8 park benches placed in the downtown square parking lot, hand washing stations, extra trash cans					
X	Other (please describe)	Generator for band at the downtown stage					

DECLARATION

- Applicant is responsible for any damage to the items noted above and is responsible for the cost of repairs and/or replacement of such at the City's discretion.
- Unless otherwise stated through an approved request, please note the following:
 - Items are not available during normal business hours of 8:00 am and 5:00 pm Monday through Friday.
 - The City will provide the items requested subject to availability.
 - All equipment must be set up, maintained, and removed by City employees exclusively.
- The City of Shafter is in no way responsible for any personal injuries, property damage or other liabilities that may incur during the use of said items.
- The use of these items may also require City permits for Special Events and or Encroachment in public right-of-way.

By signing below the applicant agrees to indemnify and hold harmless the City of Shafter, its employees, city council members, agents, boards and commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability judgements in relation to use of land and streets. The City of Shafter, its employees, city council members, agents, boards and commissions make NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety or fitness for any particular purpose of any Equipment covered by this agreement. Furthermore, I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge. I understand that additional conditions of approval may be imposed on my event, and I agree to comply with any conditions that may be required.

Authorized Signature

Date 9/1/2023

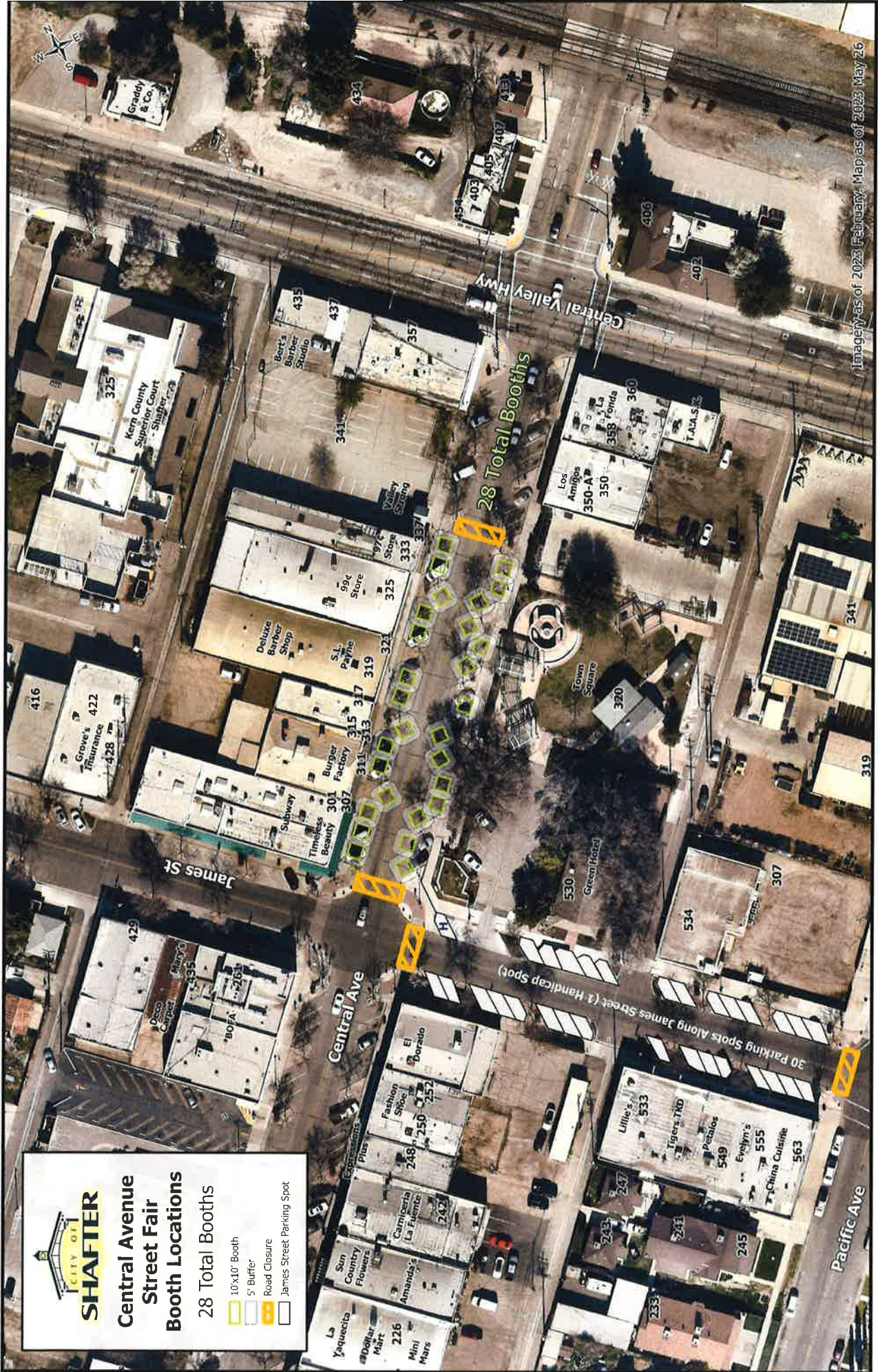
OFFICE USE ONLY

☒ Request Approved ☐ Request Denied

By Michael James

Date 9/12/2023

Comments



Imagery as of 2023 February. Map as of 2023 May 26



336 Pacific Avenue, Shafter CA 93263
 Tel: (661) 746-5002 • Fax (661) 746-9125
 Email: facilityrentals@shafter.com

APPLICATION FOR SPECIAL EVENT PERMIT

Shafter Municipal Code 17.02.100 permits short-term placement of activities on privately or publicly owned property with appropriate regulations so that such activities are compatible with the surrounding areas.

The City's Project Assistance Team is authorized to approve a special event permit if the event is expected to accommodate less than 50 persons. City Council approval is required if more than 50 persons will attend.

Complete applications must be received a minimum of 30 days prior to the event. If errors or omissions are discovered, the application will be deemed incomplete and will be returned to the applicant for revision. Acceptance of your application is not a guarantee of approval. After the initial intake of your completed application, other City permits may be required. Application Fees are due at the time of submittal and are non-refundable.

APPLICANT: Name (Contact Person): Kobie Carrasco

Name of Business or Organization (if applicable): Congregational Bible Church of Shafter

If Organization, what type: ☐ Service Club ☒ Church ☐ Other: _____

Mailing Address: 430 E. Tulare Ave. City Shafter State CA Zip 93263

Phone 661-746-2187 Fax _____ Email secretary@cbcShafter.org

TYPE OF EVENT (concert, reception, parade, party, promotion, rally, wedding, parade, etc.)

Church Service and Lunch

DATE(S) OF EVENT: From: 10/15/2023 To: 10/15/2023

TIME OF EVENT: From: 8:00 am To: 2:00 pm

TIME SET-UP STARTS: 8:00 am **TIME CLEAN-UP ENDS:** 2:00 pm

NUMBER OF ATTENDEES: 100 **ADMISSION FEE?** ☐ Yes ☒ No

LOCATION OF EVENT: Cazebo and new Cover Area
Name of Facility/Address

Name of Property Owner: City of Shafter

FULL DESCRIPTION OF ACTIVITY: (check all that apply)

☒ Amplified speech or music ☒ Food Beverages served/sold** ☐ Banners/Flags to be used ☐ Public Dance

☐ Street closure (attach map) ☐ Barricades (attach map) ☒ Equipment to be brought in (specify below)

☐ Food Vendors ****a copy of the Community Event Permit issued by Kern County Public Health must be attached**

☐ Alcoholic Beverage **** the event organizer must obtain an ABC licensed issued by Alcoholic Beverage Control**

EVENT ORGANIZERS ARE RESPONSIBLE FOR ENSURING ALL VENDORS ARE PROPERLY LICENSED.

Additional Pertinent Information (attach additional sheet if necessary): _____

Sound amplification equipment

GENERAL REQUIREMENTS:

1. Execute a Hold Harmless Agreement.
2. Provide a Certificate of Insurance with an Endorsement for the City of Shafter, if required. See "Insurance Requirement" below.
3. There shall be no disruption in normal vehicular traffic flow.
4. All City noise regulations must be observed.
5. Parking must be in authorized parking spaces only.
6. There shall be no alcoholic beverages at event without prior City Council approval.
7. Carefully observe Hours of Event, as stated on permit.
7. All set-up and clean-up is the responsibility of the permit-holder. Following the event, all facilities must be left in a clean and orderly condition.
8. If indicated, comply with any additional conditions that may have been imposed as Conditions of Approval following review of your application for a Special Event Permit.
9. Do not advertise your event until the application is approved.
10. Application fees are non-refundable.

INSURANCE REQUIREMENTS ONLY IF THE EVENT WILL BE HELD ON A CITY OWNED FACILITY OR ON CITY RIGHT-OF-WAY:

- | | | |
|------------------------------|---|--|
| 1. Open to the Public | ☒ Yes | ☐ No |
| 2. Fundraising | ☐ Yes | ☒ No |
| 3. More than 100 persons | ☐ Yes | ☒ No |
| 4. Amplification | ☒ Yes | ☐ No |
| 5. Alcohol to be served/sold | ☐ Yes | ☒ No |

If any one or more of the boxes above are marked YES, a Certificate of Insurance must be filed two weeks prior to the event. The Certificate of Insurance alone is not an acceptable proof of coverage and must be accompanied by an Endorsement page naming: **"The City of Shafter, it's Officers, Employees, City Council members, Agents, Boards and Commissions"** as additional insured. The insurance coverage accepted is \$1,000,000 per occurrence and \$2,000,000 general aggregate. In addition, if Alcohol is present or sold, a host liquor liability in the amount of \$2,000,000 per occurrence and \$4,000,000 general aggregate must be produced.

The following Hold Harmless Agreement is also required:

This is to certify that The Congregational Bible Church of Shafter agrees to indemnify and hold harmless the City of Shafter, its Employees, City Council members, Agents, Boards and Commissions from and against any and all claims, liability loss, costs, damages, fees of attorneys, and other expenses which the City may sustain or incur by reason of, or in consequence of, the use of City streets and land, including but not limited to, sums paid on liability judgments in relation to use of land and streets.

Furthermore, I certify that I am the applicant or authorized agent and that the information filed is true and correct to the best of my knowledge. I understand that additional Conditions of Approval may be imposed on my event by the Project Assistance Team or the City Council, and I agree to comply with any conditions that may be required.

Applicant's Signature:  Date: 8/30/23

CHIEF OF POLICE: ☐ Approved ☐ Approved with Conditions Listed Below ☐ Denied

Signature: _____ Date: _____

PROJECT ASSISTANCE TEAM: ☐ Approved ☐ Approved with Conditions Listed Below ☐ Denied

Signature: DocuSigned by: Steve Esselman Date: 9/12/2023
D8620EBA9CD44BD...

CITY COUNCIL: ☐ Approved ☐ Approved with Conditions Listed Below ☐ Denied

Signature: _____ Date: _____

CONDITIONS OF APPROVAL

As part of the approval process for a Special Event Permit application, conditions may be imposed that are deemed necessary to ensure that the permit will be applied in accordance with the criteria outlined in the City Zoning Ordinance. These conditions may involve any factors affecting the operation of the temporary use or event. Conditions of Approval include the following items circled:

1. Provision of temporary parking facilities, including vehicular ingress and egress.
2. Regulation of nuisance factors such as, but not limited to, prevention of glare or direct illumination of adjacent properties, noise, vibration, smoke, dirt, odors, gases, and heat.
3. Regulation of temporary buildings, structures, and facilities, including placement, height and size, location or equipment and open spaces including buffer areas and other yards.
4. Provision of sanitary and medical facilities.
5. Provision of solid waste collection and disposal.
6. Police and fire concerns.
7. Provision of security and safety measures.
8. Regulation of operating hours and days, including limitation of the duration of the special event to a shorter time period than requested.
9. Submission of a performance bond or other surety device to assure that any temporary facilities or structures used for the proposed special event will be removed from the site within a reasonable time following the event and that the property will be restored to its former conditions.
10. Submission of a site plan indicating any information required by the Zoning Ordinance.
11. A requirement that the approval of the requested special event permit is contingent upon compliance with the Zoning Ordinance and with other applicable provision of other ordinances, resolutions, or regulations.
12. Other conditions that will ensure the operation of the proposed special event in an orderly and efficient manner and in accordance with the intent and purpose of the Zoning Ordinance.
13. Additional Conditions of Approval: _____

Requires City Council approval because greater than 50 people at any given time.

FOR OFFICE USE ONLY

Received by KE Date 9-6-23 Zoning of Property _____

Fee Waived: ☒ Yes ☐ No Fee: \$ 25 Cash _____ Credit Card _____ Check No. ✓

☒ Yes ☐ NA Park Use Permit Issued \$100⁰⁰ ☒ Yes ☐ NA Insurance Certificate Filed

☐ Yes ☒ NA Encroachment Permit Issued ☐ Yes ☒ NA ABC License



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kern Insurance Associates License # 0L78680 P.O. Box 11390 Bakersfield CA 93389-1390	CONTACT NAME: Danielle Garcia PHONE (A/C, No, Ext): (661) 835-4542 FAX (A/C, No): (661) 835-4500 E-MAIL ADDRESS: dgarcia@kernins.com														
INSURED Congregational Bible Church 430 East Tulare Avenue Shafter CA 93263	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Guide One Mutual Ins. Co.</td> <td>524210</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Guide One Mutual Ins. Co.	524210	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Guide One Mutual Ins. Co.	524210														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 22-23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		001269643	12/15/2022	12/15/2023	EACH OCCURRENCE \$ 1000000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000
							MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1000000
	OTHER:						GENERAL AGGREGATE \$ 2000000
A	☒ AUTOMOBILE LIABILITY			001783866	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist \$ 1,000,000	
A	☒ UMBRELLA LIAB ☒ OCCUR			001270767	12/15/2022	12/15/2023	PROPERTY DAMAGE EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 2,500						
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	001099309	01/25/2023	01/25/2024	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: October 15th, 2023

City of Shafter, its officers, employees, city council members agents, boards and commissions are added as additional insured on the General Liability policy per the attached form.

CERTIFICATE HOLDER**CANCELLATION**

City of Shafter 336 Pacific Ave Shafter CA 93263	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Stacy Dunatto</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Carol Chavolla, HR Manager

SUBJECT: RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SHAFTER POLICE OFFICERS ASSOCIATION (SPOA)

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; ratify the Memorandum of Understanding (MOU) between the City of Shafter (City) and Shafter Police Officers Associations (SPOA) for the period from January 1, 2024, to December 31, 2024.

BACKGROUND

The City’s negotiating team met in good faith with SPOA representatives in accordance with the Meyers-Milias-Brown Act regarding salaries, benefits, and other terms and conditions of employment. The negotiating team reached a tentative agreement with SPOA in conformity with the Council’s direction.

ANALYSIS

On August 17, 2023, the SPOA membership ratified the tentative agreement for a one-year term of the SPOA MOU from January 1, 2024, to December 31, 2024, with the following updates:

- Remove Records/Dispatch Supervisor as a recognized position.
- Establish a 3/12 Work Schedule for Dispatchers.
- Include New Member Premium (PEPRA) and EPMC into base pay, thereby, eliminating the PEPRA Incentive and EPMC.
- POST Supervisor Certificate Incentive Pay of 2.5% of base salary.
- City shall comply with the bereavement leave law.
 - 5 days job-protected leave.
 - 3 days City paid.
 - May use accrued leave balances for the remaining 2 days.
- Shift differential pay of \$1.00 an hour for any hours worked during the following shifts:
 - Sworn: 7 p.m. to 7 a.m.
 - Dispatch: 6 p.m. to 6 a.m.

CONSENT CALENDAR

RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SHAFTER POLICE OFFICERS ASSOCIATION (SPOA)

- Longevity Pay: 10% over 20 years based on years of continuous service with the City of Shafter as follows:
 - 3 years of service: 2.5% of base pay
 - 7 years of service: 2.5% of base pay
 - 12 years of service: 2% of base pay
 - 16 years of service: 2% of base pay
 - 20 years of service: 1% of base pay
- City is to pay 100% of the medical, dental, and vision premiums on the base plans for employees and eligible dependents for the term of the MOU.
- Remove EPMC language from Section 5.4 Retirement:
 - All recognized employees shall pay the employee contribution as established by CalPERS for Classic and PEPRA members.
 - Subject to increase, decrease, or stay the same in any given year.

FISCAL IMPACT

The previous 15% equity adjustment was approved by the council on September 5th, 2023. The remainder of the general fund budget amendment is estimated at \$200,000 for ongoing labor costs which relate to longevity pay, shift differential pay, and supervisor certificate pay.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines because the action is the ratification of a memorandum of understanding and therefore, it is considered general policy and procedure making and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

ALTERNATIVES

There are no alternatives to the recommended action as we have met and conferred in good faith on the terms with SPOA.

NEXT STEPS

Upon ratification of the MOU with SPOA the following will occur:

1. Staff shall comply with the updated terms of the SPOA MOU effective January 1, 2024, through December 31, 2024.
2. The employee bi-weekly pay schedule shall be updated to reflect the salary adjustment to base pay to include the New Member Premium Pay and EPMC effective January 1, 2024, and shall be made publicly available.

ATTACHMENTS

1. Shafter Police Officers Association Memorandum of Understanding 2024

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SHAFTER POLICE OFFICERS ASSOCIATION

AND

CITY OF SHAFTER

JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

**MEMORANDUM OF UNDERSTANDING
SHAFTER POLICE OFFICERS ASSOCIATION
AND
CITY OF SHAFTER
JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

TABLE OF CONTENTS

ARTICLE I - GENERAL PROVISIONS	1
SECTION 1.1 PREAMBLE.....	1
SECTION 1.2 RECOGNITION	1
SECTION 1.3 SEVERANCE.....	1
SECTION 1.4 SOLE AGREEMENT	1
SECTION 1.5 FULL FORCE AND EFFECT	1
ARTICLE II - RESPECTIVE RIGHTS	2
SECTION 2.1 ASSOCIATION RIGHTS	2
SECTION 2.2 CITY RIGHTS	2
ARTICLE III - GRIEVANCE PROCEDURE	2
SECTION 3.1 GRIEVANCE PROCEDURE	2
ARTICLE IV - HOURS OF WORK AND OVERTIME	5
SECTION 4.1 HOURS OF WORK	5
SECTION 4.2 OVERTIME	6
SECTION 4.3 CALLBACK PAY.....	6
SECTION 4.4 COURT TIME/STANDBY TIME	6
ARTICLE V - PAY PROVISIONS.....	7
SECTION 5.1 SALARY	7
SECTION 5.2 EDUCATION INCENTIVE PAY	7
SECTION 5.3 BILINGUAL SPANISH INCENTIVE PAY	8
SECTION 5.4 RETIREMENT	8
SECTION 5.5 SICK LEAVE.....	9
SECTION 5.6 VACATION LEAVE	9
SECTION 5.7 HOLIDAYS.....	10
SECTION 5.8 BEREAVEMENT LEAVE	11
SECTION 5.9 MILITARY LEAVE	11
SECTION 5.10 OUT-OF-CLASS PAY.....	11
SECTION 5.11 CANINE HANDLER INCENTIVE PAY.....	11
SECTION 5.12 TRAINING OFFICER PAY	11
SECTION 5.13 CELLULAR TELEPHONE PROVISION.....	12
SECTION 5.14 PAY SCHEDULE	12
SECTION 5.15 TAKE HOME VEHICLE PROGRAM.....	12
SECTION 5.16 SHIFT DIFFERENTIAL.....	12
SECTION 5.17 LONGEVITY PAY	12
ARTICLE VI - HEALTH AND WELFARE	13
SECTION 6.1 MEDICAL AND DENTAL INSURANCE COVERAGE.....	13
SECTION 6.2 UNIFORM/SAFETY EQUIPMENT ALLOWANCE	13
SECTION 6.3 PROBATION	13
ARTICLE VII - CLOSING PROVISIONS	14
SECTION 7.1 TERM	14
SECTION 7.2 SIGNATURES	14

ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Shafter, hereinafter referred to as the "City" and the Shafter Police Officers Association (SPOA), hereinafter referred to as the "Association" pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this MOU is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

- a. The City recognizes the Association as the recognized and exclusive representative for Animal Control Manager, Animal Control Officer, Police Dispatchers, Police Officers, Police Sergeants, and Senior Police Officers.
- b. This recognition is exclusive of management employees, temporary employees, part-time employees, independent contractors and individuals placed by employment agencies.
- c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (GC 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. If any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and the Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.4 SOLE AGREEMENT

- a. The City and the Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and the Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.5 FULL FORCE AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of one bulletin board at the Shafter Police Department.
- c. The right to payroll deductions made for payments or organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.
- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.
- f. Time off allowance to employee representatives shall be as afforded in section 3505.3 of the Meyers-Milias-Brown Act.
- g. Reasonable notification of officer involved shootings and any incident during which a member requests representation by the Shafter Police Officers Association or Legal Counsel provided by the Shafter Police Officers Association.

SECTION 2.2 CITY RIGHTS

- a. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments set standards and levels of service, determine employment standards, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or funds or for other legitimate reasons, maintain the efficiency of governmental operations, maintain fiscal integrity, determine the methods, means and personnel by which government operations are to be conducted, establish a classification plan, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work.
- b. In addition, the City retains the exclusive right, subject to the provisions of this MOU, the Personnel Rules, and the Meyers-Milias-Brown Act, to take other actions, make decisions, or set procedures or policies it deems appropriate.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION 3.1 GRIEVANCE PROCEDURE

a. Purpose

In the belief that the resolution of grievances is a constructive management action, a grievance procedure is hereby established. Such a procedure will give permanent employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice.

b. Representation

1. The employee has the right to the assistance of a representative of his/her choice in the investigation, preparation and presentation of a complaint or grievance.
2. Representation may occur at any stage of the grievance procedure, provided, however, that prior to calling for representation at step one of the procedures the employee shall discuss his/her complaint or grievance with his/her

supervisor. Upon conclusion of the discussion, the employee may request a continuation of the grievance process (step one), to a mutually agreeable time within five (5) working days, to have the assistance of a representative.

3. If the employee selects another employee as his/her representative, such representative shall not be released during working hours without the approval of his/her supervisor.

c. Definition

1. A complaint is defined as an allegation or charge against a party that an error or wrong has been committed.
2. A grievance is defined as the expressed claim by an employee that the City, or one of its representatives has violated, misinterpreted, or misapplied the MOU provisions and/or City personnel ordinances, rules and regulations, or administrative directives.

d. Grievance Conferences

Grievance conferences between management and the employee will normally be conducted during management working hours at a mutually convenient time.

e. Grievance Investigation

The investigation of a complaint or grievance during working hours by an employee and his/her representative, if any, shall be in accordance with the following:

1. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.
2. There shall be no solicitation of grievances or employee organization membership.
3. The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.
4. Where the investigation commences prior to the end of the regular workday, time spent after the close of the regular workday shall be the employee's own time.
5. Entry will not be permitted if it would unreasonably interfere with or delay City work.
6. All safety regulations relating to the presence and conduct of persons at the job site shall be complied with.

f. Steps

1. Step One

A. The employee shall inform his/her supervisor of the complaint or grievance within five (5) working days after the employee knows, or in the exercise of reasonable diligence should have known of the events giving rise to the complaint or grievance. Failure to complete this procedure will bar further consideration of the complaint or grievance.

B. The supervisor shall within five (5) working days of the discussion render a verbal decision to the employee.

2. Step Two

A. Within five (5) working days from receipt of the verbal decision from the supervisor, the employee, if he/she wishes to appeal the decision, shall notify the Department Head of his/her intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint or grievance.

B. The Department Head or his/her designated representative shall, within five (5) working days of the notification as required above, have a discussion with the employee concerning the complaint or grievance.

- C. The Department Head or his/her designated representative shall, within five (5) working days of the discussion, render a written decision to the employee.

3. Step Three

- A. Within five (5) working days from receipt of the written decision from the Department Head, the employee, if he/she wishes to appeal the decision, shall notify the City Manager in writing of his/her intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint or grievance.
- B. The City Manager or his/her designated representative shall, within five (5) working days of the written notice, render a written decision to the employee. Nothing in this Section shall prohibit more expeditious handling of the complaint or grievance. The decision of the City Manager shall be final and binding with regards to all complaints that reach this level.

4. Step Four

- A. Within ten (10) working days from receipt of the written decision from the City Manager, the grievant, if he/she wishes to appeal the decision, shall file with the City Manager a written demand requesting a hearing before the City Council to review the decision reached regarding his/her grievance.
- B. Upon the receipt of written demand for City Council review, the City Manager shall compile the entire record of the grievance along with whatever other data he/she deems pertinent for a fair and objective appraisal of the employee's appeal. The City Council shall investigate the case and, if the preliminary findings so warrant, may schedule a hearing. The City Council shall have at its discretion the power to adjudicate an appeal without a hearing.
- C. When the City Council establishes a hearing date, the City Manager shall notify the affected parties of the date, time and place set by the City Council; and shall publicly post, at such places as the City Council may prescribe, a notice of the date, time and place of the hearing together with the names of the affected parties. Unless incapacitated, the employee shall appear personally before the City Council at the hearing and may be represented by any person or Attorney he/she selects.

The City Council shall administer oaths to witnesses testifying in said hearings. The hearing may be open or closed to the public at the option of either the employee or City Council unless the employee specifically requests a public hearing. Each member of the City Council shall have the power to cause subpoenas to be issued to compel the attendance of witnesses and the production of evidence relating to the hearing subject matter. Any Council member present at the hearing shall have the power to administer oaths to witnesses. The refusal of a City employee to testify under oath shall be grounds for disciplinary action. Service of subpoenas shall be made by the Police Chief or his/her subordinates.

- D. The City Council through the Mayor shall conduct the grievance appeal hearing in the following manner:
 - 1. The hearing shall be called to order by the Mayor at the scheduled time.
 - 2. The aggrieved employee shall first present his/her grievance, together with whatever witnesses and evidence he/she may deem pertinent. The employee and his/her witnesses shall be subject to cross-examination by the representative of the City government administration.
 - 3. Representative of the City government administration may present witnesses and evidence pertinent to and supportive of the City's position. The City's witnesses shall be subject to cross-examination by the aggrieved employee.
 - 4. Closing arguments shall then be presented, with the employee or his/her representative preceding the representative of the City government administration in presentation.

5. The City Council shall then formally adjourn the hearing. At any time during the hearing, the City Council may suspend the procedure to allow one or more Council members to interrogate a witness, one of the parties or one of the representatives of the parties.
- E. Written findings and recommendations of the City Council shall be rendered within ten (10) calendar days from the date of the closing of the hearing, and shall thereupon be directed to the City Manager, the Department Head, the immediate Supervisor and the aggrieved employee. The decision of the City Council shall be final. A copy of the City Council's findings and recommendations shall be entered into the minutes of the Council, and a copy placed in the employee's personnel file.

ARTICLE IV - HOURS OF WORK AND OVERTIME

SECTION 4.1 HOURS OF WORK

a. Work Period

1. The normal work period shall be seven (7) days with a maximum non-overtime of forty (40) hours. The work period shall commence at 0000 hours Saturday and end at 2400 hours Friday.
2. When mutually agreed upon by both the City and the Association, employees may be placed on alternative work schedules. Use of an alternative work schedule shall be on a trial basis not to exceed three (3) months. Extension may be granted at the sole discretion of the Department Head. The City reserves the right to terminate this alternative work schedule anytime if it is found unsatisfactory at the sole discretion of the Department Head. Employees may terminate this alternative work schedule if it is found unsatisfactory by at least two-thirds of the recognized employees. Matters concerning alternative work schedules are not subject to the grievance procedure. The alternative work period shall be fourteen (14) consecutive days with a maximum non-overtime of eighty (80) hours. The work period shall commence at 0000 hours Saturday and end at 2400 hours Friday. Benefits such as vacation, holiday and sick leave accrue on an eight (8) hour day. Absences from a work day exceeding eight (8) hours require use of additional accrued leave. Only sworn employees are eligible for the 14-day work period in accordance with the 207(k) partial overtime exemption.
3. Non-sworn employees working a 3/12 work schedule will have an alternating regular day off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee's designated workweek shall begin exactly four hours after the start of his/her eight-hour shift.

b. Shift Change Notification

Shift work employees shall be granted five (5) working days of advance notice of changes in scheduled shifts unless such change is due to illness or emergency.

c. Shift Employee Mealtime

1. Mealtime for shift employees is thirty (30) minutes of paid time, therefore shift employees shall be subject to call out during mealtime. Nothing in this section provides for or implies any additional compensation or benefit if a mealtime is not received.
2. Mealtime for non-shift employees is sixty (60) minutes of non-paid time.

d. Rest Periods

Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are not to be construed as mealtime. Nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

e. Definition of Shift Employee

Shift employees include Animal Control Manager, Animal Control Officer, Police Dispatchers, Police Officers, Police Sergeants, Records/Dispatch Supervisor, and Senior Police Officers regularly assigned to positions that require duties to be regularly performed on a twenty-four (24) hour day, seven (7) days a week basis.

f. Shift Trades

Employees of equal rank will be allowed to trade shifts from time to time if the following criteria are met:

1. The trade does not adversely impact the Department's operating needs.
2. The trade does not result in the payment of overtime to the trading employees.
3. The trade is by mutual consent of the employees involved.
4. The trade request must be submitted in writing to the employee's supervisor, signed by both employees and approved by the Department Head or his/her designee.
5. The trade days occur within the same pay period.

SECTION 4.2 OVERTIME

a. Rate

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay. All overtime shall be recorded and paid based on fifteen (15) minute increments. For each full fifteen (15) minute period worked, the employee shall be compensated for one quarter (1/4) hour of overtime.

b. Hours Paid

- c. Overtime shall be paid for hours worked in excess of forty (40) hours in a normal 7-day work period. Vacation leave, sick leave, and compensatory time off constitute hours worked.
- d. Overtime shall be paid for hours worked in excess of eighty (80) hours in an alternative 14-day work period. Vacation leave, sick leave, and compensatory time off constitute hours worked.

c. Compensatory Time Off (CTO)

Notwithstanding the provisions of this section, employees may be granted CTO for overtime credit computed at time and one-half at the discretion of the Department Head and with due regard for the wishes of the employee. Requests to use CTO shall be granted with due regard for operational necessity such as staffing levels. Employees may accrue a maximum of two-hundred (200) hours in their CTO account. All CTO hours over one-hundred sixty (160) earned and accrued through June 30th, shall be paid at the employee's current rate of pay on a one-time annual lump sum basis on or before July 31st.

d. Schools/Training/Qualifications/Department Meetings

All schools, training, qualifications, and department meetings required by the City or Department and attended by employees on off duty time shall be compensated by time and one-half rate of pay with a minimum compensation of two (2) hours.

SECTION 4.3 CALLBACK PAY

Employees who are called to duty at a time they are not working shall be compensated at one and one-half times the regular rate of pay with a minimum compensation of two (2) hours. This section does not apply to standby/court time, see section 4.4 for standby/court time pay.

SECTION 4.4 STANDBY TIME/COURT TIME

a. Standby Pay

Employees placed on standby at a time they are not working shall receive two (2) hours pay at time and one-half.

b. Court Subpoena Appearance Pay

Employees appearing in court pursuant to a subpoena from court standby shall receive three (3) hours pay or actual court time including travel, whichever is greater, at time and one-half. Court pay is in addition to standby pay, if any.

ARTICLE V - PAY PROVISIONS

SECTION 5.1 SALARY

- a. Effective January 1, 2024, sworn recognized employees shall receive a thirteen- and three-quarter percent (13.75%) salary adjustment, thereby eliminating the New Member Premium Pay and CalPERS Employer Paid Member Contributions (EPMC). The City and Association agree that the actual percentage may vary slightly due to rounding.
- b. Effective January 1, 2024, non-sworn recognized employees shall receive a seven- and three-quarter percent (7.75%) salary adjustment, thereby eliminating the New Member Premium Pay and CalPERS Employer Paid Member Contributions (EPMC). The City and Association agree that the actual percentage may vary slightly due to rounding.
- c. Salary step increases to Steps B, C, D and E shall be considered merit increases. Employees shall be eligible for salary advancement to the next step upon completion of twelve (12) months of satisfactory job performance and normally increasing job productivity at the present step, and upon recommendation of the Department Head and approval of the City Manager.

SECTION 5.2 EDUCATION INCENTIVE PAY

- a. Employees shall be reimbursed up to three thousand dollars (\$3000) in a calendar year for expenses incurred for taking college courses and other courses under the following conditions:
 1. Prior Department Head and City Manager approval is obtained.
 2. The course furthers a job related major as approved by the Department Head or his/her designee.
 3. College courses require a minimum three (3) units completed with a grade of "C" or better.
- b. POST Incentive Pay
 1. Purpose
 - A. Employees with average or standard performance are a valued part of the City organization. The POST Incentive Pay is an incentive intended to reward sworn police officers and police dispatchers for extraordinary contributions to the safety and security of the community of Shafter.
 2. The POST Incentive Pay is as follows:
 - A. Intermediate Certificate is five percent (5%) of base pay.
 - B. Advanced Certificate is an additional five percent (5%) of base pay, for a total of ten percent 10%.
 - C. Supervisor Certificate is an additional two and one-half percent (2.5%) of base pay, for a total of twelve and one-half percent (12.5%).
 3. Eligible employees must submit the certificate to Chief of Police for approval. Upon approval by the City Manager, the POST Incentive Pay shall become effective the first day of the pay period following the City Manager's approval.
 4. Eligibility
 - A. The employee must be employed as a full-time sworn Police Officer or a full-time Police Dispatcher authorized by Penal Code 830.1.

- B. The employee must have been issued and possess a POST Intermediate or Advanced Certificate, prior to applying for the incentive pay.

c. College Degree Incentive Pay

1. The City shall provide an incentive to obtain a level of education beyond that of high school graduation provided the course of study is in a job-related subject. Job related subjects include Administration of Justice, Police Science, Police Administration, Criminology, or Criminal Justice. Other subject fields may be considered as qualifying on a case-by-case basis as approved by the Chief of Police and the City Manager. Compensation is as follows:
 - A. An employee with 60 or more semester units and currently enrolled and participating in courses normally required for, or included in the curriculum leading towards a degree, shall be compensated 2.5% of base salary.
 - B. An employee with an associate degree from an accredited college or university, shall be compensated 2.5% of base salary. An employee receiving the incentive for an associate degree shall not receive the incentive for having 60 or more semester units.
 - C. An employee with a qualified job-related bachelor's degree from an accredited college or university, shall be compensated 5% of base salary. An employee receiving the incentive for a bachelor's degree shall not receive the incentive for having an associate degree or for having 60 or more semester units. The maximum education incentive pay is 5% of base salary.

SECTION 5.3 BILINGUAL SPANISH INCENTIVE PAY

Employees shall receive incentive pay at five (5%) of base salary per month for having bilingual ability in Spanish to the satisfaction of the Department Head or his/her designee.

SECTION 5.4 RETIREMENT

- a. The City agrees to contract with California Public Employees Retirement System and recognized employees are responsible for paying the 9%-member contribution for Police Officers, Senior Police Officers, and Police Sergeants, for employees hired on or before December 31, 2012. The plan benefits consist of the 3% at 55 Full Formula; Limit Prior Service to Members Employed as of Contract Date (GC 20938); Credit for Unused Sick Leave (GC 20965); Local System Service Credit included in the basic death benefit (GC 21536); and One Year Final Compensation GC 20042.
- b. The City agrees to contract with California Public Employees Retirement System and recognized employees are responsible for paying the 7%-member contribution for the Animal Control Manager, Animal Control Officer, and Police Dispatchers, for employees hired on or before December 31, 2012. The plan benefits consist of the 2% at 55 Full Formula; Limit Prior Service to Members Employed as of Contract Date (GC 20938); Credit for Unused Sick Leave (GC 20965); Local System Service Credit included in the basic death benefit (GC 21536); and One Year Final Compensation GC 20042.
- c. Employees hired on or after January 1, 2013, who qualify as a "new member" in the California Public Employees Retirement System as defined in GC Section 7522.04(e,f), shall be subject to California Public Employees Retirement plans as follows:
 1. Police Officers, Senior Police Officers, and Police Sergeants shall be subject to California Public Employees Retirement System 2.7%@57 Safety formula (GC Section 7522.25 (a,b,c,d)); three year final compensation (GG 7522.32(a)). Members shall contribute 50% of the annual normal cost rate to the retirement formula (GC Section 7522.30(c)). The contribution rate is subject to increase, decrease, or stay the same in any given year.
 2. Animal Control Manager, Animal Control Officer, Police Dispatchers, and Records/Dispatch Supervisor shall be subject to California Public Employees Retirement System 2%@62 Miscellaneous formula (GC Section 7522.20 (a)); three-year final compensation (GG 7522.32(a)). Members shall contribute 50% of the annual normal cost rate to the retirement formula (GC Section 7522.30(c)). The contribution rate is subject to increase, decrease, or stay the same in any given year.
- d. Employees hired on or after January 1, 2013, who qualify as a "classic member" of the California Public Employees Retirement System as defined in GC Section 7522.04(e,f), shall be subject to the retirement formula available on

December 31, 2012, as follows: Police Officers, Senior Police Officers and Police Sergeants, Local Safety 3%@55 full formula; Animal Control Manager, Animal Control Officer, Police Dispatchers, and Records/Dispatch Supervisor, Local Miscellaneous 2%@55 full formula. Employees are responsible for paying the employee's 9%-member contribution for Safety, and 7%-member contribution for Miscellaneous.

SECTION 5.5 SICK LEAVE

- a. Sick leave accrues at a rate of 3.6923 hours bi-weekly. There is no limit to the accumulation, however, the maximum shall revert back to one hundred twenty (120) days in the event of legislation requiring cities to provide conversion rights.
- b. Employees with at least 480 hours of sick leave shall be eligible for the Stay Well Bonus. For purposes of sick leave accounting, the annual period shall be December 1 through November 30. All unused sick leave above 480 hours will be used for calculating the employee's stay well bonus paid on or around December 15.

Net sick leave earned and not used during the annual period will be divided in half. One-half will be paid to the employee at the employee's current base hourly rate and the remaining one-half shall remain as regular sick leave.

Except in the case of retirement, employees leaving City service who have at least 480 hours of accrued sick leave shall be paid a Stay Well Bonus, at the same time as their final payroll check, using the formula described above and based upon their accrued and used sick leave from the end of the last annual period through their date of separation. Employees may elect to be paid by separate check. Employees may also increase their contribution to the ICMA 457 Deferred Compensation Plan contemporaneously with the payment for sick leave by turning in an election form.

- c. Upon service retirement, disability retirement, or death, active employees will be paid for all sick leave hours accrued in excess of 720 hours at the rate for which it was earned.
- d. Employees may use sick leave as defined in the City of Shafter Administrative Policy Sick Leave.
- e. Employees employed as of July 1 who do not use any sick leave during the period July 1, through June 30, shall be credited on July 1 of the following fiscal year, with one eight (8) hour floating holiday. Sick leave paid according to the Section 5.5.b. shall not be considered as sick leave used for the purposes of determining eligibility for Section 5.5.e. The floating holiday cannot be carried over to the next fiscal year. Use of a floating holiday must have prior department approval and shall be consistent with the efficient operation of the department.

SECTION 5.6 VACATION LEAVE

- a. Employees having less than one (1) year continuous employment shall not be entitled to vacation with pay.
- b. Vacation days are based on an 8-hour day and shall be credited on a pro-rated basis as follows:
 1. Ten days (80 hours) of vacation after one (1) year of service. Accruals begin on date of hire.
 2. Fifteen days (120 hours) of vacation after five (5) years of service. New accrual rate begins at the completion of the 5th year of service.
 3. Seventeen days (136 hours) of vacation after ten (10) years of service. New accrual rate begins at the completion of the 10th year of service.
 4. Twenty days (160 hours) of vacation after fifteen (15) years of service. New accrual rate begins at the completion of the 15th year of service.
 5. Twenty-five days (200 hours) of vacation after twenty (20) years of service. New accrual rate begins at the completion of the 20th year of service.
- c. Employees hired prior to July 1, 2000, may accrue no more than three times the annual accrual at their current accrual rate. Employees hired on or after July 1, 2000, may accrue no more than two times their annual accrual at their current accrual rate. Employees reaching their maximum accrual limit will stop accruing until the balance is below the maximum accrual limit. The table below is provided as an example of accrual rates and maximum accrual limits and may not be all inclusive. Additional accrual rates will be subject to the two- and three-year maximum accrual limits based on date of

hire indicated above unless otherwise noted.

Date of Hire Prior to July 1, 2000		Date of Hire on or after July 1, 2000	
Bi-weekly Accrual Rate	Maximum Accrual	Bi-weekly Accrual Rate	Maximum Accrual
3.077	240 Hours	3.077	160
4.615	360 Hours	4.615	240
5.231	408 Hours	5.231	272
6.154	480 Hours	6.154	320
7.692	600 Hours	7.692	400

- d. The time during the year at which employees may take vacation shall be determined by the Department Head with regard for the wishes of the employee and particular regard for the needs of the City.
- e. Employees who terminate employment, shall be paid in a lump sum for all accrued vacation earned up to the effective date of termination.
- f. Employees who have accrued at least one hundred and twenty (120) hours of vacation time shall be allowed to cash-out up to a maximum of forty (40) hours of vacation time annually.

Employees who have accrued at least two hundred and forty (240) hours of vacation time shall be allowed to cash-out up to a maximum of eighty (80) hours of vacation time annually.

Vacation cash-out will be paid twice a year; on or before May 31st and November 30th. Request must be received by Human Resources no later than the first payday in May and/or November. Accrual balance on the first pay day in May and/or November will be used to determine eligibility. Under no circumstances will the total number of hours eligible for cash-out exceed eighty (80) hours annually.

Employees may elect to be paid by separate check and/or contribute to the ICMA 457 Deferred Compensation Plan for all vacation cash-out hours eligible to be paid out.

SECTION 5.7 HOLIDAYS

- a. The following are paid city holidays:

Holiday	Date	Hours
New Year's Day	January 1	8
Washington's Birthday	3 rd Monday in February	8
Memorial Day	Last Monday in May	8
Independence Day	July 4	8
Labor Day	1 st Monday in September	8
Thanksgiving Day	4 th Thursday in November	8
Day after Thanksgiving	4 th Friday in November	8
Christmas Eve	December 24	8
Christmas Day	December 25	8
New Year's Eve	December 31	8
Martin Luther King Jr.	Floating Holiday	8
Veterans Day	Floating Holiday	8

- b. The two floating holidays listed above are earned on a fiscal year, July 1 to June 30, and do not carry over to the next fiscal year. Employees hired on or before November 11 shall receive the two (2) floating holidays. Employees hired after November 11 shall receive one (1) floating holiday. Floating holidays must be used by June 30 with the approval of the department head and shall be consistent with the efficient operation of the department.
- c. In addition, any day proclaimed by the City Council as a holiday.
- d. The holiday is recognized beginning at 12 a.m. at the start of the day on the holiday falls on until to 12 a.m. at the end of the day on the holiday. The maximum holiday compensation is 8 hours at straight time when an employee does not work on the holiday. Holiday compensation when an employee works on the holiday shall be at time and one half for all hours

worked during the holiday. The City shall provide 8 hours of holiday pay in addition to pay for holiday hours worked.

SECTION 5.8 BEREAVEMENT LEAVE

- a. As required by law, employees shall be granted up to five (5) days of job protected leave for bereavement in the case of the death of his/her spouse, child, stepchild, parent, stepparent, grandparent, spouse's grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, and registered domestic partner. The days do not need to be consecutive but must be completed within three (3) months of the date of death. Up to three (3) working days of bereavement leave shall be with pay. Employees may use their accrual leave balances, such as sick, vacation, or CTO to cover the leave for the additional two (2) days. If the employee does not have the accrual hours to utilize, the employee must request a Leave of Absence Without Pay in accordance with Personnel System Rule 15.5.
- b. Employees may be granted five (5) paid days of bereavement leave as approved by the City Manager in case of the death of the employee's spouse or child when the funeral takes place out of State or more than two hundred (200) miles from Shafter.
- c. Employees shall provide documentation of the death within 30 days of the first day of leave. Examples of such documentation include a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

SECTION 5.9 MILITARY LEAVE

Military leave shall be granted according to the provisions of State law. Employees shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 5.10 OUT-OF-CLASS PAY

To assure the orderly performance and continuity of public services, the City may be required to temporarily upgrade employees on an acting basis to positions of higher rank. For the purpose of this Section, it is understood that temporary upgrading may be required in order to fill or compensate for temporary vacancies.

In the case of a temporary upgrading for more than fifteen (15) consecutive workdays, said employee acting in the position of higher rank shall be compensated with Out-of-Class Pay at a rate of 5% of base salary or the A step of the temporary upgraded position, whichever is greater, commencing on the 15th consecutive workday.

Said employee shall be fulfilling all requirements of the position as approved by the City Manager to receive Out-of-Class Pay.

Should an assignment to a temporary upgraded position continue beyond 12 months, said employee shall be compensated at the next step in the salary schedule for the upgraded position, at the completion of 12 months in the temporary position, and annually thereafter while assigned in the upgraded position, until said employee attains the top step of the out-of-class salary range.

SECTION 5.11 CANINE HANDLER INCENTIVE PAY

The canine handler shall receive incentive pay at two and one-half percent (2 ½%) of base salary.

SECTION 5.12 TRAINING OFFICER PAY

Duties for Animal Control Manager, Senior Police Officers, Police Sergeants and the Records/Dispatch Supervisor include the training of new staff. Animal Control Manager, Senior Police Officers, Police Sergeants and the Records/Dispatcher Supervisor are not eligible for Training Officer Pay when assigned as training officers.

Should an employee holding the rank of Police Officer or Dispatcher be designated as a training officer, said employee shall be compensated with Training Officer Pay at a rate of 5% of base salary during the time in which training officer designation occurs. Designation as a training officer on an incidental basis is excluded. Incidental basis is defined as 3 consecutive shifts assignments or less.

SECTION 5.13 CELLULAR TELEPHONE PROVISION

The cellular telephone provisions shall be defined in the City of Shafter Administrative Policy Employee Use of City Owned and Privately-Owned Cellular Telephones and the Shafter Police Department Policy 702.

SECTION 5.14 PAY SCHEDULE

- a. Employee pay shall operate on a bi-weekly pay schedule, including 80-hour work periods with 26 work periods per year.
- b. The payroll cut-off for both, overtime and regular time, shall be one week prior to payday.
- c. Employees shall be paid for actual hours worked (or paid time off used) during the pay period.
- d. Payday shall be on the Friday following the payroll cut-off date. If payday falls on a holiday, employees shall be paid on the business day before the holiday.
- e. Employees shall be subject to mandatory participation in the direct deposit of their City payroll checks to a bank account of their choice.
- f. The Association agrees to meet in good faith and cooperate with the City during the implementation of the new timekeeping system.

SECTION 5.15 TAKE HOME VEHICLE PROGRAM

- a. Recognized Police Officers, Senior Police Officers, Police Sergeants, and Animal Control employees are eligible to participate in the take home vehicle program that includes the following terms:
 1. Employees must reside within a 21-mile radius from the Shafter Police Department.
 2. Employees must have twelve (12) months of continuous service with the City and have completed probation. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence.
 3. Employees must not have any "at fault" accidents in the prior twelve (12) months of continuous service with the City and have completed probation. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence.
 4. The City Manager or Department Head may suspend or revoke any employees take home vehicle privilege as part of disciplinary action for that employee or in circumstances specific to that employee that, in the City's determination, present a significant additional risk to the City's property or liability exposure. In the case of suspension of this privilege due to disciplinary action, this privilege will be restored after twelve (12) months of continuous service free from additional disciplinary action. Absences in excess of fourteen (14) consecutive calendar days, for any reason, will extend this period on a day-by-day basis for each calendar day beyond the initial 14 days of absence. In the case of suspension of this privilege due to other circumstances, this privilege will be restored upon the City's determination that those circumstances are no longer present or have been satisfactorily mitigated.

SECTION 5.16 SHIFT DIFFERENTIAL

Sworn and Dispatch recognized employees shall receive shift differential pay at one dollar (\$1.00) an hour for any hours worked during the following shifts:

- Sworn: 7 p.m. to 7 a.m.
- Dispatch: 6 p.m. to 6 a.m.

SECTION 5.17 LONGEVITY PAY

All recognized employees shall receive longevity pay (10% over 20 years) as set forth below based on their years of continuous full-time service with the City of Shafter as follows:

- 3 years of service: 2.5% of base pay

- 7 years of service: 2.5% of base pay
- 12 years of service: 2% of base pay
- 16 years of service: 2% of base pay
- 20 years of service: 1% of base pay

ARTICLE VI - HEALTH AND WELFARE

SECTION 6.1 MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE

- a. The City agrees to pay one hundred percent (100%) of the medical, dental, and vision premiums on the base plans for employees and eligible dependents from January 1, 2024 through December 31, 2024. Employees electing to buy-up to the PPO plans shall pay a monthly contribution to the buy-up plans.
- b. The City shall provide employees a life insurance plan equal to the employee's annual base salary plus \$17,000.
- c. Subject to IRS Code 125 and insurance plan eligibility, the City shall pay \$353.00 monthly to employees who decline participation in the City's medical insurance plan. Proof of other insurance coverage is required. Retired employees are excluded.

SECTION 6.2 UNIFORM/SAFETY EQUIPMENT ALLOWANCE

- a. Employees who are required to furnish and maintain City uniforms shall be compensated annually as follows:
 1. Animal Control Manager, and Animal Control Officer - \$850.
 2. Police Dispatchers, and Records/Dispatch Supervisor - \$475.
 3. Police Officers, Senior Police Officers and Police Sergeants - \$900.
- b. Sworn officers shall be paid two hundred dollars (\$200) annually for standard uniform equipment.
- c. The City shall provide level IIIa or above, bullet proof vests to employees requiring such protection. The City shall also provide personal protective equipment in compliance with the Occupational Safety and Health Administration (OSHA) requirements.
- d. Employees shall seek restitution through the courts, with all practical diligence, to replace uniforms and standard uniform equipment damaged while on duty. If restitution is denied by the courts, the employee may submit a Damaged Equipment Claim Form to the Department Head or designee, for review and consideration of replacement by the City. Upon approval, the Department Head or designee shall determine the appropriate rate of reimbursement to replace the damaged uniform or standard uniform equipment.
- e. Upon Assignment and at the approval of the Chief of Police, the following shall apply to sworn officers under PC 830.1, effective January 1, 2017:
 1. One-time reimbursement up to \$750 for Honor Guard uniform.
 2. Annual reimbursement up to \$150 for the replacement of worn Honor Guard uniform components.
 3. Annual reimbursement up to \$150 per collateral assignment, for collateral assignment uniform.
- f. Uniform and safety equipment allowance shall be paid in an annual lump sum on or near July 1 of each year. When employees leave city service, the annual uniform and safety equipment allowance is prorated, and any unearned portion shall be deducted from the final paycheck.

SECTION 6.3 PROBATION

The probationary period for new employees and promotions is twelve (12) months. However, based upon an unsatisfactory evaluation in an area that may be improved to satisfactory performance, probation may be extended a maximum of six (6) months. Employees who have their probation extended shall not have a salary step increase until successful completion of the probationary period. There is no appeal process to termination by probationary employees.

ARTICLE VII - CLOSING PROVISIONS

SECTION 7.1 TERM

The term of this MOU shall commence on January 1, 2024 and expire on December 31, 2024.

SECTION 7.2 SIGNATURES

This MOU has been ratified and adopted on September 18, 2023, pursuant to the recommendation of the following representatives:

SPOA

CITY

SPOA President Date

Gabriel A. Gonzalez, City Manager Date

SPOA Vice President Date

Chad Givens, Mayor Date

SPOA Board Member Date

SPOA Board Member Date



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Carol Chavolla, HR Manager

SUBJECT: RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU L521)

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; and ratify the Memorandum of Understanding (MOU) between the City of Shafter (City) and EService Employees International Union (SEIU) L521 for the period from January 1, 2024, to December 31, 2025.

BACKGROUND

The City’s negotiating team met in good faith with SEIU L521 representatives in accordance with the Meyers-Milias-Brown Act regarding salaries, benefits, and other terms and conditions of employment. The negotiating team reached a tentative agreement with SEIU L521 in conformity with the Council’s direction.

ANALYSIS

On August 22, 2023, the SEIU L521 membership ratified the tentative agreement for a two-year term of the MOU from January 1, 2024, to December 31, 2025, with the following updates:

- Summer work schedule with work hours from 6 a.m. to 3 p.m. from Memorial Day to Labor Day.
- Include New Member Premium (PEPRA) and EPMC into base pay, thereby, eliminating the PEPRA Incentive and EPMC.
- 5% cost-of-living adjustment effective January 1, 2024; 5% cost-of-living adjustment effective January 1, 2025.
- Longevity Pay: 10% over 20 years based on years of continuous service with the City of Shafter as follows:
 - 5 years of service: 2.5%
 - 10 years of service: 2.5%
 - 15 years of service: 2.5%
 - 20 years of service: 2.5%
- Increase Bilingual Spanish Incentive Pay from \$100 Monthly to \$120 Monthly.
- Increase On Call Cell Phone Pay from \$20 per day to \$35 per day.

CONSENT CALENDAR

RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU L521)

- Increase D3/T3 Certification Pay from 1% to 1.5% (max 5% cumulative certification pay)
- City shall comply with the bereavement leave law.
 - 5 days job-protected leave.
 - 3 days City paid.
 - May use accrued leave balances for the remaining 2 days.
 - With the approval of the City Manager, 5 days are paid if the funeral of a spouse or child takes place out of state or more than 200 miles from Shafter.
- City is to pay 100% of the medical, dental, and vision premiums on the base plans for employees and eligible dependents for the term of the MOU.
- Remove EPMC language from Section 5.4 Retirement:
 - All recognized employees shall pay the employee contribution as established by CalPERS for Classic and PEPRA members.
 - Subject to increase, decrease, or stay the same in any given year.

FISCAL IMPACT

The estimated ongoing annual fiscal impact is \$339,242, which needs budget adjustment. About 49% or \$167,374 relates to the general fund. The 5% COLA portion amounts to \$180,181, longevity pay amounts to \$140,389, and other incentives are estimated at \$18,672.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines because the action is the ratification of a memorandum of understanding and therefore, it is considered general policy and procedure making and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

ALTERNATIVES

There are no alternatives to the recommended action as we have met and conferred in good faith on the terms with SEIU L521.

NEXT STEPS

Upon ratification of the MOU with SEIU L521 the following will occur:

1. Staff shall comply with the updated terms of the SPOA MOU effective January 1, 2024, through December 31, 2025.
2. Employees shall receive a 5% cost of living adjustment effective January 1, 2024.
3. The employee bi-weekly pay schedule shall be updated to reflect the cost-of-living adjustment and salary adjustment to base pay to include the New Member

**RATIFICATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH SERVICE
EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU L521)**

Premium Pay and EPMC effective January 1, 2024, and shall be made publicly available.

ATTACHMENTS

1. Service Employees International Union Local 521 Memorandum of Understanding 2024/2025

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

SHAFTER PUBLIC WORKS UNIT

OF THE

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 521**

AND

CITY OF SHAFTER

JANUARY 1, 2024 TO DECEMBER 31, 2025

ARTICLE I - GENERAL PROVISIONS	2
SECTION 1.1 PREAMBLE	2
SECTION 1.2 RECOGNITION	2
SECTION 1.3 NEW EMPLOYEE ORIENTATION	2
SECTION 1.4 SEVERANCE	3
SECTION 1.5 SOLE AGREEMENT	3
SECTION 1.6 FULL FORCE AND EFFECT	3
ARTICLE II - RESPECTIVE RIGHTS	3
SECTION 2.1 ASSOCIATION RIGHTS	3
SECTION 2.2 CITY RIGHTS	4
ARTICLE III - GRIEVANCE PROCEDURE	4
SECTION 3.1 GRIEVANCE PROCEDURE	4
ARTICLE IV - HOURS OF WORK AND OVERTIME	5
SECTION 4.1 HOURS OF WORK	5
SECTION 4.2 OVERTIME	6
SECTION 4.3 CALLBACK PAY	6
SECTION 4.4 STANDBY PAY	6
ARTICLE V - PAY PROVISIONS	6
SECTION 5.1 SALARY	6
SECTION 5.2 EDUCATION INCENTIVE PAY	7
SECTION 5.3 BILINGUAL SPANISH INCENTIVE PAY	7
SECTION 5.4 RETIREMENT	7
SECTION 5.5 SICK LEAVE	7
SECTION 5.6 VACATION LEAVE	8
SECTION 5.7 HOLIDAYS	9
SECTION 5.8 BEREAVEMENT LEAVE	9
SECTION 5.9 MILITARY LEAVE	10
SECTION 5.10 OUT OF CLASS PAY	10
SECTION 5.11 ON CALL CELL PAY	10
SECTION 5.12 CERTIFICATION INCENTIVE PAY	10
SECTION 5.13 PAY SCHEDULE	11
SECTION 5.14 LONGEVITY PAY	11
ARTICLE VI - HEALTH AND WELFARE	11
SECTION 6.1 MEDICAL AND DENTAL INSURANCE COVERAGE	11
SECTION 6.2 UNIFORM ALLOWANCE	12
SECTION 6.3 PROBATION	12
SECTION 6.4 USE OF CITY FACILITIES	12
ARTICLE VII - CLOSING PROVISIONS	12
SECTION 7.1 TERM	12
SECTION 7.2 SIGNATURES	12/13

ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into between the City of Shafter, hereinafter referred to as the “City” and the Shafter Public Works Unit of the Service Employees International Union (SEIU), Local 521, hereinafter referred to as the “Association” pursuant to California Government Code Section 3500, et seq. and the City's Employer - Employee Relations Policy. The purpose of this MOU is the establishment of wages, hours and other terms and conditions of employment.

The City and Association agree that the provisions of this MOU shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, age, national origin, political or religious affiliations or association memberships. Whenever the masculine gender is used in this MOU, it shall be understood to include the feminine gender.

SECTION 1.2 RECOGNITION

- a. The City recognizes the Association as the recognized and exclusive representative for the following:

Equipment Operator	Service Crew Member II	Utility Operator I
Mechanic	Service Crew Member I	Utility Technician
Senior Service Crew Member	Utility Operator II	

- b. This recognition is exclusive of management employees, temporary employees, part-time employees, independent contractors and individuals placed by employment agencies.
- c. The City agrees to meet and confer and otherwise deal exclusively with the Association on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.), and as provided under the City's Employer-Employee Relations Policy.

SECTION 1.3 NEW EMPLOYEE ORIENTATION

The City will notify Union’s designated representative in writing or via email regarding all new hires at least ten (10) days prior to the employee’s orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union’s designated representative with electronic notification of the new employee’s name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The new hire will receive a copy of the MOU with his/her new employee orientation packet. Union shall be permitted one (1) hour of each orientation session to talk to new bargaining unit members to explain the rights and benefits under the MOU. It is understood that if the Union steward/officer wishes to make a presentation at New Employee Orientation on behalf of the Union, the steward/officer shall be granted release time with reasonable travel time for the presentation if it falls within his/her normal workday. The City shall not discourage an employee’s participation in the Union’s presentation. Taking into consideration Government Code Section 6254.3, the City will provide the Union’s designated representative a quarterly list of all employees in the represented bargaining unit, including the employee’s name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

Union shall defend, indemnify, and hold City harmless against any liability arising from any claims, demands, or other action relating to the City’s compliance with this employee access provision with the exception of liability caused by City’s own negligence.

SECTION 1.4 SEVERANCE

- a. If any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision shall be severed, and all other provisions of the Agreement shall remain in full force and effect for the duration of the Agreement.
- b. In the event that any provision of the MOU should be found invalid, unconstitutional, unlawful or unenforceable, the City and Association agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the Agreement and shall not in any way modify or impact the remaining provisions of the existing MOU.

SECTION 1.5 SOLE AGREEMENT

- a. The City and Association agree that to the extent that any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act found outside this MOU and are in conflict thereof, this MOU shall prevail.
- b. If during the term of the MOU, the parties should mutually agree to modify, amend, or alter the provisions of this MOU in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the City and Association. Any such changes validly made shall become part of this MOU and subject to its terms.

SECTION 1.6 FULL FORCE AND EFFECT

- a. All wages, hours, and terms and conditions of employment that are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this MOU, shall remain in full force and effect during the term of this MOU unless changed by mutual agreement.
- b. The City will abide by the Meyers-Milias-Brown Act where and when it applies to the Association.

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of bulletin board space at City facilities.
- c. The right to payroll deductions made for payments of organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.
- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

SECTION 2.2 CITY RIGHTS

- a. The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments set standards and levels of service, determine employment standards, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work or funds or for other legitimate reasons, maintain the efficiency of governmental operations, maintain fiscal integrity, determine the methods, means and personnel by which government operations are to be conducted, establish a classification plan, take all necessary actions to carry out its mission in emergencies, and exercise complete control and discretion over its organization and the technology of performing its work.
- b. In addition, the City retains the exclusive right, subject to the provisions of this MOU, the Personnel Rules, and the Meyers-Milias-Brown Act, to take other actions, make decisions, or set procedures or policies it deems appropriate.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION 3.1 GRIEVANCE PROCEDURE

- a. Purpose
 1. To afford employees a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
 2. To provide that grievances shall be settled as near as possible to the point or origin and as promptly as possible.
 3. To provide that grievances shall be conducted as informally as possible.
- b. Definitions
 1. A grievance is a formal allegation of violation, misapplication, or misinterpretation of a specific provision of this MOU which adversely affects the grievant.
 2. A complaint is any decision affecting an employee's employment over which his/her appointing power had partial or complete jurisdiction. Complaints shall be processed through the grievance procedure except; however, the decision of the City Manager is final and no appeal to the City Council is available.
 3. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplication or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
 4. A day shall mean a day in which the City's main administrative office is open for business.
- c. Process
 1. Informal Resolution: within five (5) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have knowledge of such an event, the grievant shall orally discuss his/her grievance with his/her immediate supervisor. A supervisor shall have three (3) days to give an answer to the employee.
 2. Formal Levels:
 - a. Level 1: if a grievant is not satisfied with the resolution proposed at the informal level, he/she may within ten (10) days of the receipt of such answer, file a formal written grievance with his/her Department Head on a

form containing a statement describing the grievance, the section of this MOU allegedly violated and the remedy requested. The Department Head or his/her designee shall, within five (5) days have a meeting with the grievant and within five (5) days thereafter give a written answer to the grievant on the form provided.

- b. Level 2: if the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the City Manager. Within ten (10) days of the receipt of the written appeal to the City Manager or his/her designee, shall investigate the grievance which shall include a meeting with the concerned parties and thereafter give written answer within five (5) days after the hearing. On complaints, the decision of the City Manager is final.
- c. Level 3: if the grievant is not satisfied with the written answer from the City Manager, the grievant may, within five (5) days from the receipt of such an answer, file a written appeal to the City Council. Within fifteen (15) days of receipt of the written appeal, by the City Clerk, the City Council shall investigate the grievance which may include a meeting with the concerned parties and thereafter give written answer.
- d. General Provisions:
 - 1. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
 - 2. If a Supervisor, Department Head, or City Manager fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level.
 - 3. The grievant may be represented by himself, a SEIU Staff Representative or Shop Steward at any formal level of this procedure.
 - 4. Time limits and formal levels may be waived by mutual written consent of the parties.
 - 5. Proof of service shall be accomplished by registered mail or certified mail.

ARTICLE IV - HOURS OF WORK AND OVERTIME

SECTION 4.1 HOURS OF WORK

a. Work Period

The normal work period shall be seven (7) days with a maximum non-overtime of forty hours (40). The work period shall commence at 0000-hour Saturday and end at 2400 hours Friday. Shift periods shall be assigned in nine (9) hour increments, with a one-hour (1) non-paid meal period in between.

b. Rest Periods

Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four (4) hours worked. Rest periods are paid time, therefore nothing in this section provides for or implies any additional compensation or benefits if a rest period is not received.

c. Summer Work Schedule

Employees shall be on a summer work schedule from 6 a.m. to 3 p.m. beginning Memorial Day and ending on Labor Day of each year.

SECTION 4.2 OVERTIME

a. Rate

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay. All overtime shall be recorded and paid based on fifteen (15) minute increments. For each full fifteen (15) minute period worked, the employee shall be compensated for one quarter (1/4) hour of overtime.

b. Hours Paid

Overtime shall be paid after forty (40) hours worked in a work period. Vacation leave, sick leave, and compensatory time off constitutes hours worked.

c. Compensatory Time Off (CTO)

Notwithstanding the provisions of this section, employees may be granted CTO for overtime credit computed at time and one-half at the discretion of the Department Head and with due regard for the wishes of the employee. Employees may accrue a maximum of one-hundred twenty (120) hours in their CTO account. Requests to use CTO shall be granted with due regard for operational necessity such as staffing levels.

SECTION 4.3 CALLBACK PAY

Employees called to duty at a time they are not working shall be compensated at the rate of time and one-half the employee's regular rate of pay with a minimum compensation of two (2) hours.

SECTION 4.4 STANDBY PAY REGULAR DAYS OFF

Employees directed to remain on call at his/her home on his/her normal day off, shall be compensated at the rate of two hours pay per standby of such service at home. All standby assignments shall be authorized in advance, by the City Manager. Employees shall be paid the standby pay or the employee's regular hourly rate for time actually worked to the nearest half hour, whichever is greater.

ARTICLE V - PAY PROVISIONS

SECTION 5.1 SALARY

- a. Effective January 1, 2024, all recognized employees shall receive a seven- and three-quarter percent (7.75%) salary adjustment, thereby eliminating the New Member Premium Pay and CalPERS Employer Paid Member Contributions (EPMC). The City and Association agree that the actual percentage may vary slightly due to rounding.
- b. Effective January 1, 2024, all recognized employees shall receive a five percent (5%) cost of living adjustment (COLA). The City and Association agree that the actual percentage may vary slightly due to rounding.
- c. Effective January 1, 2025, all recognized employees shall receive a five percent (5%) cost of living adjustment (COLA). The City and Association agree that the actual percentage may vary slightly due to rounding.
- d. Salary step increases to Steps B, C, D, and E shall be considered merit increases. Employees shall be eligible for advancement to the next step upon completion of twelve (12) months of satisfactory job performance and normally increasing job productivity at the present step, and upon recommendation of the Department Head and approval of the City Manager. Advancement to Steps B or C shall be automatic after employees have completed twelve months of employment at the preceding Step when a performance appraisal report is not completed, and a recommendation is not made.

SECTION 5.2 EDUCATION INCENTIVE PAY

Employees shall be reimbursed up to three-thousand dollars (\$3000) in a calendar year for expenses incurred for taking college courses and other certification courses under the following conditions:

- a. Prior Department Head and City Manager approval is obtained.
- b. The course furthers a job related major as approved by the City Manager or his/her designee.
- c. College courses require a minimum three (3) units completed with a grade of "C" or better.

SECTION 5.3 BILINGUAL SPANISH INCENTIVE PAY

Employees designated by the Department Head or his/her designee to utilize Spanish bilingual skills and who pass the City's bilingual exam shall receive incentive pay at one hundred twenty (\$120.00) dollars per month, in addition to base salary.

SECTION 5.4 RETIREMENT

- a. The City will contract with the California Public Employees Retirement System and recognized employees are responsible for paying the employee's 7%- member contribution for employees hired on or before December 31, 2012. The plan benefits consist of 2%@55 Full Formula for Local Miscellaneous Members; Limit Prior Service to Members Employed as of Contract Date (GC 20938); Credit for Unused Sick Leave (GC 20965); Local System Service Credit included in the Basic Death Benefit (GC 21536), and One-Year Final Compensation (GC 20042).
- b. Employees hired on or after January 1, 2013, and identified as a "New Member" as defined in GC Sections 7522.04(e,f) shall be subject to California Public Employees Retirement 2%@62 Miscellaneous formula (GC Section 7522.20(a)); three year final compensation (GC 7522.32(a)). Members shall contribute 50% of the annual normal cost rate to the retirement formula (GC Section 7522.30(c)). The contribution rate is subject to increase, decrease, or stay the same in any given year.
- c. Employees hired on or after January 1, 2013, who are not identified as a "New Member" of the California Public Employees Retirement System as defined in GC Section 7522.04(e,f), shall be subject to the Local Miscellaneous 2%@55 full-formula available on December 31, 2012. The recognized employees are responsible for paying the employee 7% member contribution.

SECTION 5.5 SICK LEAVE

- a. Sick leave accrues at a rate of 3.6923 hours bi-weekly. There is no limit to the accumulation; however, the maximum shall revert back to one hundred twenty (120) days in the event of legislation requiring cities to provide conversion rights.
- b. Employees with at least 480 hours of accrued sick leave shall be eligible for the Stay Well Bonus. For purposes of sick leave accounting, the annual period shall be December 1 through November 30. All unused sick leave above 480 hours will be used for calculating the employee's stay well bonus paid on or around December 15.

Net sick leave earned and not used during the annual period will be divided in half. One-half will be paid to the employee at the employee's current base hourly rate and the remaining one-half shall remain as regular sick leave. Except in the case of retirement, employees leaving City service who have at least 480 hours of accrued sick leave shall be paid a stay well bonus at the same time as their final payroll check, using the formula described above and based upon their accrued and used sick leave from the end of the last annual period through their date of separation.

- c. Upon service retirement, disability retirement, or death of active employees, such employees will be paid for all sick leave accrued in excess of 640 hours at the rate for which it was earned.

- d. Employees may use sick leave as defined in the City of Shafter Administrative Policy Sick Leave.
- e. Employees employed as of July 1 who do not use any sick leave during the period July 1 through June 30, shall be credited on July 1 of the following fiscal year, with one eight (8) hour floating holiday. Sick leave paid according to Section 5.5 b shall not be considered as sick leave used for the purposes of determining eligibility for Section 5.5.e. The floating holiday cannot be carried over to the next fiscal year. Use of a floating holiday must have prior department approval and shall be consistent with the efficient operation of the department.

SECTION 5.6 VACATION LEAVE

- a. Employees having less than one (1) year continuous employment shall not be entitled to vacation with pay without Department Head and City Manager approval.
- b. Vacation days are based on an 8-hour day and shall be credited on a pro-rated basis as follows:
 - 1. Ten days (80 hours) of vacation after one (1) year of service. Accrual begins on date of hire.
 - 2. Fifteen days (120 hours) of vacation after five (5) years of service. New accrual rate begins at the completion of the 5th year of service.
 - 3. Seventeen days (136 hours) of vacation after ten (10) years of service. New accrual rate begins at the completion of the 10th year of service.
 - 4. Twenty days (160 hours) of vacation after fifteen (15) years of service. New accrual rate begins at the completion of the 15th year of service.
 - 5. Twenty-five days (200 hours) of vacation after twenty (20) years of service. New accrual rate begins at the completion of the 20th year of service.
- c. Employees hired prior to July 1, 2000, may accrue no more than three times the annual accrual at their current accrual rate. Employees hired on or after July 1, 2000, may accrue no more than two times their annual accrual at their current accrual rate. Employees reaching their maximum accrual limit will stop accruing until the balance is below the maximum accrual limit. The table below is provided as an example of accrual rates and maximum accrual limits and may not be all inclusive. Additional accrual rates will be subject to the two- and three-year maximum accrual limits based on date of hire indicated above, unless otherwise noted.

Date of Hire Prior to July 1, 2000		Date of Hire on or after July 1, 2000	
Bi-weekly Accrual Rate	Maximum Accrual	Bi-weekly Accrual Rate	Maximum Accrual
3.077	240 Hours	3.077	160
4.615	360 Hours	4.615	240
5.231	408 Hours	5.231	272
6.154	480 Hours	6.154	320
7.692	600 Hours	7.692	400

- d. The time during a year at which employees may take vacation shall be determined by the Department Head with regard for the wishes of the employee and particular regard for the needs of the City.
- e. Employees who terminate employment shall be paid in a lump sum for all accrued vacation earned up to the effective date of termination.
- f. In the event one or more holidays fall within a vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.
- g. Employees who have accrued at least one hundred and twenty (120) hours of vacation time shall be allowed to

cash-out up to a maximum of forty (40) hours of vacation time annually.

Employees who have accrued at least two hundred and forty (240) hours of vacation time shall be allowed to cash-out up to a maximum of eighty (80) hours of vacation time annually.

Vacation cash-out will be paid twice a year; on or before May 31st and November 30th. Request must be received by Human Resources no later than the first payday in May and/or November. Accrual balance on the first payday in May and/or November will be used to determine eligibility. Under no circumstances will the total number of hours eligible for cash-out exceed eighty (80) hours annually.

Employees may elect to be paid by separate check and/or contribute to the ICMA 457 Deferred Compensation Plan for all vacation cash-out hours eligible to be paid out.

SECTION 5.7 HOLIDAYS

- a. The following are city paid eight (8) hour holidays:

No. Holiday	Date	Hours
1 New Year's Day	January 1	8
2 Washington's Birthday	3 rd Monday in February	8
3 Memorial Day	Last Monday in May	8
4 Independence Day	July 4	8
5 Labor Day	1 st Monday in September	8
6 Thanksgiving Day	4 th Thursday in November	8
7 Day after Thanksgiving	4 th Friday in November	8
8 Christmas Eve	December 24	8
9 Christmas Day	December 25	8
10 New Year's Eve	December 31	8
11 Martin Luther King Jr	Floating Holiday	8
12 Veterans Day	Floating Holiday	8

- b. The two floating holidays listed above are earned on a fiscal year, July 1 to June 30, and do not carry over to the next fiscal year. Employees hired on or before November 11 shall receive two (2) floating holidays. Employees hired after November 11 Shall receive one (1) floating holiday. Floating holidays must be used by June 30 with the approval of the department head and shall be consistent with the efficient operation of the department.
- c. In addition, any day proclaimed by the Shafter City Council as a holiday.
- d. Employees shall normally take a holiday off on the day it falls, except that when a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.
- e. Employees assigned to work on holidays shall be compensated in the pay period for which holidays are worked. Holiday compensation shall be at time and one half for all hours worked during the holiday, in addition to the eight (8) hours straight time of holiday pay.

SECTION 5.8 BEREAVEMENT LEAVE

- a. As required by law, employees shall be granted up to five (5) days of job protected leave for bereavement in the case of the death of his/her spouse, child, stepchild, parent, stepparent, grandparent, spouse's grandparent, grandchild, son-in-law, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister and registered domestic partner. The days do not need to be consecutive but must be completed within three (3) months of the date of death. Up to three (3) working days of bereavement leave shall be with pay. Employees may use their accrual leave balances, such as sick, vacation, or CTO to cover the leave for the additional two (2) days, if needed. If the employee does not have the accrual hours to utilize, the employee must request a Leave of Absence Without Pay in accordance with Personnel System Rule 15.5.

- b. Employees may be granted five (5) paid days of bereavement leave as approved by the City Manager in case of the death of the employee's spouse or child when the funeral takes place out of State or over two hundred (200) miles from Shafter.
- c. Employees shall provide documentation of the death within thirty (30) days of the first day of leave. Examples of such documentation include a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

SECTION 5.9 MILITARY LEAVE

Military leave shall be granted according with the provisions of State law. Employees shall give the Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 5.10 OUT OF CLASS PAY

Employees assigned by the Department Head to a higher paying position for a period of more than ten (10) consecutive normal workdays shall be paid at the higher paid position rate for all days worked in that position.

Employees assigned to higher paying positions on an ongoing but intermittent (non-consecutive) basis as determined by the Department Head and approved by the City Manager, may be eligible to be paid at the higher position rate for full days worked in the higher class.

The rate shall provide at least a 5% increase except in no case shall the employee receive higher than the E step of the higher paid position.

SECTION 5.11 ON CALL CELL PHONE PAY

Employees required by the Department Head to be on call and required to carry a cell phone, shall be compensated at \$35.00 per day.

SECTION 5.12 CERTIFICATION INCENTIVE PAY

The City shall provide an incentive to obtain a level of specialized certification beyond what is required by the job, provided the certification is in a job-related subject. Interim certification is excluded.

Specific Certifications eligible for Incentive Pay must be approved by the Department Head and City Manager prior to inclusion in the Incentive Pay Program. Eligible specific Certifications must be directly related to an employee's job duties but NOT a qualifying requirement of the position. New Certifications or levels of Certifications must be approved by the Department Head and City Manager and will not become eligible for Incentive Pay until added to the MOU. Incentives are cumulative; however, no combination of Incentive Pay certifications shall result in a total Incentive greater than 5% of Base Pay.

Currently approved certifications and Incentive Pay levels are as follows:

Water Distribution/Treatment Certifications:	D1/T1	No Incentive
	D2/T2	2.5%
	D3/T3	1.5 %
	D4	1.0%
Arborist Certifications:	ISA Arborist	2.5%
	add Tree Risk Assess.	0.5%
	add Arborist Muni Spec.	0.5%

ASE Certification

ASE G1 and A1-A8 Master
add ASE Medium/Heavy Truck
add ASE Transit Bus Master

No Incentive
1.0%
1.0%

SECTION 5.13 PAY SCHEDULE

- a. Employee pay shall operate on a bi-weekly pay schedule, including 80-hour work periods with 26 work periods per year.
- b. The payroll cut-off for both, overtime and regular time, shall be one week prior to payday.
- c. Employee shall be paid for actual hours worked (or paid time off used) during the pay period.
- d. Payday shall be on the Friday following the payroll cut-off date. If payday falls on a holiday, employees shall be paid on the business day before the holiday.
- e. Employees shall be subject to mandatory participation in the direct deposit of their City payroll checks to a bank account of their choice.
- f. The Association agrees to meet in good faith and cooperate with the City during the implementation of the new timekeeping system.

SECTION 5.14 LONGEVITY PAY

All recognized employees shall receive longevity pay (10% over 20 years) as set forth below based on their years of continuous full-time service with the City of Shafter as follows:

- 5 years of service: 2.5% of base pay
- 10 years of service: 2.5% of base pay
- 15 years of service: 2.5% of base pay
- 20 years of service: 2.5% of base pay

ARTICLE VI - HEALTH AND WELFARE

SECTION 6.1 MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE

- a. The City agrees to pay one hundred percent (100%) of the medical, dental, and vision premiums on the base plans for employees and eligible dependents from January 1, 2024 through December 31, 2025. Employees electing to buy-up to the PPO plans shall pay a monthly contribution to the buy-up plans.
- b. The City shall provide employees a life insurance plan equal to the employee's annual base salary plus \$17,000.
- c. Subject to IRS Code 125 and insurance plan eligibility, the City shall pay \$353 monthly to employees who decline participation in the City's medical insurance plan. Proof of other insurance coverage is required. Retired employees are excluded.
- d. The City will pay one hundred percent (100%) of the City's group medical, dental and vision premiums for eligible retired employees plus one eligible dependent for a period of up to twelve (12) months immediately following the effective date of retirement. For the purposes of this subsection, eligible employees are those employees who retire from active status on a normal service retirement or disability (excluding deferred retirement) with at least 10 years of continuous full-time city service. For the purposes of this subsection, continuous full-time city service shall mean uninterrupted employment as a full-time employee. Authorized leaves of absences shall not be considered as a break in service. This benefit shall apply only to retired employees who continue coverage with the City's group medical,

dental and vision insurance pursuant to COBRA. This benefit shall not apply to employees who are terminated.

SECTION 6.2 UNIFORM ALLOWANCE

- a. The City shall provide all employees with a minimum of five (5) uniforms. The City reserves the right to determine the uniform style and color. Unless otherwise mutually agreed, this uniform shall consist of work pants, work shirt, name patches, and city patches.

Job related, specific to duties performed safety equipment, jackets and/or boots will be provided once per fiscal year as determined by the department head or designee. Issuance of safety boots and jackets will be issued in the months of July each fiscal year.

- b. Employees who are provided uniforms, are required to wear these uniforms and report to work with them being clean and neat in appearance, unless this requirement is expressly waived by the City.
- c. Upon request, the City may grant an exemption from wearing the uniform set forth above. The City shall not be held liable for the cost of the repair or replacement of personal clothing damaged on duty. An employee exempted from the uniform as set forth in Section 6.2(a) shall be compensated an annual uniform allowance of \$350 to be paid in advance at the beginning of each fiscal year. Upon separation from employment, a prorated amount of the annual uniform allowance that was not earned will be deducted from the employee's final paycheck.
- d. All items as provided in Section 6.2(a) remain City property and are only to be used in accordance with city policy. Upon separation, all items must be returned by the employee. A prorated amount of any uniforms not returned will be deducted from the employee's final paycheck.
- e. The City will provide a voucher to a designated vendor or reimburse field employees for expenses related to the purchase of a work-related jacket and/or boots, insoles/boot supports/inserts in the amount not to exceed \$300 per fiscal year. This benefit is pro-rated monthly for new employees. Employees who terminate employment are not eligible for payment of any unused portion of benefit.

SECTION 6.3 PROBATION

The probationary period for new employees and promotions shall be six (6) months. The City Manager shall have the authority to extend an employee's probationary period for a maximum of six additional months. There shall be no appeal procedure for probationary employees.

SECTION 6.4 USE OF CITY FACILITIES

City employees will not be permitted to use the City corporation yard and equipment for personal auto or home repair.

ARTICLE VII - CLOSING PROVISIONS

SECTION 7.1 TERM

The term of this MOU shall commence on January 1, 2024 and expire on December 31, 2025.

SECTION 7.2 SIGNATURES

This MOU has been ratified and adopted on September 18, 2023, pursuant to the recommendation of the following representatives:

SPWU SEIU Local 521:

SPWU SEIU Local 521 President Date

SPWU SEIU Local 521 Vice President Date

Delia Serrano, Internal Organizer Date

City of Shafter:

Gabriel A. Gonzalez, City Manager Date

Chad Givens, Mayor Date



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Michael James, Public Works Director

SUBJECT: APPROVAL OF RESOLUTION APPROVING STREET PARKING
RESTRICTIONS AT PACIFIC AVENUE BETWEEN STATE ROUTE
43 AND JAMES STREET

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines; and adopt Resolution 2942, a Resolution of the City Council of the City of Shafter limiting, prohibiting or restricting the stopping, parking, or standing of vehicles on certain portions of Pacific Avenue.

BACKGROUND

A remodeling initiative is underway at City Hall to accommodate new staff and improve customer service. Another initiative is improving public parking and access to the building. There are two parking lots with access off Pacific Avenue on either side of the building, generally used by City employees. The street parking on Pacific Avenue has been taken by employees of neighboring businesses located across the street, leaving few options for City Hall short-term visitors needing assistance and services from Finance, Planning, Building, and City Manager staff. Designating the south half of Pacific Avenue for restricted, short-term parking would help to ensure reliable and convenient City Hall access for the public.

ANALYSIS

Establishing a one-hour parking restriction on Pacific Avenue prevents excessive street parking and ensures the public can have reliable parking for most short-term visits. Extending the restrictive parking to State Route 43 and James Street affects ten already-marked spaces. The space between State Route 43 and the driveway access to the east City employee parking should be restricted from any parking to accommodate right turn movements from Pacific Avenue to State Route 43.

Any Pacific Avenue parking restrictions would inconvenience Frank Russell employees. Still, they can be directed to alternative parking on the lot owned by Westamerica Bank, where the City has already secured spots. They would still have unlimited parking on the north side of the street (opposite City Hall).

The City Municipal Code Section 10.40.030 - Prohibited—Areas designated states:

APPROVAL OF RESOLUTION APPROVING STREET PARKING RESTRICTIONS AT PACIFIC AVENUE BETWEEN STATE ROUTE 43 AND JAMES STREET

“No operator of any vehicle shall stop, stand, park or leave standing such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or other authorized officer, or traffic sign or signal:

- A. Within any divisional island unless authorized and clearly indicated with appropriate signs or markings;
- B. On either side of any street between the projected property line of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or by red paint upon the curb surface;
- C. In any area where the traffic engineer determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface;
- D. In any area established by a resolution of the council as a no parking area, when such area is indicated by appropriate signs or by red paint upon the curb surface”.

A resolution has been prepared to establish a one-hour parking limit, Mondays through Fridays, from 7:00 a.m. to 6:00 p.m., primarily to accommodate short-term access to City Hall during business hours. The Police Department will provide enforcement of the parking restrictions. Violations would be subject to the penalties permitted by the Municipal Code.

FISCAL IMPACT

The Streets Division operational accounts can fund the cost of fabricating and installing restricted parking signs. Parking enforcement will be provided by existing Police Department staff and resources. No budget action by the Council is required.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(2) of the CEQA Guidelines because the action is approving additional parking restrictions on existing streets and therefore, it is considered general policy and procedure making and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Yes

ALTERNATIVES

The Council can direct staff to plan for shorter or longer durations for the planned parking restrictions. Another alternative is to reject any parking restrictions at Pacific Avenue and direct staff to establish short-term public parking at either of the lots next to City Hall. For now, a one-hour restriction is viewed as a reasonable policy. Shorter restrictions may not be sufficient for the public to do business at City Hall, while longer

APPROVAL OF RESOLUTION APPROVING STREET PARKING RESTRICTIONS AT PACIFIC AVENUE BETWEEN STATE ROUTE 43 AND JAMES STREET

restrictions could result in excessive parking that impacts access throughout a typical business day. Directing the public to the lots would likely impact reliable building access for employees. Finally, any restrictions approved can readily be amended if deemed necessary. Therefore, alternative action is not recommended.

NEXT STEPS

Staff will order and install restricted parking signs for Pacific Avenue as described in the adopted resolution.

ATTACHMENTS

1. Resolution 2942

RESOLUTION NO. 2942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER LIMITING, PROHIBITING OR RESTRICTING THE STOPPING, PARKING, OR STANDING OF VEHICLES AT PACIFIC AVENUE BETWEEN STATE ROUTE 43 AND JAMES STREET

WHEREAS, section 22507 of the California Vehicle Code authorizes local authorities to, by resolution, prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, the City Council desires to restrict stopping, parking, or standing of vehicles at Pacific Avenue between State Route 43 and James Street; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enact this resolution to enhance the quality of life and to protect the health, safety, and welfare of its citizens; and

WHEREAS, the City Municipal Code Section 10.40.030 - Prohibited—Areas designated states:

“No operator of any vehicle shall stop, stand, park or leave standing such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or other authorized officer, or traffic sign or signal:

A. Within any divisional island unless authorized and clearly indicated with appropriate signs or markings;

B. On either side of any street between the projected property line of any public walk, public steps, street or thoroughfare terminating at such street, when such area is indicated by appropriate signs or by red paint upon the curb surface;

C. In any area where the traffic engineer determines that the parking or stopping of a vehicle would constitute a traffic hazard or would endanger life or property, when such area is indicated by appropriate signs or by red paint upon the curb surface;

D. In any area established by a resolution of the council as a no parking area, when such area is indicated by appropriate signs or by red paint upon the curb surface”; and

WHEREAS, the City Council has determined that the proposal is exempt from the California Environmental Quality Act (CEQA pursuant to Section 15301 of the CEQA Guidelines in that 1) only minor changes to the parking locations are being proposed, 2) public safety will be improved by the proposal, and 3) the parking area will not be increased by the proposal.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHAFTER DESIGNATES THE FOLLOWING AS RESTRICTED PARKING ZONE:

Pacific Avenue Between State Route 43 and James Street

The stopping, parking, or standing of vehicles on the south side of the street, immediately adjacent to 336 Pacific Avenue and 600 James Street, between State Route 43 and James Street shall be limited to one hour Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. with the following exceptions, where street parking shall be prohibited at all times:

1. The segment between the begin of curb return (BCR) from Pacific Avenue to State Route to a point 45 feet south of said BCR.
2. Portions of the street designed for no parking to comply with City line of sight requirements for driveway access to Pacific Avenue.

Signage: The Public Works Department shall cause appropriate signage to be posted on each street on which parking is restricted. The signage shall be in accordance with the requirements of Vehicle Code section 22507.6. The parking restrictions established in this Resolution shall become effective upon posting of the signage.

These parking restrictions are depicted in Exhibit “A”

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF SEPTEMBER 2023.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares

EXHIBIT "A"





CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Johnny Rubio, IT Manager

SUBJECT: APPROVAL OF THE RENEWAL OF ARCTIC WOLF'S SECURITY
AS A SERVICE ANNUAL SUBSCRIPTION CONTRACT IN THE
AMOUNT OF \$52,433.84

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines; and approve the annual renewal of the Arctic Wolf Security as a Service contract in the amount of \$52,433.84.

BACKGROUND

The City entered into an agreement with Arctic Wolf on October of 2022, in an effort to provide an additional layer of security to better safeguard the City from any cyber attacks and/or malicious activity. By November, 2022, the IT Department was able to work with engineers to fully implement the necessary hardware and configuration to allow for real-time network monitoring. Since then, the Arctic Wolf support team and the IT Department have held monthly meetings to review reports and identify weaknesses within our internal network and IoT devices (devices that require a network connection and may connect to the internet). This Security as a Service has been instrumental, as network data is continually being analyzed via hardware sensors, which enables a quick response to any digital threat that may be introduced. The need was apparent after the 2020 ransomware incident that interrupted City operations for a significant period.

ANALYSIS

Aside from real-time monitoring, the Arctic Wolf Security as a Service solution has enabled a secure portal which allows IT staff to review the following:

- Allows for the creation of interactive service tickets for assistance.
- Postings of newly discovered vulnerabilities in the cyber-security field
- Allows for a review of Traffic Flow Data by Device
- Provides a list of protected endpoints.
- Provides reports that staff can analyze, which include:
 - AD Login Failure
 - AD Event Log data

APPROVAL OF THE RENEWAL OF ARCTIC WOLF'S SECURITY AS A SERVICE
ANNUAL SUBSCRIPTION CONTRACT IN THE AMOUNT OF \$52,433.84

- AD Account Lock/Unlock data.

The monthly scheduled meetings allow for both the IT Department and the Arctic Wolf security team to review areas of concern and take appropriate action.

FISCAL IMPACT

The Operating IT Budget Fiscal Year 23-24 has sufficient funds to pay for the annual contract cost of \$52,433.84.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(4) of the CEQA Guidelines because the action is the approval of an annual security subscription renewal and therefore, it is governmental fiscal activity that does not involve any commitment to a specific project that can result in a potentially significant impact and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

ALTERNATIVES

Council may reject the contract. **Not recommended.** As stated above, from a security perspective, the Arctic Wolf Security as a Service solution serves as an extension of the IT Department which allows it to better protect the organization from any malicious and cyber security threats. If the subscription contract is not renewed, the IT Department is currently not equipped to actively monitor real-time network data, thus, increasing the organizations' risk exposure.

NEXT STEPS

None.

ATTACHMENTS

1. Arctic Renewal - Quote SVFQ3957-A



1515 20th Street
Bakersfield, CA 93301
Main: 661.616.3333

Return to: orders@sentinel.engineering

QUOTE

Number SVFQ3957-A

Date Aug 28, 2023

Sold To

City of Shafter
Johnny Rubio
Shafter
USA

Ship To

City of Shafter
Johnny Rubio
Shafter
USA

Your Sales Rep

Daniel Morgan
dmorgan@sentinel.engineering
661.616.3334

Phone 661-619-4100
Fax

Phone 661-619-4100
Fax

Here is the quote you requested.

Terms

PREPAY

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1		Term: 10/28/2023-10/26/2024		
2	165	ARCTIC WOLF MDR USER LICS CLDS WOLF MDRU LICS	\$164.00	\$27,060.00
3	38	ARCTIC WOLF MDR SVR LICS CLDS ARCTIC WOLF MDR SVR LICS 125-3000	\$164.00	\$6,232.00
4	203	MDR LOG RET 1YR SVCS ARCTIC LICS WOLF MDR LOG RET 1YR	\$11.81	\$2,397.43
5	2	200SRS SENSOR 2X10G MM FIBER CLDS SFP+ MOD W LC CONN HW ARCTIC WOLF	\$3,690.00	\$7,380.00
6	150	MDR OFFICE 365U LICS SVCS CLDS ARCTIC WOLF MDR OFFICE 365U LICS	\$18.45	\$2,767.50
7	203	ARCTIC WOLF PLATFORM ACCESS LICS ARCTIC WOLF PLATFORM ACCESS	\$12.30	\$2,496.90
8	1	ARCTIC WOLF BASE PLATFORM LICS ARCTIC WOLF BASE PLATFORM	\$0.01	\$0.01
9	1	ARCTIC WOLF IR JUMPSTART SLIC RETAINER	\$4,100.00	\$4,100.00

Shipping charges will be invoiced based on amount billed from manufacture to Sentinel Engineering.

Prices above reflect a 3.75% cash discount. Items will be invoiced at full price if an alternative payment method is used.

SubTotal \$52,433.84

Tax \$0.00

Shipping \$0.00

Total \$52,433.84

THIS QUOTE IS BOUND BY THE ATTACHED TERMS AND CONDITIONS ON THE LAST PAGE. PLEASE REVIEW THE FINAL PAGE OF THIS DOCUMENT.

CUSTOMER INITIALS _____

The above described Customer agrees to purchase from Sentinel Engineering (hereafter referred to as Sentinel Engineering) equipment and services in the quantities and models listed above, in accordance with the terms and conditions set forth on this page, the previous page and/or pages.

(1) APPROVALS: The undersigned agrees to all of the terms and conditions set forth herein this agreement, and, in witness hereof, hereby executes this non-cancelable Agreement. The person signing this Agreement for the Customer represents they are authorized to sign on behalf of the Customer described here.

(2) PAYMENT TERMS: NET terms may be applied as stated at the top of the quote. If NET terms are not stated, Sentinel Engineering's standard terms apply.

(3) STANDARD TERMS: 50% of the total purchase price is due prior to commencement of the Project/order. The remainder of the product cost (hardware, software, licenses, maintenance and support) will be due upon the Customer's receipt of the products listed on the attached quote. The remainder of the services cost will be due upon project completion as defined in the approved project scope.

(4) BREACH OF AGREEMENT: Customer and Sentinel Engineering agree that if Customer breaches this agreement by attempting to terminate, cancel or rescind this agreement prior to the delivery of equipment or performance of services, Sentinel Engineering may justifiably withhold delivery of the equipment and services. In such event, the parties agree (a) that it would be impracticable or extremely difficult to fix the actual damage sustained Sentinel Engineering by reason of Customer's breach, (b) that a sum equal to 25% of the entire purchase price shall be presumed to be the amount of damage sustained by Sentinel Engineering by reason of Customer's breach, and (c) that Sentinel Engineering may retain such amount from any deposit held by Sentinel Engineering, as liquidated damages and not as a penalty, to compensate Sentinel Engineering for damages.

(5) EXPIRATION: This quote will expire in 30-days of the date listed above.

Customer Name _____

Signature Date _____

Customer Title _____

Acceptance Signature _____

THIS QUOTE IS BOUND BY THE ATTACHED TERMS AND CONDITIONS ON THE LAST PAGE. PLEASE REVIEW THE FINAL PAGE OF THIS DOCUMENT.

CUSTOMER INITIALS _____



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Carol Chavolla, HR Manager

SUBJECT: APPROVAL OF CITY OF SHAFTER EMPLOYEE BI-WEEKLY PAY
SCHEDULE EFFECTIVE JULY 1, 2023

RECOMMENDATION

Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt the City of Shafter Employee Bi-Weekly Pay Schedule effective July 1, 2023.

BACKGROUND

The following revisions have been made to the City of Shafter Employee Bi-Weekly Pay Schedule to be consistent with the Fiscal Year 2023/2024 Annual Operating Budget, and in conformity with the City Council’s ratification of the Shafter Police Officers Association Side Letter Agreement authorizing a fifteen percent (15%) equity adjustment retroactive to July 1, 2023, to recognized positions. The updates are as follows:

Position	Range	Bi-Weekly Pay	Action
Administrative Analyst I	NR 209	\$2,685 - \$3,263	Add New Classification
Administrative Analyst II	NR 261	\$3,431 - \$4,170	Add New Classification
Animal Control Manager	SPOA NS 212	\$2,697 - \$3,278	Equity Adjustment from Range 182 to 212
Animal Control Officer	SPOA NS 155	\$2,070 - \$2,516	Equity Adjustment from Range 124 to 155
Associate Engineer	NR 263	\$3,463 - \$4,209	Remove - Reclassified to Deputy Public Works Director
City Manager, Acting	Contract	\$7,757	Remove Classification
City Manager, Deputy	Contract	\$7,867	Reclassification from Public Works Director
Clerk Typist	NR 80	\$1,487 - \$1,808	Remove - Reclassified to Administrative Assistant I/II
Clerk Typist (PT/Extra Help)	Hourly	\$18.60	Remove Classification

CONSENT CALENDAR

APPROVAL OF CITY OF SHAFTER EMPLOYEE BI-WEEKLY PAY SCHEDULE EFFECTIVE JULY 1, 2023

Economic Development Director	DIR 384	\$6,035 - \$7,337	Add New Classification
Laborer II (PT/Extra Help)	Hourly	\$17.34	Remove Classification
Office Technician	NR 110	\$1,702 - \$2,068	Remove - Reclassified to Administrative Assistant I/II
Planner, Associate	NR 205	\$2,635 - \$3,202	Add New Classification
Police Captain	NR 344	\$5,107 - \$6,207	Equity Adjustment from Range 295 to 344
Police Dispatch Supervisor	NR 228	\$2,934 – \$3,567	Add New Classification
Police Dispatcher	SPOA NS 154	\$2,060 - \$2,504	Equity Adjustment from Range 123 to Range 154
Police Lieutenant	NR 306	\$4,253 - \$5,170	Equity Adjustment from Range 281 to 306
Police Officer	SPOA S 205	\$2,659 – \$3,232	Equity Adjustment from Range 175 to 205
Police Officer, Senior	SPOA S 225	\$2,920 - \$3,550	Equity Adjustment from Range 195 to 225
Police Records Supervisor	NR 228	\$2,934 – \$3,567	Equity Adjustment from Range 168 to 228
Police Records Technician	NR 123	\$1,804 - \$2,193	Add New Classification
Police Sergeant	SPOA S 262	\$3,479 - \$4,229	Equity Adjustment from Range 232 to 262
PW Director, Assistant	NR 363	\$5,598 - \$6,805	Reclassification from Public Works Manager
Transit Driver, Lead	NR 116	\$1,749 - \$2,125	Add New Classification
Utility Billing Clerk (PT/Extra Help)	Hourly	\$22.60	Add New Classification
Utility Manager	NR 302	\$4,172 - \$5,072	Remove - Reclassified to Deputy Public Works Director

ANALYSIS

Pursuant to California Code of Regulations (CCR) Section 570.5, CalPERS requires that a pay schedule be adopted by City Council to formally authorize the employee pay rates and earnable reportable compensation. For City Council adoption, enclosed is the revised City of Shafter Employee Bi-Weekly Pay Schedule effective July 1, 2023.

FISCAL IMPACT

The revisions are within the approved Fiscal Year 2023/2024 Annual Operating Budget. A budget amendment is not required.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of a pay schedule and therefore, it is organizational and

APPROVAL OF CITY OF SHAFTER EMPLOYEE BI-WEEKLY PAY SCHEDULE EFFECTIVE JULY 1, 2023

administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

No

ALTERNATIVES

None.

NEXT STEPS

The adopted Employee Bi-Weekly Pay Schedule shall be submitted to CalPERS and made publicly available.

ATTACHMENTS

1. Bi-Weekly Pay Schedule Effective 2023 07 01

CITY OF SHAFTER EMPLOYEE BIWEEKLY PAY SCHEDULE (Effective 7/1/2023 - Revised 8/31/2023 - Adopted 9/18/2023)

TITLE	SALARY GRID	RANGE	A	B	C	D	E
Accountant, Senior (PT/Extra Help)*		Hourly	\$50.00 - \$85.00 DOE				
Accounting Manager	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
Accounting Technician I	NR	146	\$ 2,004	\$ 2,104	\$ 2,209	\$ 2,320	\$ 2,436
Accounting Technician II	NR	167	\$ 2,207	\$ 2,318	\$ 2,433	\$ 2,555	\$ 2,683
Accounting Technician III	NR	188	\$ 2,433	\$ 2,555	\$ 2,683	\$ 2,817	\$ 2,958
Administrative Analyst I	NR	209	\$ 2,685	\$ 2,819	\$ 2,960	\$ 3,108	\$ 3,263
Administrative Analyst II	NR	261	\$ 3,431	\$ 3,602	\$ 3,782	\$ 3,971	\$ 4,170
Administrative Assistant I	NR	147	\$ 2,013	\$ 2,114	\$ 2,220	\$ 2,331	\$ 2,447
Administrative Assistant II	NR	162	\$ 2,158	\$ 2,265	\$ 2,379	\$ 2,498	\$ 2,623
Animal Control Manager	SPOA-NS	212	\$ 2,697	\$ 2,832	\$ 2,974	\$ 3,122	\$ 3,278
Animal Control Officer	SPOA-NS	155	\$ 2,070	\$ 2,173	\$ 2,282	\$ 2,396	\$ 2,516
Animal Control Services Worker	NR	70	\$ 1,424	\$ 1,495	\$ 1,570	\$ 1,648	\$ 1,730
Budget Analyst I	NR	209	\$ 2,685	\$ 2,819	\$ 2,960	\$ 3,108	\$ 3,263
Budget Analyst II	NR	261	\$ 3,431	\$ 3,602	\$ 3,782	\$ 3,971	\$ 4,170
Building Inspector I	NR	202	\$ 2,598	\$ 2,728	\$ 2,864	\$ 3,007	\$ 3,158
Building Inspector II	NR	217	\$ 2,787	\$ 2,926	\$ 3,073	\$ 3,226	\$ 3,388
Building Inspector Supervisor	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
Building Official	DIR	384	\$ 6,035	\$ 6,337	\$ 6,654	\$ 6,987	\$ 7,337
Business Development Coordinator	NR	277	\$ 3,702	\$ 3,887	\$ 4,082	\$ 4,286	\$ 4,500
City Clerk	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
City Engineer	NR	365	\$ 5,653	\$ 5,935	\$ 6,232	\$ 6,544	\$ 6,871
City Manager		Contract	\$ 8,269				
City Manager, Deputy		Contract	\$ 7,867				
Code Enforcement Officer I	NR	183	\$ 2,378	\$ 2,496	\$ 2,621	\$ 2,752	\$ 2,890
Code Enforcement Officer II	NR	202	\$ 2,598	\$ 2,728	\$ 2,864	\$ 3,007	\$ 3,158
Community Engagement Manager	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
Economic Development Director	DIR	384	\$ 6,035	\$ 6,337	\$ 6,654	\$ 6,987	\$ 7,337
Education Partnership Director	DIR	324	\$ 4,475	\$ 4,698	\$ 4,933	\$ 5,180	\$ 5,439
Education Partnership - Library and Learning Center Manager	NR	208	\$ 2,672	\$ 2,806	\$ 2,946	\$ 3,093	\$ 3,248
Education Partnership - Teacher (PT/Extra Help)*		Hourly	\$ 39.69				
Education Partnership - Tutor I (PT/Extra Help)*		Hourly	\$ 17.34				
Education Partnership - Tutor II (PT/Extra Help)*		Hourly	\$ 20.17				
Engineer I	NR	228	\$ 2,934	\$ 3,081	\$ 3,235	\$ 3,397	\$ 3,567
Engineer II	NR	243	\$ 3,150	\$ 3,307	\$ 3,472	\$ 3,646	\$ 3,828
Equipment Operator	SEIU	137	\$ 1,942	\$ 2,039	\$ 2,141	\$ 2,248	\$ 2,360
Facilities Manager	NR	212	\$ 2,722	\$ 2,858	\$ 3,001	\$ 3,151	\$ 3,309
Finance Director	DIR	384	\$ 6,035	\$ 6,337	\$ 6,654	\$ 6,987	\$ 7,337
GIS Specialist I	NR	186	\$ 2,410	\$ 2,531	\$ 2,657	\$ 2,790	\$ 2,930
GIS Specialist II	NR	207	\$ 2,660	\$ 2,793	\$ 2,932	\$ 3,079	\$ 3,233
Human Resources Analyst I	NR	162	\$ 2,158	\$ 2,265	\$ 2,379	\$ 2,498	\$ 2,623
Human Resources Analyst II	NR	208	\$ 2,672	\$ 2,806	\$ 2,946	\$ 3,093	\$ 3,248
Human Resources Manager	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
Information Technology Analyst	NR	265	\$ 3,496	\$ 3,671	\$ 3,855	\$ 4,048	\$ 4,250
Information Technology Manager	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
Information Technology Manager, Assistant	NR	293	\$ 3,996	\$ 4,196	\$ 4,406	\$ 4,626	\$ 4,858
Information Technology Specialist I	NR	199	\$ 2,562	\$ 2,690	\$ 2,825	\$ 2,966	\$ 3,114
Information Technology Specialist II	NR	238	\$ 3,076	\$ 3,230	\$ 3,392	\$ 3,561	\$ 3,739
Intern*		Hourly	\$ 15.50				
Mechanic	SEIU	157	\$ 2,128	\$ 2,234	\$ 2,346	\$ 2,463	\$ 2,586

CITY OF SHAFTER EMPLOYEE BIWEEKLY PAY SCHEDULE (Effective 7/1/2023 - Revised 8/31/2023 - Adopted 9/18/2023)

TITLE	SALARY GRID	RANGE	A	B	C	D	E
Permit Technician	NR	183	\$ 2,378	\$ 2,496	\$ 2,621	\$ 2,752	\$ 2,890
Planner, Associate	NR	205	\$ 2,635	\$ 2,766	\$ 2,905	\$ 3,050	\$ 3,202
Planner, Senior	NR	281	\$ 3,773	\$ 3,962	\$ 4,160	\$ 4,368	\$ 4,586
Planning Director	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
Police Captain	NR	344	\$ 5,107	\$ 5,362	\$ 5,630	\$ 5,912	\$ 6,207
Police Chief	DIR	384	\$ 6,035	\$ 6,337	\$ 6,654	\$ 6,987	\$ 7,337
Police Chief, Assistant	NR	352	\$ 5,309	\$ 5,574	\$ 5,853	\$ 6,145	\$ 6,453
Police Dispatch Supervisor	NR	228	\$ 2,934	\$ 3,081	\$ 3,235	\$ 3,397	\$ 3,567
Police Dispatcher	SPOA-NS	154	\$ 2,060	\$ 2,163	\$ 2,272	\$ 2,385	\$ 2,504
Police Lieutenant	NR	306	\$ 4,253	\$ 4,466	\$ 4,689	\$ 4,924	\$ 5,170
Police Officer	SPOA-S	205	\$ 2,659	\$ 2,792	\$ 2,931	\$ 3,078	\$ 3,232
Police Officer Cadet		Hourly	\$ 25.50				
Police Officer, Senior	SPOA-S	225	\$ 2,920	\$ 3,066	\$ 3,220	\$ 3,381	\$ 3,550
Police Records Supervisor	NR	228	\$ 2,934	\$ 3,081	\$ 3,235	\$ 3,397	\$ 3,567
Police Records Technician	NR	123	\$ 1,804	\$ 1,895	\$ 1,989	\$ 2,089	\$ 2,193
Police Property & Evidence Technician	NR	204	\$ 2,622	\$ 2,753	\$ 2,891	\$ 3,035	\$ 3,187
Police Sergeant	SPOA-S	262	\$ 3,479	\$ 3,653	\$ 3,836	\$ 4,027	\$ 4,229
Public Facilities Manager	NR	212	\$ 2,722	\$ 2,858	\$ 3,001	\$ 3,151	\$ 3,309
Public Works Director	DIR	384	\$ 6,035	\$ 6,337	\$ 6,654	\$ 6,987	\$ 7,337
Public Works Director, Assistant	NR	363	\$ 5,598	\$ 5,878	\$ 6,172	\$ 6,481	\$ 6,805
Public Works Director, Deputy	NR	363	\$ 5,598	\$ 5,878	\$ 6,172	\$ 6,481	\$ 6,805
Public Works Inspector	NR	208	\$ 2,672	\$ 2,806	\$ 2,946	\$ 3,093	\$ 3,248
Public Works Manager	NR	340	\$ 5,009	\$ 5,260	\$ 5,523	\$ 5,799	\$ 6,089
Service Crew Member I	SEIU	106	\$ 1,686	\$ 1,771	\$ 1,859	\$ 1,952	\$ 2,050
Service Crew Member II	SEIU	140	\$ 1,969	\$ 2,067	\$ 2,170	\$ 2,279	\$ 2,393
Transit Driver (FT)	NR	83	\$ 1,508	\$ 1,583	\$ 1,662	\$ 1,745	\$ 1,833
Transit Driver (PT)		Hourly	\$ 18.33				
Transit Driver, Lead	NR	116	\$ 1,749	\$ 1,836	\$ 1,928	\$ 2,024	\$ 2,125
Utility Billing Clerk (PT/Extra Help)		Hourly	\$ 22.60				
Utility Operator I	SEIU	140	\$ 1,969	\$ 2,067	\$ 2,170	\$ 2,279	\$ 2,393
Utility Operator II	SEIU	173	\$ 2,291	\$ 2,406	\$ 2,526	\$ 2,653	\$ 2,785
Utility Technician	SEIU	205	\$ 2,660	\$ 2,793	\$ 2,932	\$ 3,079	\$ 3,233

The numbers on this schedule are rounded to the nearest dollar and may vary slightly from actual payroll calculations due to rounding.

*Interns are paid at the California Minimum Wage

CITY OF SHAFTER EMPLOYEE BIWEEKLY PAY SCHEDULE (Effective 7/1/2023 - Revised 8/31/2023 - Adopted 9/18/2023)

PREMIUM PAY FLAT AMOUNT AND/OR PERCENTAGE OF BASE BIWEEKLY AMOUNT

INCENTIVE	SHAFTER POLICE OFFICER ASSOCIATION	SEIU PUBLIC WORKS UNIT	NONREPRESENTED EMPLOYEES	
			FULL-TIME	PART-TIME
Bilingual	5%	\$46.16	\$36.92	Prorate per hour = \$960 Annual
Education Incentive (5% Maximum)				
Student +60 Units	2.5%			
Associate Degree	2.5%			
Bachelor Degree	5%			
Certificates				
POST Intermediate	5%		5%	
POST Advanced	5%		5%	
Arborist		2.5% - 3.5%	2.5% - 3.5%	
ASE		1% - 2%	1% - 2%	
Water (Distribution or Treatment)		2.5% - 4.5%	2.5% - 4.5%	
Other			Up to 5%	



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Mitzy Cuxum, Senior Planner

SUBJECT: APPROVAL OF FINAL MAP FOR TRACT NO. 6490, PHASE 1

RECOMMENDATION

Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and approve final map for Tract No. 6490, Phase 1.

BACKGROUND

Tract No. 6490, Phase 1 has an area of 14.79 gross acres and consists of 52 residential lots (see **Exhibit 1**). Tract No. 6490 Phase 1 is being developed by Summit Capital Venture, Inc. All improvements will be performed in accordance with the conditions of approval, City standards, and the approved plans for the development. No completed improvements have been accepted by City Council and will not be presented to the Council for acceptance until all are completed to the satisfaction of the City Engineer.

The developer has provided a performance bond equal to 100% of the engineer’s estimate per Council authorization. The developer has also provided a labor and materials bond equal to 100% of the engineer’s estimate. This is in compliance with the City’s Subdivision Ordinance (Municipal Code Title 16). The City of Shafter and the developer have signed an “Agreement for Completion of Public Improvements” that is on file with the City Engineer.

ANALYSIS

The City Engineer has reviewed the map and finds that it meets the requirements of the Subdivision Map Act, the Subdivision Ordinance, and the approved Tentative Tract Map with approved alterations thereof. The City Surveyor has signed the map stating it is technically correct. All Conditions of Approval shall be met prior to recordation.

FISCAL IMPACT

There is no fiscal impact because of the proposed action.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of a final map and therefore, it is organizational and

administrative activity that will not result in direct or indirect physical changes to the environment that have not already been previously analyzed and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

ALTERNATIVES

The Council could vote not to approve the final map and it would not be recorded.

NEXT STEPS

If Council approves the final map, it will be subsequently recorded at the Kern County Recorder's Office.

ATTACHMENTS

1. Exhibit 1 - Final Map 6490 Phase 1

OWNER'S STATEMENT

AWE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINES.

WE ALSO HEREBY DEDICATE TO THE CITY OF SHAFTER AND THE PUBLIC, ALL THE REAL PROPERTY LOCATED WITHIN THE STREET RIGHTS-OF-WAY AS SHOWN UPON THE MAP, SAID PROPERTY TO BE USED FOR STREET AND PUBLIC UTILITY PURPOSES; SAID DEDICATION TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THE EASEMENTS FOR PUBLIC UTILITIES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUBLIC UTILITIES EASEMENT" (P.U.E.) AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION; SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THE EASEMENTS FOR PEDESTRIANS ON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "P.E.", PEDESTRIAN EASEMENT, AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION; SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR WALL FOOTING PURPOSES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING ADJACENT TO THE FRONT, BACK, AND/OR SIDES OF OF LOTS 35 THROUGH 52 DESIGNATED AS "W.F.E.", WALL FOOTING EASEMENT, AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION; SUCH STRIPS OF LAND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 35-45 TO EAST LOS ANGELES AVENUE AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 45-52 TO SOUTH MANNEL AVENUE AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 40 & 41 TO MARIE STREET AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 52 TO LA DANTE STREET AS SHOWN ON SAID MAP.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1, 14, & 15 TO BOESE STREET AS SHOWN ON SAID MAPS.

WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOT 23 TO LACEY STREET AS SHOWN ON SAID MAP

ALL EASEMENTS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

SUMMIT CAPITAL VENTURES, INC. – A CALIFORNIA CORPORATION

GREG Balfanz
Chief Financial Officer

DATE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THESE CERTIFICATES 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 KERN

ON _____ BEFORE ME, _____, A

NOTARY PUBLIC, PERSONALLY APPEARED _____, 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. MY COMMISSION IS IN THE COUNTY OF KERN

SIGNATURE: _____ MY COMMISSION EXPIRES: _____

PRINTED NAME: _____ MY COMMISSION I.D. NO.: _____

RIGHT TO FARM NOTICE

ALL YOUR REAL PROPERTY IS NEAR PROPERTY USED FOR AGRICULTURAL OPERATIONS, YOU MAY BE SUBJECT TO INCONVENIENCES OR DISCOMFORTS ARISING FROM SUCH OPERATIONS ON ANY 24 HOUR BASIS. SAID DISCOMFORTS MAY INCLUDE, BUT NOT BE LIMITED TO EQUIPMENT NOISES, ODORS FROM MANURE OR OTHER CHEMICALS, AND DUST OR SMOKE. THE CITY HAS DETERMINED THAT THE USE OF REAL PROPERTY FOR AGRICULTURAL OPERATIONS IS HIGH PRIORITY AND FAVORED USE TO THE CITY AND KERN COUNTY AND WILL NOT BE CONSIDERED A NUISANCE FOR THOSE INCONVENIENCES OR DISCOMFORTS ARISING FROM AGRICULTURAL OPERATIONS, PROVIDED SUCH OPERATIONS ARE CONSISTENT WITH ACCEPTED CUSTOMS, STANDARDS, AND LAWS.

TRACT 6490 PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF SHAFTER

BEING A DIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT 22-87, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED ON AUGUST 19, 2022 IN DOCUMENT NO. 222128030, KERN COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.B.M. IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

14.79 ACRES 52 LOTS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, STATEMENTS CONSENTING TO THE PREPARATION AND RECORDATION OF THIS MAP HAVE BEEN OMITTED FOR THE FOLLOWING ENTITIES:

NAME	NATURE OF INTEREST
THE UNITED STATES OF AMERICA	WATER PIPELINE EASEMENT PER INSTRUMENT 15322, BOOK 2576, PAGE 59, O.R., RECORDED MARCH 13, 1956
THE UNITED STATES OF AMERICA	WATER PIPELINE EASEMENT PER INSTRUMENT 17472, BOOK 2581, PAGE 194, O.R., RECORDED MARCH 22, 1956
CITY OF SHAFTER	SPECIFIC PLAN FOR ASH STREET BETWEEN S. SHAFTER AVENUE AND CENTRAL VALLEY HIGHWAY PER CITY OF SHAFTER RESOLUTION 704 RECORDED NOVEMBER 10, 1982 IN INSTRUMENT 182048065, KCOR.
CITY OF SHAFTER	EASEMENT FOR STREET AND PUBLIC UTILITY PURPOSES PER INSTRUMENT 0207040832 O.R., RECORDED FEBRUARY 21, 2007
VINTAGE PETROLEUM, LLC, A DELAWARE LIMITED LIABILITY COMPANY	OIL, GAS AND MINERAL LEASE (SHORT FORM) PER INSTRUMENT 211022832 O.R., RECORDED FEBRUARY 18, 2011
VINTAGE PETROLEUM, LLC, A DELAWARE LIMITED LIABILITY COMPANY	OIL, GAS AND MINERAL LEASE (SHORT FORM) PER INSTRUMENT 211022835 O.R., RECORDED FEBRUARY 18, 2011
D. MARK FRANZ AND SUSANNE J FRANZ, TRUSTEES OF THE FRANZ 2004 LIVING TRUST, DATED FEBRUARY 11, 2004, AS TO 1/3 INTEREST; AND BOB A. WIEBE AND SHARON E. WIEBE, HW J/T AS TO 1/3 INTEREST, AS TO 1/2 MINERAL RIGHTS	MINERAL RIGHTS HOLDER PER DOCUMENT RECORDED OCTOBER 29, 1999 AS DOCUMENT NO. 0199156901 O.R.

CHRISTOPHER F. BOESE AND ELIZABETH H. BOESE, THE HEIRS AND DEWISEES OF THE ESTATE OF HELEN H. BOESE, DECEASED, AS TO 1/2 MINERAL RIGHTS

MINERAL RIGHTS HOLDER PER DOCUMENT RECORDED MARCH 14, 1989 IN BOOK 6217, PAGE 934 O.R.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF SHAFTER HEREBY ORDERS THAT THE MAP OF TRACT NO. 6490 PHASE 1, IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSES FOR WHICH THE SAME ARE OFFERED, THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF SHAFTER, AND THAT THOSE STREETS AND EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED. IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP, THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF SHAFTER.

I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHAFTER AT A MEETING HELD

YAZMINA PALLARES, CITY CLERK
CITY OF SHAFTER

DATE

NOTICE

A PRELIMINARY SOILS REPORT PREPARED BY KRAZAN AND ASSOCIATES, INC., DATED OCTOBER 25, 2005, UNDER THE SIGNATURE OF DAVID R. JAROSZ II R.C.E. 60185, AND UPDATED MAY 31, 2019 AND AUGUST 24, 2021 UNDER THE SIGNATURE OF RYAN K. PRIVETT, R.C.E. 59372 IS ON FILE IN THE OFFICE OF THE CITY BUILDING OFFICIAL.

LICENSED SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SUMMIT CAPITAL VENTURES, INC., A CORPORATION OF CALIFORNIA, IN NOVEMBER OF 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR FROM THE RECORDATION OF THIS MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

JASON VANCUREN
L.S. 7439

DATE



ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

- CITY OF SHAFTER STREET AND PUBLIC UTILITY EASEMENT PER DOCUMENT NO. 207040832, RECORDED FEBRUARY 21, 2007, KERN COUNTY OFFICIAL RECORDS.
- 30' WIDE PUBLIC ACCESS EASEMENT PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED FEBRUARY 11, 1913 IN THE OFFICE OF THE KERN COUNTY RECORDER.

CITY SURVEYOR'S STATEMENT

I, ROLLAND J. VAN DE VALK, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

ROLLAND J. VAN DE VALK, P.L.S. 7214
CITY SURVEYOR, CITY OF SHAFTER

DATE



CITY ENGINEER'S STATEMENT

I, KEVIN L. HARMON, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE SHAFTER MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

KEVIN L. HARMON, R.C.E. 54800, EXP. 12/31/23
CITY ENGINEER, CITY OF SHAFTER

DATE



PLANNING DIRECTOR'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE TRACT MAP AND ANY APPLICABLE EXTENSIONS THEREOF AT THEIR MEETING HELD ON MAY 5, 2005. THE SUBDIVISION AS SHOWN ON THE FINAL MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE CITY COUNCIL.

STEVE ESSELMAN
PLANNING DIRECTOR, CITY OF SHAFTER

DATE

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ .M., IN
BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF SAN JOAQUIN
ENGINEERING, INC.

LAURA AVILA
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

TRACT 6490 PHASE 1

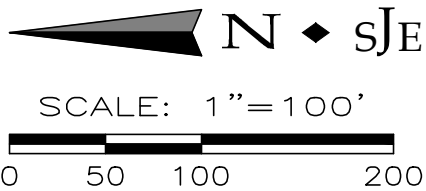
CONSISTING OF 4 SHEETS IN THE CITY OF SHAFTER

BEING A DIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT 22-87, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED ON AUGUST 19, 2022 IN DOCUMENT NO. 222128030, KERN COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.B.M. IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

14.79 ACRES 52 LOTS

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 88°35'42" E	34.00'
L2	S 43°35'42" E	28.28'
L3	S 88°35'42" E	83.60'
L4	N 46°24'18" E	23.20'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S 88°35'42" E	52.00'
L6	S 01°24'18" W	34.90'
L7	S 01°24'18" W	34.25'
L8	N 01°24'18" E	7.86'



SOUTHWEST CORNER OF LOT 9, SECTION 14, T28S, R25E. FD. KCS CONC. MONUMENT MARKED FOR SALES LOT CORNER PER MAP 7-1 FILED IN BK 7 AT PG 74 IN THE OFFICE OF THE KERN COUNTY SURVEYOR

PARCEL A, LLA 21-84
DOCUMENT #222029112

PARCEL B, LLA 21-84
DOCUMENT #222029112

PARCEL C,
LLA 21-84
DOCUMENT
#222029112

SOUTHEAST CORNER OF SALES LOT 1. FD. CONCRETE MONUMENT WITH BRASS CAP STAMPED "RCE 23042" PER PARCEL MAP NO. 10276 FILED IN P.M.B. 47 AT PG. 177 IN THE OFFICE OF THE KERN COUNTY RECORDER.

45' WATERLINE EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA PER BOOK 2581, PAGE 194, O.R.

EAST LOS ANGELES AVENUE

45' WIDE WATERLINE EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA PER BOOK 2576, PAGE 59, O.R.

STATE HIGHWAY 43
STREET AND PUBLIC UTILITY EASEMENT PER DOCUMENT 0207040834, RECORDED FEBRUARY 21, 2007
SALES LOT CORNER, FD. CONC. MONT. IN LAMPHOLE TAGGED 'RE 4731' PER MAP 7-1 FILED IN BK 7 AT PAGE 74 IN THE OFFICE OF THE KERN COUNTY SURVEYOR.

EAST ASH AVENUE

DESIGNATED REMAINDER
14.63 ACRES

PHASE 1 TRACT BOUNDARY

38' WIDE EASEMENT IN FAVOR OF THE CITY OF SHAFTER PER INSTRUMENT 0207040832, O.R.

34' WIDE EASEMENT IN FAVOR OF THE CITY OF SHAFTER PER INSTRUMENT 0207040832, O.R.

NORTHWEST CORNER OF SALES LOT 13. NO MONUMENT FOUND.

PARCEL 1
PARCEL MAP NO. 10996
P.M. BOOK 53, PAGE 179

FOUND 6" CONC. MONT. IN LAMPHOLE WITH BRASS CAP STAMPED "RCE 33448" PER PARCEL MAP 10996, P.M. BK. 53, PG. 179

PARCEL 2
PARCEL MAP NO. 10996
P.M. BOOK 53, PAGE 179

FOUND 6" CONC. MONT. IN LAMPHOLE WITH BRASS CAP STAMPED "RCE 33448" PER PARCEL MAP 10996, P.M. BK. 53, PG. 179.

6" CONC. MONT. IN LAMPHOLE WITH BRASS CAP STAMPED "RCE 33448" PER PARCEL MAP 10996, P.M. BK. 53, PG. 179.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

- CITY OF SHAFTER STREET AND PUBLIC UTILITY EASEMENT PER DOCUMENT #207040832, RECORDED FEBRUARY 21, 2007, KERN COUNTY OFFICIAL RECORDS.
- 30' WIDE PUBLIC ACCESS EASEMENT PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED FEBRUARY 11, 1913 IN THE OFFICE OF THE KERN COUNTY RECORDER.

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT w/BRASS CAP MARKED L.S. 7439 IN MONUMENT ENCASEMENT
- SET 2" IRON PIPE TAGGED L.S. 7439
- P.U.E. PUBLIC UTILITIES EASEMENT
- W.F.E. WALL FOOTING EASEMENT
- P.E. PEDESTRIAN EASEMENT
- //// WAIVER OF DIRECT ACCESS
- () RECORD PER PARCEL MAP 10996, P.M.B. 53, PG. 178, O.R.
- < > RECORD PER LOT LINE ADJUSTMENT 22-87, RECORDED AUGUST 19, 2022, INST. NO. 222128030, O.R.
- ◇ SET TAG MARKED L.S. 7439 ON LOT SIDE FACE OF WALL AT THE INTERSECTION OF LOT SIDELINE AND LOT SIDE FACE OF WALL.

BASIS OF BEARING

THE BEARING OF S 1°25'27" W FOR THE CENTERLINE OF BIRCH STREET AS SHOWN ON PARCEL MAP NO. 10996, RECORDED IN PARCEL MAP BOOK 53, PAGES 179 AND 178 WAS USED AS THE BASIS OF BEARING FOR THIS MAP.

NOTES

- THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- A 1/2" DIAMETER REBAR WITH A PLASTIC CAP MARKED L.S. 7439 WILL BE SET AT ALL REAR LOT CORNERS. A PENNY BRASS TAG MARKED L.S. 7439 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY FROM ALL FRONT CORNERS.
- IF DURING GRADING OR CONSTRUCTION, ANY PLUGGED, ABANDONED, OR UNRECORDED OIL OR GAS WELLS ARE UNCOVERED OR DAMAGED, THE DEPARTMENT OF CONSERVATION/DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES (DOGGR) SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.
- IF ANY WATER WELLS ARE LOCATED WITHIN THE DEVELOPMENT OR DISCOVERED DURING EXCAVATION OR GRADING, THE KERN COUNTY ENVIRONMENTAL HEALTH SERVICES DEPARTMENT MUST BE CONTACTED TO OBTAIN INFORMATION FOR THE PROPER PERMITTING AND DESTRUCTION PROCEDURES.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____,
AT _____ .M., IN BOOK _____ OF MAPS, AT PAGE _____,
AT THE REQUEST OF SAN JOAQUIN ENGINEERING, INC.

LAURA AVILA
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

TRACT 6490 PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF SHAFTER

BEING A DIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT 22-87, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED ON AUGUST 19, 2022 IN DOCUMENT NO. 222128030, KERN COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.B.M. IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

14.79 ACRES

52 LOTS

EASEMENT TABLE

- <A> 45' WATERLINE EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA PER BOOK 2576, PAGE 59, O.R.
- 45' WATERLINE EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA PER BOOK 2581, PAGE 194, O.R.

LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 6" CONCRETE MONUMENT w/BRASS CAP MARKED L.S. 7439 IN MONUMENT ENCASEMENT
- SET 2" IRON PIPE TAGGED L.S. 7439
- P.U.E. PUBLIC UTILITIES EASEMENT
- W.F.E. WALL FOOTING EASEMENT
- P.E. PEDESTRIAN EASEMENT
- ////// WAIVER OF DIRECT ACCESS
- () RECORD PER PARCEL MAP 10996, P.M.B. 53, PG. 178, O.R.
- < > RECORD PER LOT LINE ADJUSTMENT 22-87, RECORDED AUGUST 19, 2022, INST. NO. 222128030, O.R.
- ◇ SET TAG MARKED L.S. 7439 ON LOT SIDE FACE OF WALL AT THE INTERSECTION OF LOT SIDELINE AND LOT SIDE FACE OF WALL.

BASIS OF BEARING

THE BEARING OF S 1°25'27" W FOR THE CENTERLINE OF BIRCH STREET AS SHOWN ON PARCEL MAP NO. 10996, RECORDED IN PARCEL MAP BOOK 53, PAGES 179 AND 178 WAS USED AS THE BASIS OF BEARING FOR THIS MAP.

NOTES

- THE DISTINCTIVE BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- A 1/2" DIAMETER REBAR WITH A PLASTIC CAP MARKED L.S. 7439 WILL BE SET AT ALL REAR LOT CORNERS. A PENNY BRASS TAG MARKED L.S. 7439 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY FROM ALL FRONT CORNERS.
- IF DURING GRADING OR CONSTRUCTION, ANY PLUGGED, ABANDONED, OR UNRECORDED OIL OR GAS WELLS ARE UNCOVERED OR DAMAGED, THE DEPARTMENT OF CONSERVATION/DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES (DOGGR) SHALL BE CONTACTED TO INSPECT AND APPROVE ANY REMEDIATION REQUIRED.
- IF ANY WATER WELLS ARE LOCATED WITHIN THE DEVELOPMENT OR DISCOVERED DURING EXCAVATION OR GRADING, THE KERN COUNTY ENVIRONMENTAL HEALTH SERVICES DEPARTMENT MUST BE CONTACTED TO OBTAIN INFORMATION FOR THE PROPER PERMITTING AND DESTRUCTION PROCEDURES.

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENTS WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

- CITY OF SHAFTER STREET AND PUBLIC UTILITY EASEMENT PER DOCUMENT #207040832, RECORDED FEBRUARY 21, 2007, KERN COUNTY OFFICIAL RECORDS.
- 30' WIDE PUBLIC ACCESS EASEMENT PER SALES MAP OF LANDS OF KERN COUNTY LAND COMPANY FILED FEBRUARY 11, 1913 IN THE OFFICE OF THE KERN COUNTY RECORDER.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____,
AT _____ .M., IN BOOK _____ OF MAPS, AT PAGE _____,
AT THE REQUEST OF SAN JOAQUIN ENGINEERING, INC.

LAURA AVILA
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

SEE SHEET 2 FOR SURVEY INFORMATION

SHEET 3 OF 4

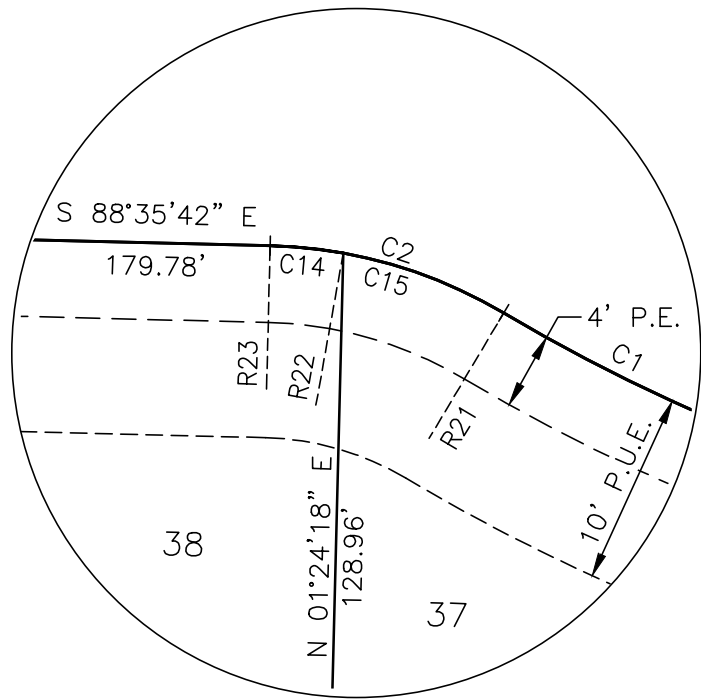
TRACT 6490 PHASE 1

CONSISTING OF 4 SHEETS IN THE CITY OF SHAFTER

BEING A DIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT 22-87, AS EVIDENCED BY A CERTIFICATE OF COMPLIANCE RECORDED ON AUGUST 19, 2022 IN DOCUMENT NO. 222128030, KERN COUNTY OFFICIAL RECORDS, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 SOUTH, RANGE 25 EAST, M.D.B.M. IN THE CITY OF SHAFTER, COUNTY OF KERN, STATE OF CALIFORNIA.

14.79 ACRES

52 LOTS



DETAIL A

N.T.S.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 88°35'42" E	34.00'
L2	S 43°35'42" E	28.28'
L3	S 88°35'42" E	83.60'
L4	N 46°24'18" E	23.20'
L5	S 88°35'42" E	52.00'
L6	S 01°24'18" W	34.90'
L7	S 01°24'18" W	34.25'
L8	N 01°24'18" E	7.86'
L9	S 01°24'18" W	6.57'
L10	N 43°49'37" W	28.39'

LINE TABLE		
LINE	BEARING	LENGTH
L11	S 46°10'23" W	28.40'
L12	N 43°49'37" W	28.17'
L13	S 43°35'42" E	23.20'
L14 RAD	S 88°35'42" E	15.00'
L15	N 46°24'18" E	28.28'
L16	N 01°24'18" E	3.80'
L17	S 88°35'42" E	16.51'

CURVE TABLE				
CURVE	LENGTH	DELTA	RADIUS	TAN
C1	238.71'	148°39'51"	92.00'	328.01'
C2	12.80'	29°19'56"	25.00'	6.54'
C3	39.27'	90°00'00"	25.00'	25.00'
C4	20.58'	47°09'23"	25.00'	10.91'
C5	239.38'	274°18'46"	50.00'	46.37'
C6	20.74'	12°54'58"	92.00'	10.41'
C7	53.50'	33°19'07"	92.00'	27.53'
C8	48.01'	29°53'53"	92.00'	24.56'
C9	47.25'	29°25'41"	92.00'	24.16'
C10	63.49'	39°32'35"	92.00'	33.07'

CURVE TABLE				
CURVE	LENGTH	DELTA	RADIUS	TAN
C11	5.72'	3°33'38"	92.00'	2.86'
C12	35.64'	40°50'28"	50.00'	18.62'
C13	84.05'	96°18'55"	50.00'	55.84'
C14	3.83'	8°46'39"	25.00'	1.92'
C15	8.97'	20°33'17"	25.00'	4.53'
C16	61.66'	38°24'01"	92.00'	32.04'
C17	40.10'	24°58'20"	92.00'	20.37'
C18	42.71'	26°36'06"	92.00'	21.75'
C19	40.25'	25°03'53"	92.00'	20.45'
C20	53.99'	33°37'31"	92.00'	27.80'

RADIAL TABLE	
RADIAL	BEARING
R1	N 01°24'18" E
R2	N 27°55'38" W
R3	N 15°00'40" W
R4	S 62°57'40" E
R5	S 59°15'47" E
R6	S 88°35'42" E
R7	S 01°24'18" W
R8	S 45°45'05" E
R9	S 04°54'38" E
R10	S 07°43'13" W

RADIAL TABLE	
RADIAL	BEARING
R11	N 48°33'40" E
R12	N 01°24'18" E
R13	N 88°35'42" W
R14	S 01°24'18" W
R15	S 01°24'18" W
R16	S 88°35'42" E
R17	N 88°35'42" W
R18	S 62°04'22" W
R19	N 84°18'07" W
R20	S 07°39'48" E

RADIAL TABLE	
RADIAL	BEARING
R21	N 30°44'13" E
R22	N 10°10'56" E
R23	N 01°24'18" E

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____,
AT _____ .M., IN BOOK _____ OF MAPS, AT PAGE _____,
AT THE REQUEST OF SAN JOAQUIN ENGINEERING, INC.

LAURA AVILA _____ BY: _____
KERN COUNTY ASSESSOR/RECORDER _____ DEPUTY RECORDER _____



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: David Franz, Education Partnership Director

SUBJECT: APPROVAL OF PROPOSED SHAFTER POSTCARD MURAL
DESIGN TO BE ADDED AT THE NORTH-FACING WALL OF THE
GAF ROOM AT THE SHAFTER LIBRARY & LEARNING CENTER

RECOMMENDATION

Council find the action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines; and approve proposed mural design to be added to the north-facing wall of the GAF Room at the Shafter Library & Learning Center, 236 James Street.

BACKGROUND

The City of Shafter owns the Shafter Library & Learning Center land and improvements at 236 James Street. The Friends of the Shafter Library have proposed donating a postcard style mural on the north-facing wall of the stand-alone classroom building, the "GAF Room." The proposed design was created by Lorena Castillo, who has painted several other murals in an around the Shafter Library & Learning Center, including two murals on the south-facing wall of the same building and the "Have Dreams" mural on a north-facing wall at the La Hacienda grocery store. If approved, the Friends of the Shafter Library will hire Castillo to paint this mural. Events will be scheduled with the Shafter Library & Learning Center to allow the public to participate in the creation of the mural. Participation will be open to all residents and recruitment will be broad and inclusive.

ANALYSIS

The proposed design (attached) includes a postcard to read "Greetings from Shafter CA." (the word "from" will be added to the attached design) with community scenes painted in the letters of Shafter, and images of cotton plants, grapes, and potatoes. There is a 3'6" by 5' gap on the upper left side of the design, which is to work around an existing air conditioning unit.

The Mural Committee, consisting of Mayor Pro Tem Prout and Councilmember Alvarado, met with the Director of Education Partnership, David Franz, and Katie Wiebe, representing the Friends of the Shafter Library, on August 30, 2023. The Code indicates that murals should be "pictorial only" and not include "wording, signs, or other forms of advertising," however, the Committee concluded that the words, in this case, were to facilitate images of the community and consistent with the Code's criteria that

APPROVAL OF PROPOSED SHAFTER POSTCARD MURAL DESIGN TO BE ADDED AT THE NORTH-FACING WALL OF THE GAF ROOM AT THE SHAFTER LIBRARY & LEARNING CENTER

murals should "reflect the life and growth of Shafter and its surrounding environs." After reviewing the proposed design, the Mural Committee determined that the artwork met the criteria of Municipal Code Chapter 15.51 (Murals) and recommended bringing it to Council for approval.

Municipal Code Section 15.51.050.B.2 requires the City and the building owner to enter into an agreement for the long-term maintenance of a mural. In this case, however, the City is the building owner and so this requirement is redundant.

FISCAL IMPACT

The project will be paid for by Friends of the Library donations. Future maintenance can be covered by the regular operating budget. The budget action is required.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of a mural design and therefore, it is organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ALTERNATIVES

The City Council could deny the proposed action and/or request changes to the proposed design. This would delay the project and is not recommended.

NEXT STEPS

Upon approval, the Friends of the Library will be notified of the approval and work on the mural, including public participation, will be scheduled for the fall.

ATTACHMENTS

1. Proposed Design



AC Unit 3'6" x 5"





CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Michael James, Public Works Director

SUBJECT: APPROVAL OF RESOLUTION APPROVING PARTICIPATION IN
THE URBAN GREENING EMISSION REDUCTION PROGRAM

RECOMMENDATION

Council find action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; and adopt Resolution 2943, a Resolution of the City Council of the City of Shafter approving participation in the Urban Greening Emission Reduction Program.

BACKGROUND

State of California Assembly Bill 617 (AB 617) requires the California Air Resources Board (CARB) and air districts to develop and implement additional emissions reporting, monitoring, reduction plans, and measures to reduce air pollution exposure in disadvantaged communities. In 2018, South Central Fresno and the City of Shafter were the first Valley communities selected by CARB for the investment of additional resources under AB 617. Since then, the Shafter Community Steering Committee (CSC) has been responsible for advising the San Joaquin Valley Air Pollution Control District (District) on its development of the Community Air Monitoring Plan (Monitoring Plan) and Community Emission Reduction Program (CERP). City leaders and staff have been very active and engaged as CSC members.

A CSC subcommittee on the vegetative barriers and urban greening measures has expressed strong interest in providing funding to support an Urban Greening measure, which led to \$50,000 in funding available for the Urban Greening Emission Reduction Program for projects within the Shafter AB 617 Community. The District recently provided the Public Works Department with an Urban Green Program Request for Proposals, which includes a project application. The Department Director then collaborated with the Tree Foundation of Kern, a Bakersfield-based non-profit organization focused on urban and community forestry initiatives, on a potential project of planting trees at Shafter parks, buildings, and streetscapes.

ANALYSIS

The draft City project application requests a maximum of \$50,000 in funding available to purchase and plant up to 50 trees. The tree planting locations listed are as follows:

1. Veterans Park

APPROVAL OF RESOLUTION APPROVING PARTICIPATION IN THE URBAN GREENING EMISSION REDUCTION PROGRAM

2. Mannel Park
3. City Hall
4. Lerdo Highway Streetscape
5. Shafter Library and Learning Center
6. Shafter Animal Control Facility

The tree species list is based on the Tree Foundation of Kern recommendations for specific locations to ensure sustainability and the maximum visual and environmental benefit.

The application process requires a Council resolution approving grant project funding through the Urban Greening Emission Reduction Program and appointing the City staff signatory for the application and all project-related documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the project. The typical staff member assigned this role is the City Manager.

FISCAL IMPACT

Budget action is not required at this time. However, should grant funding be awarded, budget action will be required to cover both project expenditures and grant funding reimbursement revenues.

CEQA ANALYSIS

The action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines because the action is approval of a resolution to participate in the urban greening emissions reduction program and therefore, it is organizational and administrative activity that will not result in direct or indirect physical changes to the environment and not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ALTERNATIVES

The Council can approve the resolution but direct staff to propose additional or alternative tree planting locations listed in the grant application.

NEXT STEPS

Upon the resolution being adopted, Staff will complete the Urban Greening project application. Updates and additional Council action will be presented at a future meeting.

ATTACHMENTS

1. Resolution 2943

RESOLUTION NO. 2943

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHAFTER APPROVING PARTICIPATION IN THE URBAN GREENING EMISSION REDUCTION PROGRAM

WHEREAS, Assembly Bill 617 (AB 617) requires the California Air Resources Board (CARB) and air districts to develop and implement additional emissions reporting, monitoring, reduction plans and measures in an effort to reduce air pollution exposure in disadvantaged communities. Given that 20 of the 30 most disadvantaged communities in California are in the San Joaquin Valley, this process is expected to bring additional clean air resources and strategies to many Valley communities;

WHEREAS, the San Joaquin Valley Air Pollution Control District (District) actively participates with and is facilitating full engagement of all sectors within each of the San Joaquin Valley's disadvantaged communities through meaningful and effective implementation of AB 617; and

WHEREAS, in 2018, South Central Fresno and the City of Shafter were the first Valley communities selected by CARB for the investment of additional resources under AB 617; and

WHEREAS, the Shafter Community Steering Committee (CSC) is a special committee that will be responsible for advising the San Joaquin Valley Air District's development of the Community Air Monitoring Plan (Monitoring Plan) and Community Emission Reduction Program (CERP) under AB 617; and

WHEREAS, the Urban Greening Emission Reduction Program is a part of California Climate Investments (CCI), a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas (GHG) emissions, strengthening the economy, and improving public health and the environment, particularly in disadvantaged communities.; and

WHEREAS, Urban Greening projects will use natural solutions to improve air quality and public health, while enhancing a community with drought tolerant and low maintenance greenery. While the main benefit of Urban Greening projects is GHG reductions, the projects can also reduce criteria air pollutant (CAP) emissions. Certain species of trees can help further decrease particulate matter (PM) and oxides of nitrogen (NOx) emissions when strategically planted in a community.

WHEREAS, the Shafter CSC subcommittee for the vegetative barriers and urban greening measures, the subcommittee had expressed strong interest in providing funding to support the Urban Greening measure (UB.1); and

WHEREAS, a request for proposals was developed and modeled after existing plans and resources for similar projects within the State of California and includes feedback received from the CSC to create a program that addresses the unique needs of the community; and

WHEREAS, the total funding available for the Urban Greening Emission Reduction Program is \$50,000 for projects within the Shafter AB 617 Community; and

WHEREAS, qualifying for said funding requires the City Council to approve a submittal of a project proposal and designating a signing authority for the proposal and subsequent documents, including a funding agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Shafter hereby:

1. Approves grant project funding through the Urban Greening Emission Reduction Program.
2. Appoints the City of Shafter City Manager as an agent of the City to execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the project.

PASSED, APPROVED AND ADOPTED this 18th day of September 2023.

Chad Givens, Mayor

ATTEST:

Yazmina Pallares, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney



CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Michael James, Public Works Director

SUBJECT: UPDATE ON NORTH SHAFTER COMMUNITY PARK PROJECT

RECOMMENDATION

There is no recommended action. The item is listed for informational purposes only and City Council feedback.

BACKGROUND

In 2021, the City was awarded a grant through the Statewide Park Program valued at approximately \$3.8 million to design and construct a new community park in the North Shafter area. As awarded, the park will feature playgrounds, shaded picnic areas, exercise stations, on-site parking, a spray park, a multi-purpose outdoor court, and open space. Due to limited staff time and experience with park designs, the Council previously authorized having Wynn-Smith Landscape Architecture develop the plans and specifications for construction bid purposes. Public Works has asked Tim Smith, the president of this firm, to present a project design update presentation to the Council. The current site plan will be among the items included in the presentation.

ANALYSIS

The primary park features requested by North Shafter residents and included with the grant scope of work are all covered in the site plan. Due to escalating construction costs, open space within the planned five-acre site has to be scaled down to ensure costs stay within the grant. However, the additional open space not constructed will still be designed and referenced as a second project phase for a future park expansion.

FISCAL IMPACT

None.

CEQA ANALYSIS

The item is informational only and therefore, there is no discretionary action that triggers California Environmental Quality Act review.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ALTERNATIVES

MANAGEMENT REPORT

None.

NEXT STEPS

Using feedback from the Council, the park site plan can be finalized and the design can proceed with the development of plans and contract documents for construction bidding.

ATTACHMENTS

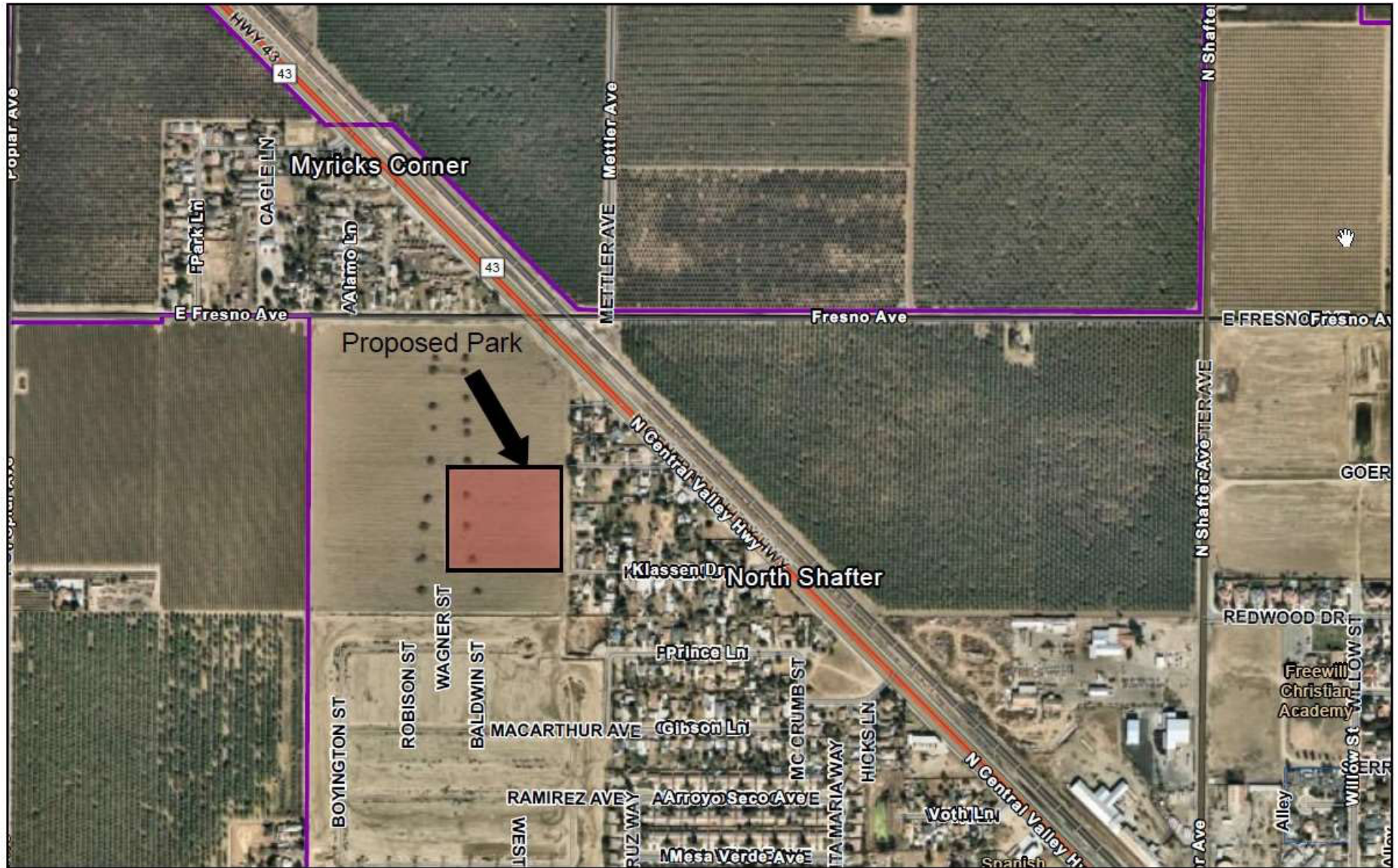
1. North Shafter Community Park Presentation

North Shafter Community Park Presentation

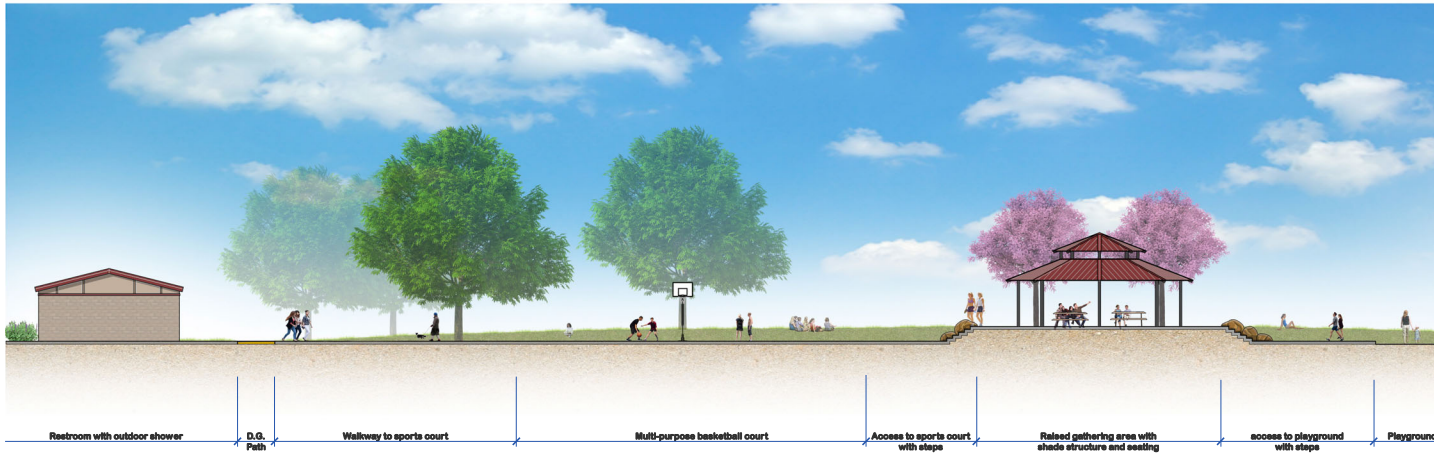
September 18, 2023



North Shafter Community Park Site







Park South Elevation

1" = 10'-0"



15' x 15' Cantilevered Umbrella by Pacific Play - Model #15158CSU



Gazebo by Polygon - 32' Carmel Clerestory Gazebo



Trash Recep. by KRC - Model# IVTR



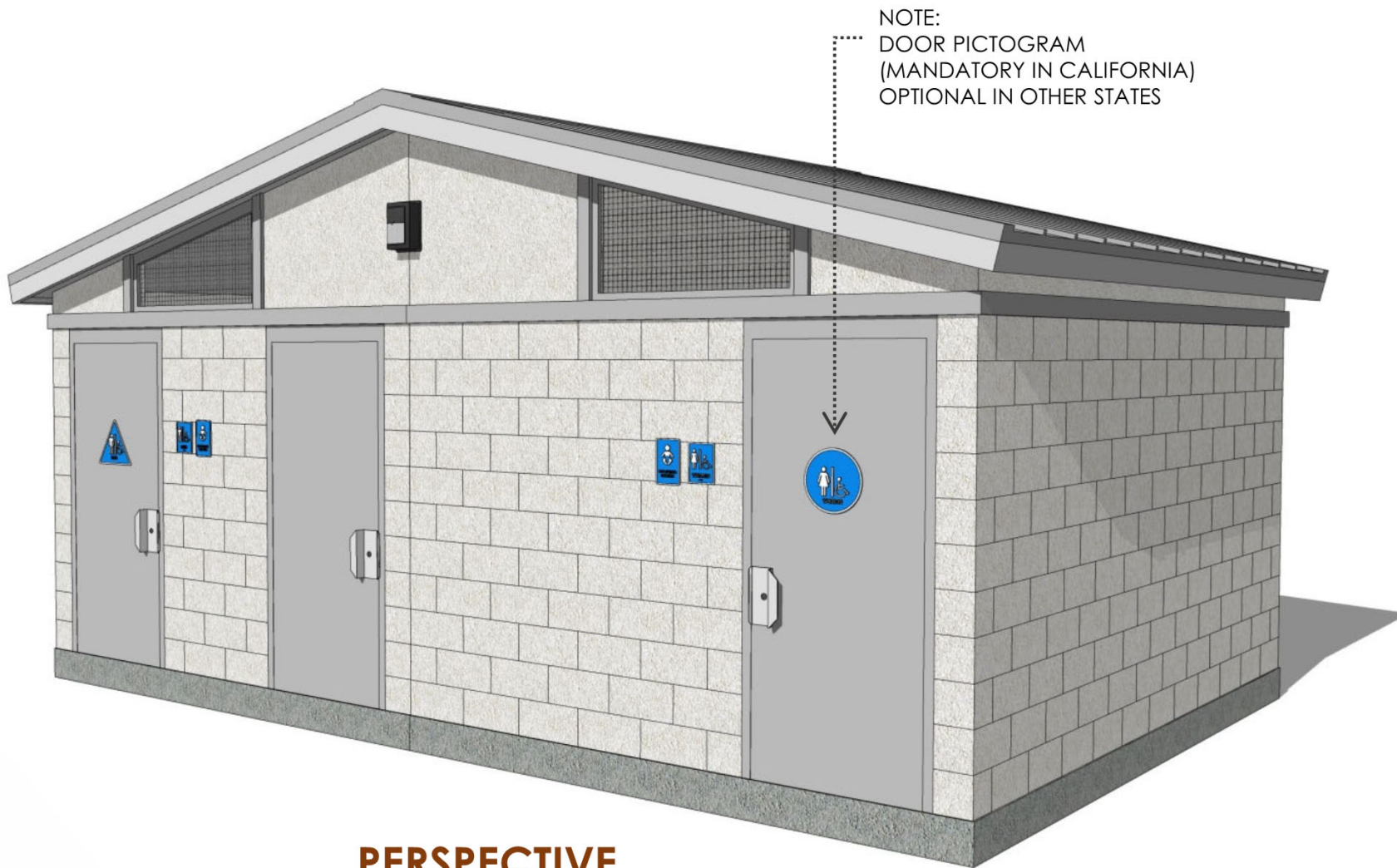
Bike Rack by Wausau - Model# MF9018



Bench by Kings River Casting - 67 L Riverstone Bench



Picnic Table by Wausau - Model # TF3225



NOTE:
DOOR PICTOGRAM
(MANDATORY IN CALIFORNIA)
OPTIONAL IN OTHER STATES

PERSPECTIVE

(FINISHES SUBJECT TO CHANGE)



Pet Waste Station by Dog Water Depot - SKU: DEPOT-006-B-GRN



Drinking Fountain by Most Dependable Fountains
Model #. 440 SM

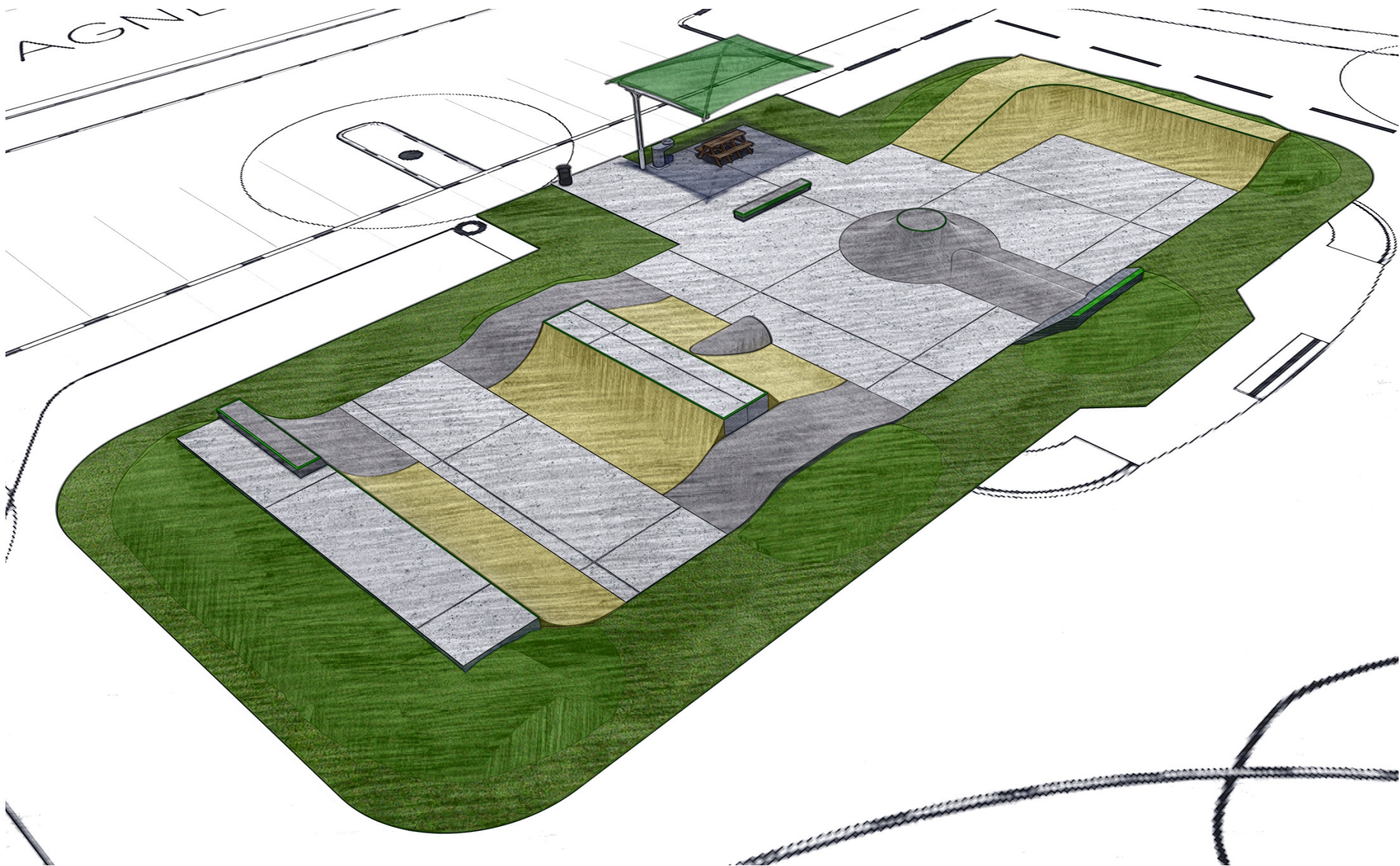
PRC Restroom with Outdoor Shower - Model # SP-132-2M



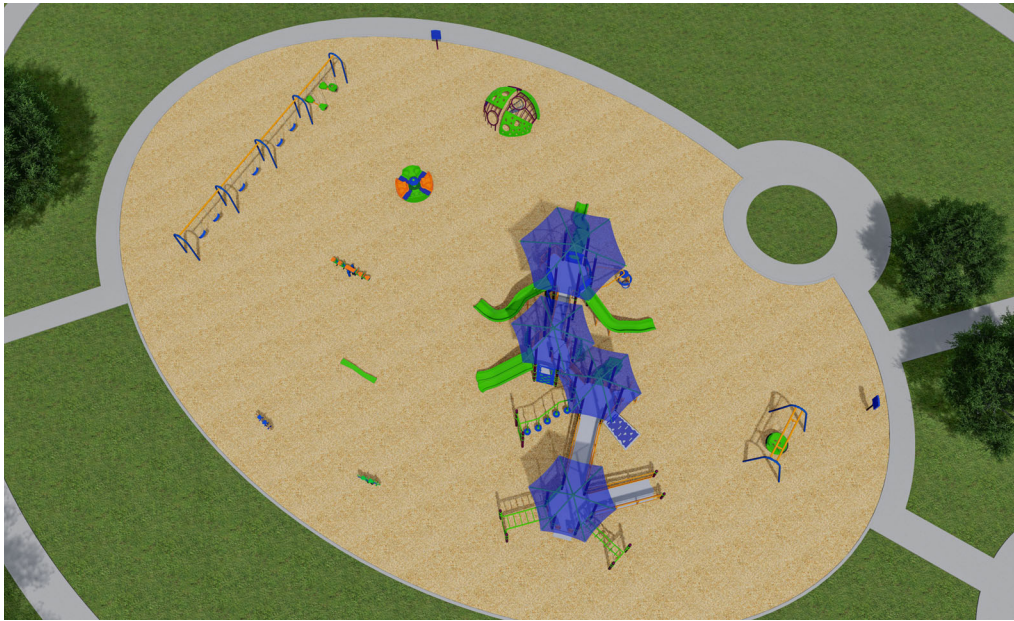
PROJECT
NORTH SHAFTER COMMUNITY PARK

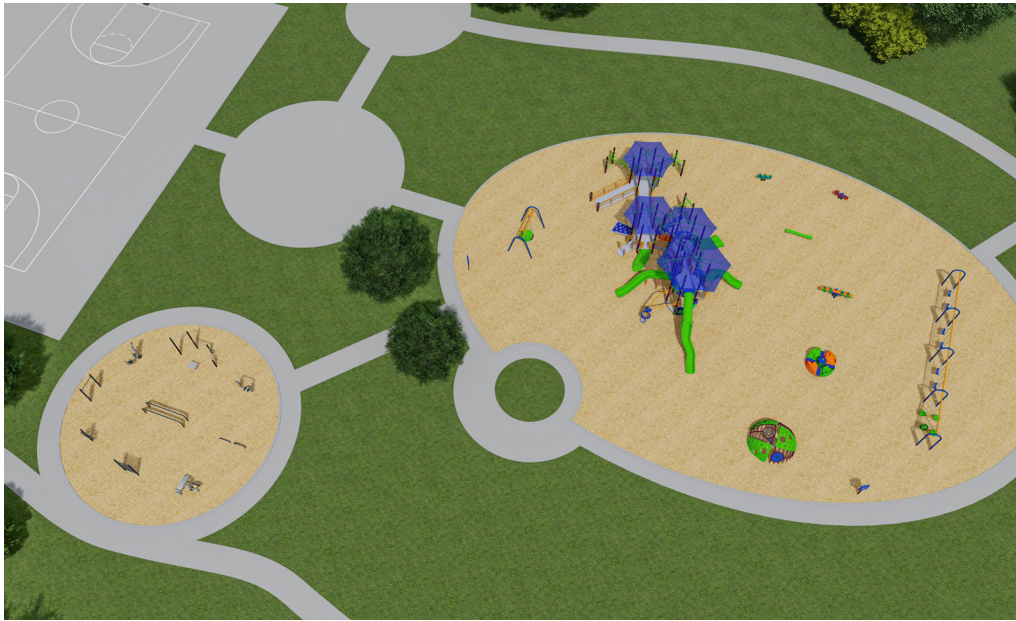
CATEGORY
Conceptual Design
SEPTEMBER 18, 2023

SUBJECT
Site Furnishing and Structures











CITY OF SHAFTER CITY COUNCIL REPORT

MEETING DATE: September 18, 2023

FROM: Gabriel A. Gonzalez, City Manager

PREPARED BY: Alex Gonzalez, Deputy Public Works Director

SUBJECT: AWARD ST00032 - 7TH STANDARD #2 LANE
RECONSTRUCTION FRIANT KERN CANAL TO ZACHARY AVE.
STPL 5281(034) TO GRIFFITH COMPANY IN THE AMOUNT OF
\$762,343

RECOMMENDATION

Council find the action is not defined as a “project” per Section 15378(b)(5) of the CEQA Guidelines; accept the bids received for Capital Improvement Program (CIP) Project #ST00032 - 7th Standard #2 Lane Reconstruction - Friant Kern Canal to Zachary Ave. STPL 5281(034); authorize the Deputy Public Works Director to issue a Notice of Award and Notice to Proceed for said project to Griffith Company for a contract amount of \$762,343.00; and authorize a budget appropriation of \$50,000 TDA funds to increase the CIP project budget 825,000.

BACKGROUND

The Council previously authorized staff to release Capital Improvement Program Project #ST00032, 7th Standard #2 Lane Reconstruction - Friant Kern Canal to Zachary Ave. STPL 5281(034), for formal bidding. The bid process was later completed, with four (4) bids received and publicly opened on August 25, 2023. The confirmed bid results are as follows:

Company Name	Bid Amount
Griffith Company	\$762,343.00
Bowman Asphalt, Inc.	\$790,045.00
Granite Construction Company	\$876,491.00
Burtch Construction	\$991,000.00

ANALYSIS

The Council previously authorized staff to release Capital Improvement Program Project #ST00032, 7th Standard #2 Lane Reconstruction - Friant Kern Canal to Zachary Ave. STPL 5281(034), for formal bidding. The bid process was later completed, with four (4) bids received and publicly opened on August 25, 2023. The

MANAGEMENT REPORT

AWARD ST00032 - 7TH STANDARD #2 LANE RECONSTRUCTION FRIANT KERN CANAL TO ZACHARY AVE. STPL 5281(034) TO GRIFFITH COMPANY IN THE AMOUNT OF \$762,343

confirmed bid results are as follows:

Griffith Company submitted the lowest responsive bid of \$762,343.00. They have completed several street and pavement improvement projects within the City, the most recent being the reconstruction of Lerdo Highway between Shafter Avenue and Valley Street. Their bid aligned with the Engineer's Estimate for the project. An appropriate budget for their bid plus a five-percent (5%) contingency and contracted engineering support costs is \$825,000.

FISCAL IMPACT

Capital Improvement Program Project ST00032 has \$775,000 in funding this fiscal year dedicated to this project, which includes \$538,000 in Federal funds allocated through the Regional Surface Transportation Program (RSTP) plus a local match of \$237,000 from the State Transportation Development Act (TDA) funds. Covering the suggested budget of \$825,000 could be met with a budget appropriation of \$50,000 in additional TDA funds.

CEQA ANALYSIS

The action is not defined as a "project" per Section 15378(b)(5) of the CEQA Guidelines, because the action is the award of a contract for a project that has already been environmentally cleared, and therefore, it is a governmental fiscal activity that does not involve any commitment to a specific project that can result in a potentially significant impact and is not subject to CEQA.

APPROVED BY THE CITY ATTORNEY

Not Applicable

ALTERNATIVES

RSTP funds allocated to this project have specific project timelines for billing and completion. Delaying the award or rebidding the project could result in the funds being obligated. Also, the funds cannot be used for another project. As such, no alternative action is recommended.

NEXT STEPS

Upon Council approval to proceed, the Deputy Public Works Director will send a Notice of Award to Griffith Company for the project, followed by a Notice to Proceed after a contract is finalized and all other pre-construction requirements have been addressed.

ATTACHMENTS

1. Bid Results - STPL5281(034) - 7th Standard #2 Lane Reconstruction

ST00032 7th Standard #2 Lane Reconstruction Friant Kern Canal to Zachary Ave. - STPL 5281(034)				Griffith Company		Bowman Asphalt, Inc.		Granite Construction Company		Burtch Construction	
A. 7th Standard #2 Lane Reconstruction Friant Kern Canal to Zachary Ave.				Griffith Company		Bowman Asphalt, Inc.		Granite Construction Company		Burtch Construction	
ITEM	DESCRIPTION	QTY	UNITS	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	HOT MIX ASPHALT, 3/4 IN PG64-10	6025	TONS	\$ 99.00	\$ 596,475.00	\$ 95.00	\$ 572,375.00	\$ 102.00	\$ 614,550.00	\$ 115.00	\$ 692,875.00
A2	COLD PLANING 0.25 FT	20640	SY	\$ 2.10	\$ 43,344.00	\$ 2.80	\$ 57,792.00	\$ 2.80	\$ 57,792.00	\$ 3.30	\$ 68,112.00
A3	FULL DEPTH GRIND 0.50 FT	6850	SY	\$ 2.10	\$ 14,385.00	\$ 6.40	\$ 43,840.00	\$ 5.30	\$ 36,305.00	\$ 5.00	\$ 34,250.00
A4	SUBGRADE COMPACTION	6850	SY	\$ 0.74	\$ 5,069.00	\$ 2.40	\$ 16,440.00	\$ 1.20	\$ 8,220.00	\$ 5.00	\$ 34,250.00
A5	FOG SEAL	247400	SF	\$ 0.04	\$ 9,896.00	\$ 0.02	\$ 4,948.00	\$ 0.01	\$ 2,474.00	\$ 0.07	\$ 17,318.00
A6	TRAFFIC SIGNAL LOOPS (ZERKER & ZACHARY)	10	EA	\$ 650.00	\$ 6,500.00	\$ 650.00	\$ 6,500.00	\$ 675.00	\$ 6,750.00	\$ 1,179.00	\$ 11,790.00
A7	TRAFFIC STRIPING	1	LS	\$ 42,952.40	\$ 42,952.40	\$ 30,650.00	\$ 30,650.00	\$ 32,000.00	\$ 32,000.00	\$ 29,790.00	\$ 29,790.00
A8	TRAFFIC CONTROL (FULL PROJECT)	1	LS	\$ 18,000.60	\$ 18,000.60	\$ 17,500.00	\$ 17,500.00	\$ 40,400.00	\$ 40,400.00	\$ 65,000.00	\$ 65,000.00
A9	MOBILIZATION (FULL PROJECT)	1	LS	\$ 25,721.00	\$ 25,721.00	\$ 40,000.00	\$ 40,000.00	\$ 78,000.00	\$ 78,000.00	\$ 37,615.00	\$ 37,615.00
				Total Bid Price	\$ 762,343.00	Total Bid Price	\$ 790,045.00	Total Bid Price	\$ 876,491.00	Total Bid Price	\$ 991,000.00
				Subcontractors		Subcontractors		Subcontractors		Subcontractors	
				Name	Item	Name	Item	Name	Item	Name	Item
				Super Seal & Stripe	Traffic Striping	ABSL Construction	Cold Plane, Full Depth Grind	Super Seal & Stripe	Traffic Striping	Harker Striping & Signage	Traffic Striping
				Global Road Sealing Inc.	Traffic Signal Loops	Global Road Sealing Inc.	Traffic Signal Loops	Global Road Sealing	Traffic Signal Loops	Loop Electric	Minor Concrete
						Super Seal & Stripe	Traffic Striping	Pavement Recycling Systems	Cold Plane, Full Depth Grind		

***All Bids are under Review