

AGENDA PLACEHOLDER

DRAFT

Subject to approval.



MINUTES

**REGULAR CITY COUNCIL MEETING AND JOINT MEETING OF THE CITY
COUNCIL AND THE BOARD OF DIRECTORS OF THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF COTATI**

JUNE 11, 2008

City Council Chambers, City Hall, 201 W. Sierra Avenue

7:00 PM (CITY COUNCIL CHAMBERS)

CALL TO ORDER OF REGULAR CITY COUNCIL MEETING

Mayor Gilardi called the regular meeting to order at 7:00 p.m.

ROLL CALL

Councilmembers present: Fox, Guardino, Minnis, Orchard and Mayor Gilardi
Staff present: Hayes, Lustig, O'Bid, Pianca, Taylor, Thompson

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Gilardi led the pledge of allegiance and called for a moment of silence.

**1. APPROVAL OF MINUTES OF MAY 14, 2008 REGULAR MEETING AND
NOTICE OF WAIVING OF READING OF ALL ORDINANCES INTRODUCED
AND/OR ADOPTED UNDER THIS AGENDA (*Action*)**

This item was approved at the end of the meeting immediately prior to adjournment.

Moved by Councilmember Fox, seconded by Councilmember Minnis and passed unanimously to approve the minutes of the May 14, 2008 Regular meeting and to waive the reading of all resolutions and ordinances introduced and/or adopted under this agenda.

APPROVAL OF FINAL AGENDA

Items 7 and 9 were removed from the agenda.

CITY MANAGER'S REPORT

City Manager Dianne Thompson reported the following:

- A new structure was installed at La Plaza Park on Saturday. The project was a joint effort between Public Works staff and volunteers from the Rohnert Park and Rancho Cotati Rotary Clubs.
- A study session to review the fiscal year 2008-2009 budget is scheduled for June 17.
- Assistant City Attorney Elizabeth Pianca was introduced to Council.

CITIZEN BUSINESS

Andre Morrow of Cotati invited everyone to attend the Cotati Jazz Festival on Saturday, June 14 at La Plaza park.

George Barich of Cotati indicated that the Cotati Municipal Code needs to be updated and should be done at one time rather than one ordinance at a time. He indicated opposition to sole-source purchasing and the state purchasing policy.

David Young of Cotati congratulated Steve Nommsen on his retirement and thanked him for his many years of service.

COUNCILMEMBER DIRECTION ON FUTURE AGENDA ITEMS (*Discussion*)

Discussion ensued regarding conveying well wishes from the City Council to Bob Blanchard, who recently resigned as Santa Rosa's mayor due to health issues. Mayor Gilardi explained that a card had been sent on behalf of the Council.

Council requested that a discussion to adopt the Ahwahnee Principles be scheduled. City Manager Thompson responded that staff has researched the Principles and is prepared to place them on the agenda within the next month.

ORAL AND WRITTEN COMMUNICATIONS

ANNOUNCEMENTS

Mayor Gilardi announced the following:

The Cotati Farmers Market runs Thursdays through September 11, from 4:30 to 7:30 p.m. in La Plaza Park.

The 28th Annual Cotati Jazz Festival will be Saturday June 14 from 12:00 noon to 9:00 p.m. in La Plaza Park; for more information visit www.cotatijazz.com.

SONOMA STATE UNIVERSITY REPRESENTATIVE REPORT

No report.

STUDENT HONORARY MAYOR

Honorary Mayor Rebecca Rugg of El Camino High School was unable to attend the meeting. Mayor Gilardi directed staff to send Rebecca her certificate of commendation.

CONSENT CALENDAR

Council concurred to pull item no. 2 from the consent calendar for discussion.

Mayor Gilardi opened the floor to comments regarding consent calendar items.

There being no one wishing to speak, Mayor Gilardi closed the public comment period.

Moved by Councilmember Orchard, seconded by Vice Mayor Guardino and passed unanimously to approve items 3, 4 and 5 on the Consent Calendar.

2. ADOPTION OF RESOLUTION NO. 08-19 APPROVING AN AGREEMENT WITH THE COUNTY OF SONOMA FOR ELECTION SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT (*Action*)

This item was pulled from the Consent Calendar. Deputy City Clerk Tami Taylor presented the staff report.

Responding to a question regarding whether the County intends to use electronic voting machines, Deputy City Clerk Taylor explained that she understood that the County did not intend to utilize electronic voting equipment other than would be needed for handicapped accessibility; this would be confirmed with the County and the Council informed.

Mayor Gilardi opened the floor to public comment.

There being no one wishing to speak, Mayor Gilardi closed the public comment period and asked for a motion.

Moved by Vice Mayor Guardino, seconded by Councilmember Minnis and passed unanimously to adopt Resolution No. 08-19 approving an agreement between the City of Cotati and the County of Sonoma authorizing the County to provide election services, supplies and equipment to the City for its municipal elections and authorizes the Mayor to execute the agreement.

3. ADOPTION OF RESOLUTION NO. 08-25 APPROVING A REQUEST FOR A ONE-YEAR EXTENSION THE LOVMARK/LAPLANTE TENTATIVE MAP FOR 9020 WATER ROAD (*Action*)

Resolution No. 08-25, recommended by the Department of Community Development, approves a one year extension of the Lovmark/Laplante Tentative Map allowing a 4-lot subdivision on the property located at 9020 Water Road. (P/A #30/03; APN 144-420-001).

4. APPROVAL OF IMPROVEMENT AGREEMENT NO. 3 FOR COTATI COMMONS PHASE II AND THE COOPERATIVE AGREEMENT BETWEEN THE CITY AND CALTRANS AND AUTHORIZATION OF MAYOR TO SIGN THE AGREEMENTS (Action)

This motion, recommended by the City Engineer, 1) Approves the Improvement Agreement No. 3 between the City and Newman Development for Cotati Commons Phase II; 2) Approves the Cooperative Agreement between the City and Caltrans for Improvements to State Highway 116 from Alder Avenue to Redwood Drive; and 3) Authorizes the Mayor to sign the agreements on behalf of the City.

5. APPROVAL OF IMPROVEMENT AGREEMENT NO. 4 FOR COTATI COMMONS PHASE II AND AUTHORIZATION OF MAYOR TO SIGN THE AGREEMENT (Action)

This motion, recommended by the City Engineer, 1) Approves the Improvement Agreement No. 4 between the City and Newman Development for Cotati Commons Phase II; and 2) Authorizes the Mayor to sign the agreement on behalf of the City.

REGULAR AGENDA

6. RECEIVE AND FILE REPORT ON THE CALTRANS HIGHWAY 101 WIDENING PROJECT IMPROVEMENTS WITHIN THE CITY OF COTATI AND ADOPT RESOLUTION NO. 08-24 APPROVING STEPPED-DOWN WALL ON WEST SIERRA AVENUE OVERPASS (Action)

Dianne Thompson, City Manager and Marsha Sue Lustig, Assistant to the City Manager, presented the staff report, including the soundwall designed with a musical motif, tree loss and mitigation, landscaping maintenance, street improvements, and traffic signals proposed by Caltrans for the intersection of Highway 101 and West Sierra Avenue. Ms. Lustig introduced John Maitland with the Sonoma County Transit Authority.

Ms. Lustig responded to questions regarding the proposed signals at Hwy. 101 and West Sierra Avenue, the inclusion of impacts from residents of Sonoma Mountain Village, the proposal for the City of Cotati to maintain landscaping and the impact of the soundwall and freeway noise on nearby residents.

John Maitland responded to a question regarding the likelihood of CalTrans installing dual pane windows, noting that the County has done this, but Caltrans has not and is not likely to, given the number of potential number of residents impacted by the number of miles of highway under Caltrans' jurisdiction. Caltrans' mitigation for sound impacts is to construct a soundwall.

Discussion ensued; it was pointed out that there is no soundwall now with four lanes and the impact would be greater when the number of number of lanes increases from four to six.

Mr. Maitland responded that additional traffic lanes would not increase the sound impact because the measurement is not based on the volume of vehicles; in addition, the paving surface is designed to minimize sound. The sound minimizing aspect of the pavement wears off, but it is not known how long it lasts.

Mayor Gilardi opened the floor to public comments.

Tim Ritter of Cotati asked for a list of trees to be removed.

Steve (last name not discernible) of Cotati expressed concern that the soundwall is proposed to be one foot off his property line. He requests that it be moved farther away from his property line.

Adrian Lauby of Cotati addressed the Council regarding traffic control on West Sierra Avenue, noting that maybe a stop light at the Highway 101 and West Sierra Avenue intersection is needed for pedestrian safety and speed control on West Sierra Avenue.

George Barich of Cotati discussed the impacts of the soundwall and indicated support for the full height soundwall for safety and aesthetic reasons. He noted that at the previously held workshops regarding freeway improvements, citizens favored a Miwok motif for the soundwall. He asked why there was no southbound offramp at West Sierra Avenue.

Robert Coleman-Senghor of Cotati spoke in support of a Miwok motif for the soundwall and encouraged Council to make every effort for sound mitigation on East School Street, which has a wind tunnel effect. He indicated support for the City doing the maintenance of the landscaping, particularly at the northern gateway of Cotati.

Michelle Berman of Cotati spoke in opposition to soundwalls because she believes they are dangerous. She concurred with staff's recommendation to step down the soundwall. She indicated a need for a nice crosswalk at the mobile home park on West Sierra Avenue to permit pedestrians to cross over to the sidewalk.

There being no one else wishing to speak, Mayor Gilardi closed the public comment period.

Ramsey Hissen of Caltrans indicated that Caltran has agreed to move the wall closer to the freeway in the vicinity of Steve's so it is not right up to the right of way. The wall was curved way from the freeway to provide a 'green' zone on the freeway. He indicated that he would meet with the affected property owner who spoke earlier about the proximity of the soundwall. He explained that a southbound onramp for West Sierra Avenue would not comply with Caltrans' engineering standards because the interchange would be too close to the Highway 116 interchange and cause a traffic operational issue.

Discussion ensued regarding Ms. Lustig noted that the City could research opportunities for grants to fund a crosswalk on West Sierra Avenue that would help people move safely from the mobilehome park side to the sidewalk side of the street. She addressed the design discussion that led to a music motif. Regarding the proposed signals at Highway 101 and West Sierra Avenue, Ms. Lustig indicated that City staff has been working with Senator

Migden's and Assemblyman Huffman's offices regarding the issue and the representatives have been helpful in communicating with Caltrans. The City is requesting that Caltrans delay installation of the signals until planned improvements to the Highway 101/Railroad Avenue interchange are completed and traffic analyzed at that time. The planned Railroad Avenue improvements are likely improve traffic flow and pedestrian safety on West Sierra Avenue because there would be an alternate access to Highway 101.

Ms. Lustig responded to further questions regarding irrigation and the tree mitigation plan, explaining that Caltrans policy is to commence mitigation plantings after construction is completed.

Mr. Hissen and Ms. Lustig responded to additional questions regarding the soundwall height. Caltrans will construct a soundwall at a 14-foot height only. It may step up or down at either end; there is no in-between height. Mr. Hissen clarified the decibel range reductions of the various configurations of soundwall, stepped-down soundwall and no soundwall.

Council discussion followed. Council commended staff on their work and the compromises and benefits that have been accomplished and generally support the musical motif.

Councilmember Orchard indicated support for a crosswalk on West Sierra Avenue as well as a possible left turn lane from West Sierra Avenue onto Cypress Avenue.

Mayor Gilardi expressed support for the stepped down soundwall. She acknowledged traffic/pedestrian issues on West Sierra Avenue but indicated that a signal would not help; she noted that the County has future plans to improve the interchange at Railroad Avenue.

Vice Mayor Guardino expressed concern that he might not have enough information regarding the impacts of reducing the soundwall height from 14' to 3'. He asked whether there is a compromise that might reduce the view of cars looking to the freeway and requested additional information about dual pane windows for impacted properties. He indicated support for a motion to receive and file the report but could not support the resolution approving a stepped-down soundwall.

Brief discussion ensued about voting on the soundwall.

Moved by Councilmember Orchard, seconded by Councilmember Minnis and passed unanimously to receive and file the report on the Caltrans Highway 101 widening project improvements within the city of Cotati.

Moved by Councilmember Orchard, seconded by Mayor Gilardi to adopt Resolution No. 08-24 approving a stepped-down wall on West Sierra Avenue overpass. The motion failed 2-3 (Fox, Guardino and Minnis voting no).

The City Council directed staff to reschedule consideration of the soundwall on a future agenda and to include additional information regarding soundwall configuration options and funding for mitigation impact.

ADJOURNMENT OF REGULAR MEETING OF THE CITY COUNCIL AND CALL TO ORDER AND ROLL CALL FOR JOINT MEETING OF CITY COUNCIL AND COMMUNITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS

Mayor Gilardi adjourned the regular meeting and called the joint meeting to order at 8:21 p.m.

Mayor Gilardi announced that items 7 and 9 were removed from the joint meeting agenda.

CONSENT CALENDAR

Mayor Gilardi opened the floor to public comment regarding items on the Joint Consent Calendar.

There being no one wishing to speak, Mayor Gilardi closed the public comment period and called for a motion.

Moved by Councilmember Orchard, seconded by Councilmember Minnis and passed unanimously to adopt item 8 on the Consent Calendar.

7. ADOPTION OF ORDINANCE NO. 816 SUPERSEDING ORDINANCES NO. 575, NO. 584 AND NO. 602 AMENDING THE CITY OF COTATI MUNICIPAL CODE AND ESTABLISHING A CITY PURCHASING PROCEDURE AND AN ALTERNATE PROCEDURE FOR PUBLIC PROJECTS

This item was removed from the agenda.

8. WARRANTS AND AUDITED CLAIMS FOR APRIL 24, 2008 – MAY 28TH, 2008 (Action)

This motion, recommended by the Department of Administrative Services, receives and files warrants and audited claims for April 24, 2008 – May 28th, 2008.

REGULAR AGENDA

9. ADOPTION OF RESOLUTION NO. 08-26 ESTABLISHING A CITY PURCHASING POLICY

This item was removed from the agenda.

ADJOURNMENT OF JOINT MEETING; RECONVENING OF REGULAR MEETING OF CITY COUNCIL

Mayor Gilardi adjourned the joint meeting and reconvened the regular meeting at x p.m.

CITY COUNCIL REPORTS AND COMMENTS

Councilmembers reported on recent and upcoming activities, including reports from meetings attended at City expense.

Mayor Gilardi re-opened the floor for public comments.

Donna Gallagher of Rohnert Park spoke in support for honoring Bob Blanchard at a Council meeting and sending him the minutes to the meeting.

Council discussed recognizing Bob Blanchard by adjourning in his honor. Mayor Gilardi indicated that there were individuals in whose memory she would adjourn the meeting; Bob Blanchard would be recognized at a future meeting.

Michelle Berman of Cotati pointed out that no one will be on the freeways anyway because of the price of gas.

ADJOURNMENT OF REGULAR CITY COUNCIL MEETING

Mayor Gilardi adjourned the meeting at 8:34 p.m. in the memory of Naomi Chang and Daniel Garcia.

Respectfully submitted,

Deputy City Clerk

City Council Agenda Consent Calendar

Subject: Adoption of Resolutions to Set a Public Hearing Date for Establishing Landscaping and Lighting Maintenance Assessment District Rates for the Valparaiso Vista Subdivision, Quail Hollow IV Subdivision, Sommers Subdivision, Macklin I Subdivision, Sierra Meadows Subdivision, Oak Knolls Subdivision, Garden Gate Subdivision, Park Meadows Subdivision, Santero Way Developments, and Altman Acres Subidivison Landscaping and Lighting Maintenance Assessment Districts for Fiscal Year 2008-2009.

Date: June 25, 2008

Written By: Jone Hayes, Director of Adminstrative Services

Recommendations

These ten resolutions, recommended by the Department of Administrative Services, set a Public Hearing date for establishing Landscaping and Lighting Maintenance Assessment District Rates for the 1)Valparaiso Vista Subdivision, 2) Quail Hollow IV Subdivision, 3) Sommers Subdivision, 4) Macklin I Subdivision, 5) Sierra Meadows Subdivision, 6) Oak Knolls Subdivision, 7) Garden Gate Subdivision, 8) Park Meadows Subdivision, 9) Santero Way Developments, and 10) Altman Acres Subdivision Landscaping and Lighting Maintenance Assessment Districts for Fiscal Year 2008-09.

Background

The City of Cotati established assessment districts to pay the maintenance costs of landscaping and lighting in the Valparaiso Vista, Quail Hollow IV, Sommers, Macklin I, Sierra Meadows, Oak Knolls, Garden Gate, Park Meadows, Santero Way Developments, and Altman Acres subdivisions. Under California State law, the City is required to hold a public hearing annually to set the assessment rates for the following year for each assessment district.

Analysis/Discussion

Adoption of the attached resolutions will establish July 9, 2008, as the date for the public hearing to receive oral and written protests to the amount of the Fiscal Year 2008-09 assessments for the maintenance districts.

Financial Considerations

The costs of district services are expected to be paid by district assessments. Because costs to provide services at the current level have increased in prior years and an inflation factor was not built into some of the districts, the City began to subsidize a portion of the costs with contributions from the General Fund in 1998-99. As a result of the FY 02-03 Landscape and Lighting Assessment district balloting and public hearing process, staff was directed to maintain the current level of service and continue the General Fund subsidy as required. Costs associated with each district have been revised due to changes in the landscape

maintenance contract and continuing procedure of tracking actual Public Works staff time. A general fund subsidy of \$9,349 is anticipated to be required for Fiscal Year 2008-09.

Environmental Issues

None.

Attachments:

Proposed resolutions (10 total)

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR
VALPARAISO VISTA SUBDIVISION LANDSCAPING AND LIGHTING
MAINTENANCE ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
ValparaisoVista Subdivision	\$158

* * * * *

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR QUAIL
HOLLOW IV SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Quail Hollow IV Subdivision	\$40

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IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR SOMMERS
SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE ASSESSMENT
DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Sommers Subdivision – Duplex	\$290.00
Sommers Subdivision – Triplex	\$435.00

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IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008.

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR MACKLIN
PHASE I SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Macklin Phase I Subdivision	\$32.00

* * * * *

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR SIERRA
MEADOWS SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Sierra Meadows Subdivision	\$0.00

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IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR OAK
KNOLL SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Oak Knoll Subdivision	\$133.05

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IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR GARDEN
GATE SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Garden Gate Subdivision	\$186.49

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IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR PARK
MEADOWS SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Park Meadows Subdivision	\$381.57

* * * * *

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR SANTERO
WAY DEVELOPMENTS LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Santero Way Developments	\$0.00

* * * * *

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

RESOLUTION NO. 08-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE LANDSCAPING
AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT RATE FOR ALTMAN
ACRES SUBDIVISION LANDSCAPING AND LIGHTING MAINTENANCE
ASSESSMENT DISTRICT
FOR FISCAL YEAR 2008-09.**

WHEREAS, the City Council of the City of Cotati established a Landscaping and Lighting Maintenance Assessment District for the subdivision listed below; and

WHEREAS, California State law requires that the City Council hold a public hearing annually to establish assessment district rates.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows.

<u>Landscaping and Lighting Maintenance Assessment District</u>	<u>Assessment Per Unit Per Year</u>
Altman Acres Subdivision	\$344.13

* * * * *

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
 GUARDINO _____
 FOX _____
 MINNIS _____
 ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

City Council Agenda Consent Calendar

Subject: Adoption of a Resolution Setting a Public Hearing Date for Establishing Outstanding Sewer Charge for Fiscal Year 2008-2009.

Date: June 25, 2008

Written By: Jone Hayes, Director of Administrative Services

Recommendations

It is recommended that the City Council adopt a resolution setting a public hearing date on July 9, 2008, to receive all oral and written protests to the amount of Fiscal Year 2008-09 outstanding sewer charges.

Background

The City of Cotati has two delinquent accounts that may necessitate collection through levying of assessment to the property rolls. In this case, the properties are currently served by the City sewer system only.

The Administrative Services department has invoiced the property owner for their sewer charges every 2 months at the same time as all other water/sewer customers in the City. One property owner has not remitted payment since April 2008, in which a partial payment was made on invoices going back to July 2007. The second property owner has not remitted payment since January 2007, in which a partial payment was made on invoices going back to May 2006. Additional letters were mailed on March 17, 2008 and May 14, 2008 advising this customer that payment in full must be received prior to June 25, 2008 to avoid these charges being levied on his property tax assessment.

Analysis/Discussion

Adoption of the attached resolution will establish July 9, 2008, as the date for the public hearing to receive oral and written protest to the amount of the Fiscal Year 2008-09 assessment outstanding sewer charge.

Financial Considerations

The costs of sewer services are expected to be paid by the water/sewer assessment.

Environmental Issues

None.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
SETTING A PUBLIC HEARING DATE FOR ESTABLISHING THE OUTSTANDING
WATER/SEWER CHARGES AND DIRECTING LEVYING OF ASSESSMENTS
FOR FISCAL YEAR 2008-2009.**

WHEREAS, there has been submitted to the City Council of the City of Cotati an itemized report showing outstanding water/sewer charges identified below.

WHEREAS, California State law requires that the City Council hold a public hearing to establish the outstanding water/sewer charges and direct levying of assessments thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cotati hereby establishes July 9, 2008, as the date for the public hearing to receive all oral or written protests to the amounts of the Fiscal Year 2008-09 assessments which are listed as follows by parcel number

<u>Parcel Number</u>	Outstanding Charges
144-282-009	\$1,192.63
144-230-016	\$395.05

* * * * *

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008, by the following vote, to wit:

GILARDI _____
GUARDINO _____
FOX _____
MINNIS _____
ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

City Attorney

City Council Agenda Consent Calendar

Subject: Adoption of resolution approving the Memorandum of Understanding (MOU) between the City and employees represented by the Cotati Police Officer Association (CPOA)

Date: June 25, 2008

Written By: Jone Hayes, Director of Administrative Services

RECOMMENDATIONS:

It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City and employees represented by the Cotati Police Officer Association (CPOA)

Background/Discussion:

The City Council requested that the City Manager act as their representative in the recent negotiations with the Cotati Police Officer Association (CPOA). The City Manager has presented information to the City Council at closed session meetings held over the last three months. The negotiations are concluded and the attached agreement is consistent with the closed session discussions.

Financial Considerations:

The City's proposed FY 08-09 Budget includes a cost of living adjustment for one fiscal year as negotiated with the CPOA. The only other contract change is the addition of Section 8.01a, Retiree Health Insurance Benefits, which provides access to the City's health care plan for employees with 15 or more years of service. All related premiums will be paid by the employee.

Environmental Issues:

None.

Attachments:

Proposed resolution with Exhibit A (proposed MOU)

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF COTATI AND ITS EMPLOYEES REPRESENTED
BY COTATI POLICE OFFICER ASSOCIATION (CPOA)**

WHEREAS, the Cotati Municipal Code and Personnel Rules empower the City Council to establish a compensation plan covering all classes of positions; and

WHEREAS, the City Council's representative has met and conferred in good faith with representatives of the CPOA, resulting in the proposed comprehensive MOU with an effective date of July 1, 2008; and

WHEREAS, the City Council finds and determines that the proposed comprehensive MOU attached to this Resolution as Exhibit "A," are appropriate and reasonable for the designated group.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the proposed comprehensive MOU attached to this Resolution as Exhibit "A."

BE IT FURTHER RESOLVED, that resolutions in conflict herewith are hereby superseded; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the MOU attached hereto as Exhibit "A."

IT IS HEREBY CERTIFIED that the foregoing Resolution and attached Exhibit "A" were duly introduced and legally adopted by the City Council of the City of Cotati at a regular meeting held on the 25th day of June 2008, by the following vote, to wit:

GILARDI _____
GUARDINO _____
FOX _____
MINNIS _____
ORCHARD _____

APPROVED: _____
Mayor

ATTEST: _____
Deputy City Clerk

Approved as to form:

City Attorney

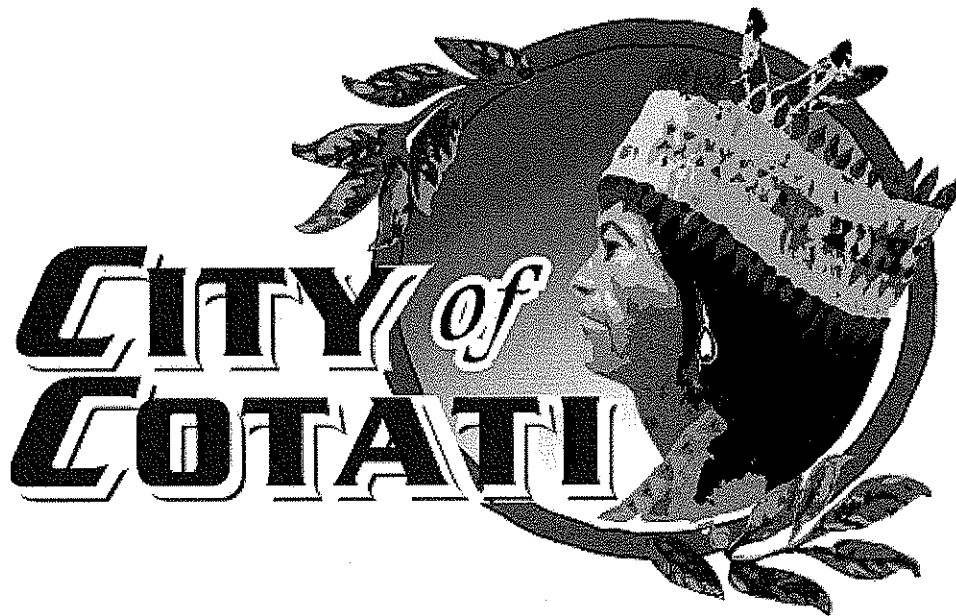
Exhibit A
MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF COTATI

AND THE

COTATI POLICE OFFICERS ASSOCIATION



EFFECTIVE

JULY 1, 2008, THROUGH JUNE 30, 2009

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF COTATI AND THE
COTATI POLICE OFFICERS ASSOCIATION**

<u>ARTICLE 1: PREAMBLE</u>	3
<u>ARTICLE 2: SAVINGS CLAUSE</u>	3
<u>ARTICLE 3: MANAGEMENT RIGHTS</u>	3
<u>Section 3.01</u>	3
<u>Section 3.02</u>	4
<u>ARTICLE 4: ASSOCIATION AND EMPLOYEE RIGHTS</u>	4
<u>Section 4.01</u>	4
<u>Section 4.02</u>	4
<u>Section 4.03</u>	4
<u>Section 4.04</u>	4
<u>Section 4.05</u>	4
<u>ARTICLE 5: UNIT DESCRIPTION</u>	4
<u>Section 5.01</u>	4
<u>ARTICLE 6: DUES DEDUCTION</u>	5
<u>ARTICLE 7: COMPENSATION</u>	5
<u>Section 7.01. Wages</u>	5
<u>Section 7.02. Salary Advancement</u>	5
<u>Section 7.03. Longevity Pay</u>	6
<u>Section 7.04. Professional and Education Incentives</u>	6
<u>Section 7.05. Special Additional Pay</u>	6
<u>Section 7.06. Uniform Program</u>	7
<u>Section 7.07. Deferred Compensation Plan</u>	8
<u>Section 7.08. Direct Deposit</u>	9
<u>Section 7.09. Section 125 Plan</u>	9
<u>ARTICLE 8: MEDICAL, DENTAL, LIFE AND VISION INSURANCES</u>	9
<u>Section 8.01. Medical, Dental, Life and Vision Insurance Premiums</u>	10
<u>Section 8.01a Retiree Health Benefits</u>	10
<u>Section 8.02. Salary Continuation</u>	10
<u>Section 8.03. Light or Limited Duty</u>	11
<u>Section 8.04. Medical Benefits Opt Out</u>	11
<u>ARTICLE 9: RETIREMENT</u>	11
<u>Section 9.01. PERS Options</u>	11
<u>ARTICLE 10 : HOLIDAYS</u>	12
<u>Section 10.01. Holiday Pay</u>	12
<u>ARTICLE 11: HOURS OF WORK, WORK PERIOD, AND PAY PERIODS</u>	12
<u>ARTICLE 12 : OVERTIME</u>	13
<u>Section 12.01. Regular Overtime</u>	13
<u>Section 12.02. Compensatory Time</u>	13
<u>Section 12.03. Call-Out Pay</u>	13
<u>ARTICLE 13: USE OF CITY VEHICLES</u>	13
<u>ARTICLE 14 : PROBATION</u>	13
<u>ARTICLE 15 : TRANSFER</u>	14
<u>ARTICLE 16 : SEEKING NEW EMPLOYMENT</u>	14
<u>ARTICLE 17 : WORK DISRUPTION</u>	14
<u>ARTICLE 18 : CREDIT UNION</u>	14
<u>ARTICLE 19 : EFFECT OF AGREEMENT</u>	15
<u>Section 19.01</u>	15
<u>Section 19.02</u>	15
<u>Section 19.03</u>	15
<u>Section 19.04</u>	15
<u>ARTICLE 20 : TERM</u>	15

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF COTATI AND THE
COTATI POLICE OFFICERS ASSOCIATION**

ARTICLE 1: PREAMBLE

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment of employees represented by the Cotati Police Officers Association.

The Association agrees to recommend ratification to its membership, and City representatives agree to recommend to the City Council of the City of Cotati that all terms of the MOU be adopted in full by Resolution of the City Council. Upon such adoption, all terms and conditions of this MOU shall then become effective without further action by either party.

ARTICLE 2: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this agreement is, for any reason, held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this agreement.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.01.

Except as otherwise specifically provided and subject to applicable laws, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the nature, standards, and extent of services to be performed, as well as the right to determine and implement it's public function and responsibility.
- B. To manage all facilities and operations of the City, including the methods, means, and numbers and kinds of personnel by which the City operations are to be conducted.
- C. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.
- D. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice.
- E. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.
- F. To determine policies, procedures, and standards affecting the selection, training, and promotion of employees.

- G. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

Section 3.02.

CPOA recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force, performing those services in all respects subject to this Memorandum of Understanding.

ARTICLE 4: ASSOCIATION AND EMPLOYEE RIGHTS

Section 4.01.

The City of Cotati recognizes the employees' rights to self-organization and to be represented by employee organizations of their own choosing as set forth in Chapter 10, Division 4 of the Government Code of the State of California.

Section 4.02.

Cotati Police Officers Association will be permitted to use non-public area bulletin boards on City property for the purpose of posting notices of meetings and other official CPOA business with the understanding that material derogatory to the City will not be posted.

Section 4.03.

Cotati Police Officers Association representatives will be permitted access to work locations to confer with City employee members on matters of employer-employee relationship but not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections. Such representatives shall not interfere with the efficiency, safety and security of City operations or in any way interfere with work in progress.

Section 4.04.

City will provide to Cotati Police Officers Association meeting space outside normal working hours provided such space is available. Any other paid or City use of facility shall prevail.

Section 4.05. Personnel files.

The City's personnel files, maintained in the Administrative Services office, are not subject to public inspection, except in accordance with law. Employees or their duly authorized representative have the right to inspect his or her personnel file maintained on him or her by the City. Employees have the right to respond in writing to anything contained or placed in their personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 5: UNIT DESCRIPTION

Section 5.01.

The following classifications are represented by the Cotati Police Officers Association and are members of this unit:

Police Corporal
Police Officer
Police Dispatcher/Clerk
Community Services Officer

ARTICLE 6: DUES DEDUCTION

City shall provide payroll deductions of membership dues and insurance premiums for plans sponsored by CPOA/PORAC, upon the written authorization of employees described in Article 5 above, on forms provided by the City. The providing of such service to CPOA by the City shall be contingent upon, and in accordance with, the provisions of City ordinances, resolutions, memoranda of understanding and applicable administrative procedures.

CPOA shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City, or any department of the City, for the purpose of complying with payroll deduction provisions.

ARTICLE 7: COMPENSATION

Section 7.01. Wages

- A. Effective the first full pay period in July, 2008, All employees will receive a cost of living adjustment equal to the greater of 3% or the average of the annual changes (February 2007 to February 2008) to the Federal Department of Labor Bureau of Labor Statistics San Francisco All Urban Consumers and San Francisco Urban Wage Earners and Clerical Workers Consumer Price Indexes.

Section 7.02. Salary Advancement

Assigned salary ranges normally contain 5 steps. Employees move through these steps on the basis of performance. Regular, full-time employees shall be eligible for step salary advancement consideration, as follows:

1. To the "B" step of the salary schedule after successful completion of 12 months at the "A" step. The date of this increase shall become the employee's pay review date for purposes of eligibility for future merit step increases.
2. To the "C" step after successful completion of 1 year at the "B" step.
3. To the "D" step after successful completion of 1 year at the "C" step.
4. To the "E" step after successful completion of 1 year at the "D" step.

When an employee is hired at a step other than Step "A" of the salary range assigned to the position, the employee shall be eligible for a step increase 1 year from the date of employment, and this date shall become the employee's pay review date for purposes of eligibility for future merit increases. Thereafter, the above merit pay procedure shall be followed.

Salary advancements are granted for continued meritorious and efficient service, and after continued improvement in assigned tasks, in conjunction with performance appraisal procedures. Recommendations are initiated by immediate supervisors and are then forwarded to the

concerned department head for approval. These, in turn, shall be transmitted to the City Manager.

Salary step advancements are not guaranteed. When an employee is denied a merit increase, the employee shall be informed of such and the reasons therefore. The employee shall be reconsidered for advancement within three (3) months and, if still denied, may be reconsidered for advancement at any subsequent time recommended by management of the concerned department.

Section 7.03. Longevity Pay

Effective July 1, 1999, an employee will be eligible for longevity pay at the rate of 5% of base salary after 10 years of service. Employees will receive compensation at this rate with an overall satisfactory performance evaluation.

Section 7.04. Professional and Education Incentives

Subject to the criteria specified below, the City will pay a monthly incentive to employees in the Police Officer class who are employed full-time and regular for job related P.O.S.T. Certificates which exceed the normal established job requirements. Eligible employees will be compensated a fixed monthly amount, as follows:

P.O.S.T. Intermediate Certificate	2% of base salary
P.O.S.T. Advanced Certificate	3% of base salary

An employee with both the P.O.S.T. Intermediate and Advanced Certificates therefore receives an incentive equal to 5% of salary.

Section 7.05. Special Additional Pay

A. Special Assignment

Police Officers shall receive a 5% salary increase/incentive while serving in the specialized temporary assignments. One such assignment is Detective which is a Twenty-four (24) month assignment and is rotated every Twenty-four (24) months. Removal of an officer during the twenty-four (24) month cycle requires cause for removal or when layoffs are required. The Chief of Police may extend any 24 month special assignment at his discretion.

B. Training

1. The City will pay sworn employees who have been designated as Field Training Officers by the Chief of Police and have P.O.S.T. Certification as Field Training Officer qualified, five percent (5%) additional salary for each full shift in which the employee actually performs all the responsibilities of a Field Training Officer as assigned by the Chief of Police.
2. The City will pay Police Dispatchers who have been designated as Qualified Trainers by the Chief of Police and have P.O.S.T. Certification as Qualified Trainer, five percent (5%) additional salary

for each full shift in which the employee actually performs all the responsibilities of a training officer as assigned by the Chief of Police.

C. Canine Officer

The parties are aware that the Fair Labor Standards Act (FLSA) requires compensation for hours worked over 40 per week. The care and maintenance of the canine can extend beyond a normal 40 hour work week; therefore, the parties estimate that the extended time the Canine Officer spends in all aspects of the care, feeding, exercise and maintenance of the canine on a biweekly basis is seven (7) hours. The City will pay the Canine Officer five percent (5%) additional salary which is the equivalent of the extra seven (7) hours of the Officer's biweekly base pay for the care and maintenance of the canine. The parties further agree that any time spent in excess of such time is not reasonably necessary and is unauthorized.

D. Motorcycle Officer

Police Officers shall receive a 5% incentive pay while assigned to the motorcycle unit. The term of the assignment shall be a minimum of three (3) years with one (1) year extensions upon mutual agreement of the Chief of Police and the Officer. The Officer assigned to the motorcycle unit during the initial assignment may only be removed with cause.

E. Assigned Vehicles

Employees assigned to the motorcycle unit, detective and K-9 shall have an assigned vehicle that the employee shall use on duty and take-home after duty.

Section 7.06. Uniform Program

The purpose of this uniform program is twofold: (1) to identify City employees who have direct contact with the public on a regular basis, and to enhance the image of City operations generally performed by City personnel in public view; and (2) to provide uniforms to those personnel who are required to perform duties that result in their clothing becoming excessively dirty or in duties that require identifying uniforms. All identifying patches, badges, etc., purchased by the City for an employee, must be returned to the City when an employee terminates City employment.

To make the program effective, all eligible employees shall be required, as a condition of their employment, to participate in accordance with this policy. All personnel required under the program to wear uniforms must comply with departmental rules and regulations.

Police Officers/Police Corporals

- A. Sworn officers receive a uniform allowance of \$800.00 payable in equal installments in each paycheck. New employees shall receive their initial uniform allowance upon appointment. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Employees promoted from within the Cotati Police Department who require a different uniform for their new job shall receive the full allowance for their new job. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Police Dispatcher Clerks/Community Services Officer

- B. Full-time Police Dispatchers shall receive a uniform allowance of \$550 and Community Services Officer shall receive a uniform allowance of \$800 payable in equal installments in each paycheck. New employees shall receive their initial uniform allowance upon appointment. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Employees promoted from within the Cotati Police Department who require a different uniform for their new job shall receive the full allowance for their new job. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Motorcycle Officer

- C. Sworn officers assigned to full-time motorcycle duty shall receive an initial motorcycle uniform not to exceed \$2,000 in cost consisting of the following items:
 - Two pairs motor pants
 - Three uniform shirts
 - One leather jacket
 - Two pair of gloves
 - Two pairs of glasses (one sun, one clear)
 - One pair of motor boots
 - Cotati Police Department patches
 - Motor Officer insignia

The City will determine the baseline items for this motorcycle uniform. An officer may upgrade any of these items at the officer's expense. Beginning with the subsequent fiscal year. Sworn officers assigned to full-time motorcycle duty will receive a \$1,000 uniform allowance payment in equal installments in each paycheck. The officer will replace any worn and/or faded items at the officer's expense.

Section 7.07. Deferred Compensation Plan

A deferred compensation plan is available to all employees, providing tax-deferred savings and/or a retirement supplement. Employees may make contributions, through payroll deductions, into one or more savings vehicles, up to the legal maximum as defined by the law governing deferred compensation accounts. The City will contribute an equivalent of two percent (2%) of base pay per non-sworn employee covered by this agreement into the deferred compensation program on a semi-monthly basis.

Section 7.08. Direct Deposit

The City offers employees the option of direct deposit for their payment of semi-monthly payroll. The employee will be given the option to select a qualified financial institution to have their semi-monthly payroll directly deposited. Due to administrative burdens, employees on direct deposit will not be eligible for early release checks (e.g. vacations) unless a hardship is determined by the City Manager (e.g. family emergencies, such as, death/illness). The City cannot guarantee direct deposits, and employees will be responsible for following-up with their qualified financial institution when problems arise that are directly related to errors and/or omissions on the part of such qualified financial institution. If direct deposit is not deposited on the designated payday, the city will require up to two additional workdays to process a hand-typed check. The waiting time is due primarily to cancellation of the original wire transfer.

Section 7.09. Section 125 Plan

The City will implement an IRS Section 125 Plan effective January 1, 1995. The plan will allow employees to pay medical and childcare expenses with pretax dollars in accordance with IRS Regulations. Any pretax dollars withheld but not spent during the plans fiscal year will be allocated proportionately for the benefit of each participant within the bargaining unit except as precluded by federal law.

ARTICLE 8: MEDICAL, DENTAL, LIFE AND VISION INSURANCES

The City makes available at its discretion subject to section 8.01 a choice of group medical, dental, life, and vision insurance programs for employees, and pays the premiums for these plans as well.

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, employees and their families have the opportunity to temporarily extend health insurance coverage when the following specific situations occur:

Qualifying Events and Length of Coverage

1. Termination from employment (other than for gross misconduct) - 18 months.
2. Reduction of hours, which results in loss of eligibility - 18 months.
3. Death of an employee - 36 months.
4. Divorce or legal separation - 36 months.
5. Employee becomes eligible for Medicare - 36 months.
6. Dependent child reaches age of majority - 36 months.

Employees and dependents who are not covered under any other group insurance plans may continue coverage under Cotati's group plans in which they are enrolled at the time a qualifying event occurs. If continuation coverage is desired, employees and/or dependents must pay the full premiums, plus a 2% administrative fee.

It is the employee's obligation to notify the Finance Department when any of the following occurs:

1. Your marriage is dissolved.
2. You become legally separated from your spouse.
3. A child stops being an eligible dependent under the plan.
4. You and/or an eligible dependent become eligible for Medicare or obtain coverage under another health plan.

Section 8.01. Medical, Dental, Life and Vision Insurance Premiums

- A. The City will pay for each employee covered by this agreement and their family member's participation in group health insurance programs approved by the City. Present approved health programs are R.E.M.I.F., Kaiser and Blue Cross. The City's contribution per employee is the maximum the City will pay for any or all of the insurance plans offered by each of the providers mentioned above except that the City will only pay for the dental, life and vision insurance offered by R.E.M.I.F. subject to the restrictions set forth in Article 8, Paragraph 1 regarding dependents' life insurance. If an employee chooses coverage at a higher cost, or if the costs of the chosen plan increases above the City's contribution, the difference will be provided through payroll deduction. If an employee wishes to enroll in a medical plan other than those described above, the City will only pay to such plan an amount up to what they would contribute per month for each employee and his/her family members as long as said plan is approved by the City.
- B. The City shall provide life insurance coverage in the amount of \$100,000 for each employee, policy to be determined by the City (policy shall cover in the line of duty deaths/accidents) at no cost to the employee. Employees may increase their life insurance coverage over the amount covered by the City; however, the increased premium costs will be paid by the employee through a payroll deduction.

Section 8.01 a Retiree Health Insurance Benefits

Retired full-time permanent employees with 15 years or more of full-time permanent service and their spouses may participate, at their option, in a City-provided medical, dental and vision plan after the official date of retirement until the participant becomes eligible for SSI or Medicare, whichever is sooner. Retiree pays 100% of the premium for themselves and their spouse (if applicable).

Section 8.02. Salary Continuation

- A. The City will pay for Long-Term Disability (LTD) insurance for all full-time permanent employees. The extent of benefits will be dependent on provider; however, minimum benefits are to be:
 1. Coverage beginning on the sixty-first day of disability;

Disability benefit received will be 60 percent of the employee's base salary, with a cap of \$5,000 per month; and

Benefits will be available for the length of disability until retirement age.

B. The City will provide Short-Term Disability (STD) insurance by a self-funded short-term disability insurance plan which shall consist of.

1. City paid coverage by which the employee utilizes all accrued time off, such as vacation, sick leave, compensatory time, personal holidays, etc. When such accrued time off has been exhausted by the employee, the City will continue to compensate employee at 50 percent of his/her current regular wages through the sixtieth consecutive day of disability.

Section 8.03. Light or Limited Duty

The City may, in accordance with applicable law, assign employees injured or ill from either on-the-job (industrial) or off-the-job (non-industrial) causes to light, limited or modified duty. Such assignments may be temporary or permanent. They may involve duties that differ from the normal work duties of the employee. Such light, limited, or modified duty shall terminate when the employee is physically able to perform all his/her normal work duties as described in his/her employment classification

Section 8.04. Medical Benefits Opt Out

An employee may choose to opt out of the City's medical benefit by showing annual, written proof of coverage under another employer-sponsored medical insurance benefit program. An employee who opts out of the medical benefit will receive a payment for the year equivalent to twenty percent (20%) of the premium for the least expensive employee-only medical benefit provided by the City. This payment will be made on the first payroll in July each year.

ARTICLE 9: RETIREMENT

Section 9.01. PERS Options

The City of Cotati is a member of the Public Employees' Retirement System (PERS). All regular, full-time employees are required to become members of the system. Non-sworn safety employees are covered under the "2% at 55, average three highest years' salaries formula."

Sworn safety employees are covered under the "3% at 50, average three highest years' salaries formula effective July 1, 2002. Employees are also covered by the 1959 survivor's benefit option.

For regular, full-time employees, the City pays the required employer PERS contribution, pays up to 7% of the non-sworn employee's share, 9% of the sworn employee's share and covers the costs of administration.

When employees separate under a normal service retirement as defined by PERS law and regulations, credit of unused sick leave for continuous employment purposes may be provided at the employee's discretion. If an employee should leave the City and no longer be eligible for membership in the system, the money contributed on behalf of the employee to PERS will be returned to the employee. An employee may, however, leave the PERS contributions on deposit in the system, with interest, if the employee has 5 or more years of PERS-credited service.

All non-sworn employees in the City of Cotati may organize and conduct one vote between July 1, 2006 and June 30, 2008 to determine if a majority of employees who choose to vote want to adopt enhanced retirement benefit(s) to be fully funded by the employees themselves. The City agrees to meet and confer with the CPOA to discuss the financial impact of a vote to adopt an enhanced retirement formula on employees beginning within sixty days of the non-sworn employee vote.

The City will comply with the Public Employment Retirement Law.

ARTICLE 10: HOLIDAYS

Section 10.01. Holiday Pay

Police Officers and Police Dispatcher/Clerks shall be paid for twelve and one half (12.5) ten hour holidays per year which shall be payable in semi-annual installments based on the rate of pay at the time of payment. The first installment shall be paid on the first pay period in

December and represent six and one half holidays (65 Hours). The second payment shall be paid on the first pay period in June and represent six holidays (60 Hours).

ARTICLE 11: HOURS OF WORK, WORK PERIODS, AND PAY PERIODS

The standard work week for employees shall be 40 hours. Presently the work period is 12:00 a.m. (00:00) on Sunday and ending at 11:59 PM (23:59) the following Saturday.

The regular work shift of sworn employees shall consist of ten (10) hours of work with the shifts/hours to be designated by the City at its sole discretion except for special assignments, which shift period will be designated by the Chief of Police.

The regular work shift of non-sworn employees shall consist of ten (10) hours of work with the shifts/hours to be designated by the City at its sole discretion.

The pay period for all employees shall be semi-monthly. If a payday falls on a holiday or weekend, payday will (if possible) be the last business day before the designated holiday or weekend.

Employees will receive a minimum of two weeks notice for scheduled hours or shift changes, unless exigent circumstances exist. Scheduled changes will not affect the employee's normal consecutive days off unless exigent circumstances exist.

“Exigent circumstances” mean an emergency situation which develops suddenly and unexpectedly and which demands immediate attention and action to preserve the peace and public safety or any circumstance the City cannot control in which the Police Department has three days or less notice of a needed schedule change.

ARTICLE 12: OVERTIME

Section 12.01. Regular Overtime

The City will compensate eligible employees for each full hour of overtime worked at a rate of time and one-half the employee's base pay. Overtime is defined as hours worked in excess of 40 hours in a work week except as provided by the FLSA. Authorization of the employee's supervisor must be obtained prior to the working of overtime, except in emergency situations. Compensation for overtime shall be in the form of cash payment or compensatory time off as provided below. For purposes of overtime and compensatory time calculations, all paid leave time shall be considered as hours worked.

Section 12.02. Compensatory Time

A maximum of 100 hours of compensatory time may be accrued by each employee. Upon the request of the employee and approval of the appropriate department head or supervisor overtime shall be compensated with compensatory time off. Compensatory time off may be used by request filed twenty-one (21) days in advance with the appropriate supervisor; however management can not guarantee time off on short notice. Management will make every effort to comply with the time off wishes of the employee and shall not assign employees to compensatory time off. Employees may reconvert compensatory time into paid overtime at the rate it was accumulated with the approval of the Chief of Police. Compensatory time will be compensated at the rate of pay in effect at the time of payment.

Section 12.03. Call-Out Pay

In the event an employee is called out for emergency duty or Court appearances, the employee will receive compensation at a rate of time and one-half the employee's regular hourly rate. Call-out shall be compensated at a 3 hour minimum at time and one-half. Call-out time shall be defined as time worked by the employee in excess of 40 hours per week, which is not an extension of the normal work day when there is a break in service.

ARTICLE 13: USE OF CITY VEHICLES

Section 13.01 Use of City Vehicles

Employees are to use City vehicles for City work. City liability insurance coverage extends to include use of all City-owned vehicles when the employee is driving the vehicle on City business. Employees shall not use City vehicles for unauthorized purposes.

ARTICLE 14: PROBATION

Newly appointed, promoted, and reinstated employees shall be subject to a 12-month probationary period. An employee shall pass probation upon the recommendation of the concerned department head, with concurrence of the City Manager. If a portion of the probationary period includes time in academy, an 18-month probationary period shall be applicable.

The work and conduct of probationary employees shall be subject to review and evaluation and, if found to be unacceptable, the probationer may be dismissed by the concerned department head with the consent of the City Manager. Such dismissals while an employee is on probation shall

not be subject to further review or appeal. Employees on probation in promotional positions must be returned to their previous positions without the right of appeal, and must not be terminated without the right of a hearing as described under the section entitled "Disciplinary Action."

ARTICLE 15: TRANSFER

A change of an employee's place of employment from one department to another, or a lateral change of position in a job class or comparable job class on the same salary range, shall be considered a transfer. The purpose of a transfer is to facilitate adjustment of the employee, to improve placement, to provide opportunity to prepare for advancement, to eliminate unsatisfactory relationships between employees, or as a result of a reduction in force.

Transferred employees shall retain all accrued benefits, including sick leave and vacation.

Transfers shall require the approval of the appointing authority involved and the City Manager. Such a transfer may be initiated by request of the employee to the City Manager, by the City Manager, or by the concerned department head or supervisor.

ARTICLE 16 : SEEKING NEW EMPLOYMENT

The City encourages individual initiative and does not wish to stand in the way of an employee applying for a position of advancement elsewhere. By applying for such a position, an employee in no way impairs job security in Cotati. However, job-hunting activities shall not interfere with an individual's City duties; time off for interviews will be charged against the individual's leave bank unless alternative arrangements are made with the concerned department head in advance.

ARTICLE 17 : WORK DISRUPTION

It is agreed and understood that there will be no strike, work stoppage, slowdown, refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this MOU, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duties and obligations of its representatives to comply with the provisions of this MOU and to make every effort toward inducing employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operation of the City or its agents by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cease such employee action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination. It is agreed that no lockout of employees shall be instituted by the City during the term of this MOU, unless such work disruptions occur.

ARTICLE 18 : CREDIT UNION

Membership in the Redwood Credit Union is presently available to all employees and their families. Additional information concerning the credit union may be obtained from the Administrative Services Department.

ARTICLE 19 : EFFECT OF AGREEMENT

Section 19.01.

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Section 19.02.

Except as specifically provided herein, it is agreed and understood that CPOA voluntarily and unqualifiedly waives its right to and releases the City from any obligation to meet and confer on any subject or matter contained herein.

Section 19.03.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto, and if required, approved and implemented by the City Council.

Section 19.04.

The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent or waiver in the future enforcement of all or any of its terms and provisions.

ARTICLE 20: TERM

Except as indicated herein, this Memorandum of Understanding shall be effective July 1, 2008, and until a successor agreement is negotiated or a party in negotiations for a successor agreement has declared impasse and the administrative impasse resolution procedures have been exhausted without an agreement being reached. Negotiations for a successor agreement shall commence no sooner than March 2009.

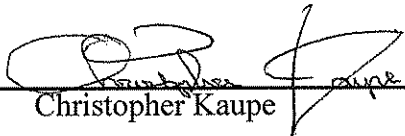
* * * * *

IN WITNESS THEREOF, this Memorandum of Understanding is entered into this ____ day of _____, 2008 pursuant to the provisions of Government Code Section 3500, *et. seq.*

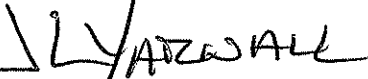
Dated: _____

COTATI POLICE OFFICERS ASSOCIATION

By:  _____
Christopher Diaz

By: 
Christopher Kaupe

By: _____
Kimberly Petersen

By: 
Jason Arnall

Dated: _____ CITY OF COTATI

By: _____
Dianne Thompson

Authorized by City Council on

City Council Agenda Consent Calendar

Subject: Adoption of resolution approving the Memorandum of Understanding (MOU) between the City and employees represented by the Cotati Police Management Association (CPMA)

Date: June 25, 2008

Initiated By: Jone Hayes, Director of Administrative Services

RECOMMENDATIONS:

It is recommended that the City Council adopt a resolution approving the Memorandum of Understanding (MOU) between the City and its employees represented by the Cotati Police Management Association (CPMA)

Background/Discussion:

The City Council requested that the City Manager act as their representative in the recent negotiation with the Cotati Police Management Association (CPMA). The City Manager has presented information to the City Council at closed session meetings held over the last three months. The negotiations are concluded and the agreement attached is consistent with the closed session discussions.

Financial Considerations:

The City's proposed FY 08-09 Budget includes a cost of living adjustment for one fiscal year as negotiated with the CPMA. The only other contract change is the addition of Section 8.01a, Retiree Health Insurance Benefits, which provides access to the City's health care plan for employees with 15 or more years of service. All related premiums will be paid by the employee.

Environmental Issues:

None.

Attachments:

Proposed resolution with Exhibit A (proposed MOU)

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF COTATI
AND ITS EMPLOYEES REPRESENTED BY
COTATI POLICE MANAGEMENT ASSOCIATION (CPMA)**

WHEREAS, the Cotati Municipal Code and Personnel Rules empower the City Council to establish a compensation plan covering all classes of positions; and

WHEREAS, the City Council's representative has met and conferred in good faith with representatives of the CPMA, resulting in the proposed comprehensive MOU with an effective date of July 1, 2008; and

WHEREAS, the City Council finds and determines that the proposed comprehensive MOU attached to this Resolution as Exhibit "A," are appropriate and reasonable for the designated group.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the proposed comprehensive MOU attached to this Resolution as Exhibit "A."

BE IT FURTHER RESOLVED, that resolutions in conflict herewith are hereby superseded; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the MOU attached hereto as Exhibit "A."

IT IS HEREBY CERTIFIED that the foregoing Resolution and attached Exhibit "A" were duly introduced and legally adopted by the City Council of the City of Cotati at a regular meeting held on the 25th day of June 2008, by the following vote, to wit:

GILARDI _____
GUARDINO _____
FOX _____
MINNIS _____
ORCHARD _____

APPROVED: _____
Mayor

ATTEST: _____
Deputy City Clerk

Approved as to form:

City Attorney

Exhibit A



MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF COTATI

AND THE

COTATI POLICE MANAGEMENT ASSOCIATION

EFFECTIVE

JULY 1, 2008 THROUGH JUNE 30, 2009

**MOU BETWEEN THE CITY OF COTATI AND THE
COTATI POLICE MANAGEMENT ASSOCIATION**

ARTICLE 1: PREAMBLE 3

ARTICLE 2: SAVINGS CLAUSE 3

ARTICLE 3: MANAGEMENT RIGHTS 3

 Section 3.01 3

 Section 3.02 4

ARTICLE 4: ASSOCIATION AND EMPLOYEE RIGHTS 4

 Section 4.01 4

 Section 4.02 4

 Section 4.03 4

 Section 4.04 4

 Section 4.05 Personnel Files 4

ARTICLE 5: UNIT DESCRIPTION 5

ARTICLE 6: DUES DEDUCTION 5

ARTICLE 7: COMPENSATION 5

 Section 7.01. Wages 5

 Section 7.02. Salary Advancement 5

 Section 7.03. Longevity Pay 6

[Section 7.04. Professional and Education Incentives](#) 5

 Section 7.05. Uniform Program 7

 Section 7.06. Deferred Compensation Plan 8

 Section 7.07. Direct Deposit 8

 Section 7.08. Section 125 Plan 8

ARTICLE 8: MEDICAL, DENTAL, LIFE AND VISION INSURANCES 8

 Section 8.01. Medical, Dental, Life and Vision Insurance Premiums 9

 Section 8.02. Salary Continuation 10

 Section 8.03. Light or Limited Duty 10

 Section 8.04. Medical Benefits Opt Out 11

ARTICLE 9.: RETIREMENT 11

ARTICLE 10. HOLIDAY PAY 10

ARTICLE 11 : HOURS OF WORK, WORK PERIODS, AND PAY PERIODS 12

ARTICLE 12 : OVERTIME 12

 Section 12.01. Call Out Pay 12

 Section 12.02. Overtime 13

ARTICLE 13 : USE OF CITY OWNED AND/OR PRIVATE VEHICLES 13

 Section 13.01. Assigned City Vehicle 13

 Section 13.02. Use of City Vehicles 13

ARTICLE 14 : PROBATION 14

ARTICLE 15 : TRANSFER 14

ARTICLE 16 : SEEKING NEW EMPLOYMENT 14

ARTICLE 17 : WORK DISRUPTION 14

ARTICLE 18 : CREDIT UNION 15

ARTICLE 19 : AFFECT OF AGREEMENT 15

 Section 19.01 15

 Section 19.02 15

 Section 19.03 15

 Section 19.04 15

ARTICLE 20 : TERM 15

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF COTATI AND THE
COTATI POLICE MANAGEMENT ASSOCIATION

ARTICLE 1: PREAMBLE

It is the intent and purpose of this Memorandum of Understanding (MOU) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment of employees represented by the Cotati Police Management Association (CPMA).

The Association agrees to recommend ratification to its membership, and City representatives agree to recommend to the City Council of the City of Cotati that all terms of the MOU be adopted in full by Resolution of the City Council. Upon such adoption, all terms and conditions of this MOU shall then become effective without further action by either party.

ARTICLE 2: SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this agreement is, for any reason, held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this agreement.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.01

Except as otherwise specifically provided and subject to applicable laws, the City has, and retains, the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the nature, standards, and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- B. To manage all facilities and operations of the City, including the methods, means, and numbers and kinds of personnel by which the City operations are to be conducted.
- C. To direct the working forces, including the right to hire, assign, promote, demote, or transfer any employee.
- D. To assign work to, and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice.
- E. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

- F. To determine policies, procedures, and standards affecting the selection, training, and promotion of employees.
- G. To establish, assess, and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.

Section 3.02

The CPMA recognizes that the City has, and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force, performing those services in all respects subject to this MOU.

ARTICLE 4: ASSOCIATION AND EMPLOYEE RIGHTS

Section 4.01

The City of Cotati recognizes the employees' rights to self-organization and to be represented by employee organizations of their own choosing as set forth in Chapter 10, Division 4, of the Government Code of the State of California.

Section 4.02

The CPMA will be permitted to use non-public area bulletin boards on City property for the purpose of posting notices of meetings and other official CPMA business with the understanding that material derogatory to the City will not be posted.

Section 4.03

The CPMA representatives will be permitted access to work locations to confer with City employee members on matters of employer-employee relationships but not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections. Such representatives shall not interfere with the efficiency, safety and security of City operations or in any way interfere with work in progress.

Section 4.04

The City will provide to the CPMA meeting space outside normal working hours provided such space is available. Any other paid or City use of facility shall prevail.

Section 4.05 Personnel Files.

The City's personnel files, maintained in the Administrative Services Office, are not subject to public inspection, except in accordance with law. Employees or their duly authorized

representative have the right to inspect his/her personnel file maintained on him/her by the City. Employees have the right to respond in writing to anything contained or placed in their personnel file and any such response(s) shall become part of their personnel file.

ARTICLE 5: UNIT DESCRIPTION

The following classifications are represented by the CPMA and are members of this unit:

Classifications

Police Lieutenant
Police Sergeant
Police Support Services Supervisor

ARTICLE 6: DUES DEDUCTION

The City shall provide payroll deductions of membership dues of CPMA/PORAC upon the written authorization of employees described in Article 5 above on forms provided by the City. The providing of such service to CPMA by the City shall be contingent upon, and in accordance with, the provisions of City ordinances, resolutions, memoranda of understanding and applicable administrative procedures.

The CPMA shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City, or any department of the City, for the purpose of complying with payroll deduction provisions.

ARTICLE 7: COMPENSATION

Section 7.01. Wages

- A. Effective the first full pay period in July, 2008, all employees will receive a cost of living adjustment equal to the greater of 3% or the average of the annual changes (February 2007 to February 2008) to the Federal Department of Labor Bureau of Labor Statistics San Francisco All Urban Consumers and San Francisco Urban Wager Earners and Clerical Workers Consumer Price Indexes.

Section 7.02. Salary Advancement

Assigned salary ranges normally contain five (5) steps. Employees move through these steps on the basis of performance. Regular, full-time employees shall be eligible for step salary advancement consideration as follows:

To the "B" step of the salary schedule after successful completion of twelve (12) months at the "A" step. The date of this increase shall become the employee's pay review date for purposes of eligibility for future merit step increases.

2. To the "C" step after successful completion of one (1) year at the "B" step.
3. To the "D" step after successful completion of one (1) year at the "C" step.
4. To the "E" step after successful completion of one (1) year at the "D" step.

When an employee is hired at a step other than Step "A" of the salary range assigned to the position, the employee shall be eligible for a step increase one (1) year from the date of employment, and this Anniversary date shall become the employee's pay review date for purposes of eligibility for future merit increases. Thereafter, the above merit pay procedure shall be followed.

Salary advancements are granted for continued meritorious and efficient service and after continued improvement in assigned tasks in conjunction with performance appraisal procedures. Recommendations are initiated by immediate supervisors and are then forwarded to the concerned department head for approval. These, in turn, shall be transmitted to the City Manager.

Salary step advancements are not guaranteed. When an employee is denied a merit increase, the employee shall be informed of such and the reasons therefore. The employee shall be reconsidered for advancement within three (3) months and, if still denied, may be reconsidered for advancement at any subsequent time recommended by management of the concerned department.

Employees who have received internal promotions, if assigned to a salary step in the new classifications salary range offering a minimum 5 percent salary increase, shall be eligible for a step increase upon successful completion of twelve (12) months in the new position. If employees are placed on a higher step than this, based upon the recommendation of the department head and approval of the City Manager, they shall be eligible to advance to the next step of the new classifications salary range one (1) year from the date of their promotion, and this date shall also become the employee's pay review date for purposes of eligibility for future merit step increases.

Section 7.03. Longevity Pay

An employee shall be eligible for salary advancement (longevity pay) based on the following schedule:

1. 3 percent after eight and one half years (17,680 hours)
2. 3 percent after thirteen and one half years (28,080 hours)
3. 3 percent after eighteen and one half years (38,480 hours)

Section 7.04. Professional and Education Incentives

Subject to the criteria specified below, the City will pay a monthly incentive to employees in the Police Lieutenant and Police Sergeant classes who are employed full-time and regular for job

related P.O.S.T. Certificates which exceed the normal established job requirements. Eligible employees will be compensated a fixed monthly amount as follows:

P.O.S.T. Intermediate Certificate	2 percent of salary
P.O.S.T. Advanced Certificate	3 percent of salary

An employee with both the P.O.S.T. Intermediate and Advanced Certificates therefore receives an incentive equal to 5% of salary.

Section 7.05. Uniform Program

The purpose of this uniform program is twofold: (1) To identify City employees who have direct contact with the public on a regular basis and to enhance the image of City operations generally performed by City personnel in public view; and (2) To provide uniforms to those personnel who are required to perform duties that result in their clothing becoming excessively dirty or in duties that require identifying uniforms. All identifying patches, badges, etc., purchased by the City for an employee, must be returned to the City when an employee terminates City employment.

To make the program effective, all eligible employees shall be required, as a condition of their employment, to participate in accordance with this policy. All personnel required under the program to wear uniforms must comply with departmental rules and regulations.

Police Lieutenant and Police Sergeants

Police Lieutenant and Police Sergeants shall receive a uniform allowance of \$800.00 payable in equal installments in each paycheck

New employees shall receive their initial uniform allowance upon appointment. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Employees promoted from within the Cotati Police Department who require a different uniform for their new job shall receive the full allowance for their new job. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Police Support Services Supervisor

The Police Support Services Supervisor shall receive a uniform allowance of \$650.00 payable in equal installments in each paycheck.

New employees shall receive their initial uniform allowance upon appointment. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Employees promoted from within the Cotati Police Department who require a different uniform for their new job shall receive the full allowance for their new job. Beginning with the subsequent fiscal year, the employee shall receive uniform allowance payments in equal installments in each paycheck.

Section 7.06. Deferred Compensation Plan

A deferred compensation plan is available to all employees, providing tax-deferred savings and/or a retirement supplement. Employees may make contributions, through payroll deductions, into one or more savings vehicles, up to the legal maximum as defined by the law governing deferred compensation accounts. The City will contribute an equivalent of 3 percent of base-pay per employee covered by this agreement into the deferred compensation program on a semi-monthly basis.

Section 7.07. Direct Deposit

The City will offer employees the option of direct deposit for their payment of semi-monthly payroll. The employee will be given the option to select a qualified financial institution to have their semi-monthly payroll directly deposited. Due to administrative burdens, employees on direct deposit will not be eligible for early release checks (e.g. vacations) unless a hardship is determined by the City Manager (e.g., family emergencies such as death/illness). The City cannot guarantee direct deposits, and employees will be responsible for following up with their qualified financial institution when problems arise that are directly related to errors and/or omissions on the part of such qualified financial institution. If direct deposit is not deposited on the designated payday, the City will require up to two additional workdays to process a check.

Section 7.08. Section 125 Plan

The City implemented an IRS Section 125 Plan effective January 1, 1995. The plan allows employees to pay medical and child care expenses with pre-tax dollars in accordance with IRS regulations. Any pre-tax dollars withheld, but not spent, during the plan's fiscal year will be allocated proportionately for the benefit of each participant within the bargaining unit except as precluded by federal law.

ARTICLE 8: MEDICAL, DENTAL, LIFE AND VISION INSURANCES

The City makes available at its discretion subject to section 8.01 a choice of group medical, dental, life, and optical insurance programs for employees and their family members and makes the contribution toward the premiums for these plans as well. The City does not make available any life insurance policy to employee's eligible dependents under these plans.

The nature and extent of the insurance coverage provided, as well as the City's contribution to the cost of the various plans, will be reviewed periodically by the parties in labor negotiations.

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, employees and their families have the opportunity to temporarily extend health insurance coverage when the following specific situations occur:

Qualifying Events and Length of Coverage

Termination from employment (other than for gross misconduct) – eighteen (18) months.

2. Reduction of hours, which results in loss of eligibility – eighteen (18) months.
3. Death of an employee – thirty-six (36) months.
4. Divorce or legal separation – thirty-six (36) months.
5. Employee becomes eligible for Medicare – thirty-six (36) months.
6. Dependent child reaches age of majority – thirty-six (36) months.

Employees and dependents who are not covered under any other group insurance plans may continue coverage under Cotati's group plans in which they are enrolled at the time a qualifying event occurs. If continuation coverage is desired, employees and/or dependents must pay the full premiums, plus a 2 percent administrative fee.

It is the employee's obligation to notify the Administrative Services Department when any of the following occurs:

1. Your marriage is dissolved.
2. You become legally separated from your spouse.
3. A child stops being an eligible dependent under the plan.
4. You and/or an eligible dependent become eligible for Medicare or obtain coverage under another health plan.

Section 8.01. Medical, Dental, Life and Vision Insurance Premiums

The City will pay for each employee covered by this agreement and their family member's participation in group health insurance programs approved by the City. Present approved health programs are R.E.M.I.F., Kaiser, and Blue Cross. The City's contribution per employee is the maximum the City will pay for any or all of the insurance plans offered by each of the providers mentioned above except that the City will only pay for the dental, life and vision insurance offered by R.E.M.I.F. subject to the restrictions set forth in Article 8, Paragraph 1 regarding dependents' life insurance. If an employee chooses coverage at a higher cost, or if the costs of the chosen plan increases above the City's contribution, the difference will be provided through payroll deduction. If an employee wishes to enroll in a medical plan other than those described above, the City will only pay to such plan an amount up to what they would contribute per month for each employee and his/her family members as long as said plan is approved by the City.

- B. The City shall provide life insurance coverage in the amount of \$100,000 for each employee, policy to be determined by the City (policy shall cover in the line of duty deaths/accidents) at no cost to the employee. Employees may increase their life insurance coverage over the amount covered by the City; however, the increased premium costs will be paid by the employee through a payroll deduction.

Section 8.01a Retiree Health Insurance Benefits

Retired full-time permanent employees with 15 years or more of full-time permanent service and their spouses may participate, at their option, in a City-provided medical, dental and vision plan after the official date of retirement until the participant becomes eligible for SSI or Medicare, whichever is sooner. Retiree pays 100% of the premium for themselves and their spouse (if applicable).

Section 8.02. Salary Continuation

- A. The City will pay for Long-Term Disability (LTD) insurance for all full-time permanent employees. The extent of benefits will be dependent on provider; however, minimum benefits are to be:

1. Coverage beginning on the sixty-first day of disability;

Disability benefit received will be 60 percent of the employee's base salary, with a cap of \$5,000 per month; and

Benefits will be available for the length of disability until retirement age.

- B. The City will provide Short-Term Disability (STD) insurance by a self-funded short-term disability insurance plan which shall consist of-

1. City paid coverage by which the employee utilizes all accrued time off, such as vacation, sick leave, compensatory time, personal holidays, etc. When such accrued time off has been exhausted by the employee, the City will continue to compensate employee at 50 percent of his/her current regular wages through the sixtieth consecutive day of disability.

Section 8.03. Light or Limited Duty

The City may, in accordance with applicable law, assign employees injured or ill from either on-the-job (industrial) or off-the-job (non-industrial) causes to light, limited or modified duty. Such assignments may be temporary or permanent. They may involve duties that differ from the normal work duties of the employee. Such light, limited, or modified duty shall terminate when the employee is physically able to perform all of his/her normal work duties as described in his/her employment classification

Section 8.04. Medical Benefits Opt Out

An employee may choose to opt out of the City's medical benefit by showing annual written proof of coverage under another employer-sponsored medical insurance benefit program. An employee who opts out of the medical benefit will receive a payment for the year equivalent to twenty percent (20%) of the premium for the least expensive employee-only medical benefit provided by the City. This will be made on the first payroll in July each year.

ARTICLE 9.: RETIREMENT

The City of Cotati is a member of the Public Employees Retirement System (PERS). All regular, full-time employees are required to become members of the system. For regular full-time employees, the City pays the required employer PERS contribution, pays up to 7 percent of the employee's share, and covers the cost of administration. The City will contribute up to a total of 9 percent for a sworn safety officer's share, in the employee's name, for employees who are covered under the 3% at 50 PERS retirement program.

The following generally describes existing retirement programs presently provided by PERS in conformance with State laws. State law may change and affect these programs. Non-sworn safety employees will be covered under the "2 percent at 55, average three highest years' salaries formula." Sworn safety employees will be covered under the "3 percent at age 50, average three highest years' salaries formula" effective July 1, 2002. Employees are also covered by the 1959 survivor's benefit option.

When employees separate under a normal service retirement as defined by PERS law and regulations, credit of unused sick leave for continuous employment purposes may be provided at the employee's discretion (also see section on "Sick Leave"). If an employee should leave the City and is no longer eligible for membership in the system, the money contributed on behalf of the employee to PERS will be returned to the employee. An employee may, however, leave the PERS contributions on deposit in the system, with interest, if the employee has five (5) or more years of PERS credited service.

All non-sworn employees in the City of Cotati may organize and conduct one vote between July 1, 2006 and June 30, 2008 to determine if a majority of employees who choose to vote want to adopt enhanced retirement benefit(s) to be fully funded by the employees themselves. The City agrees to meet and confer with the CPMA to discuss the financial impact of a vote to adopt an enhanced retirement formula on employees beginning within sixty days of the non-sworn employee vote.

The City will comply with the Public Employment Retirement Law.

ARTICLE 10: HOLIDAY PAY

Police Lieutenant and Police Sergeants shall be paid for twelve and one half (12.5) ten hour holidays per year which shall be payable in semi-annual installments based on the rate of pay at the time of payment. The first installment shall be paid on the first pay period in December and

represents six and one half holidays (65 hours). The second payment shall be paid on the first pay period in June and represents six holidays (60 hours).

ARTICLE 11: HOURS OF WORK, WORK PERIODS, AND PAY PERIODS

The standard work week for employees assigned to a ten (10) hour work day shall be forty (40) hours. The standard work week for employees assigned to a twelve (12) hour work day shall consist of thirty-six (36) hours during one work week and forty-four (44) hours during the other work week. Both work weeks combined for a twelve (12) hour shift employee shall cover fourteen (14) days and consist of eighty (80) hours. Presently the work period is 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

The regular work shift for sworn employees shall consist of ten (10) hours of work. An optional work shift for sworn employees can consist of a combination of twelve (12) hours of work and eight (8) hours of work for a total of six twelve hour and one eight hour shifts every fourteen days. Prior to shift change, affected employees shall select either a 10 hour work day or a 12 hour work day which will remain in effect throughout the next 6 month scheduling period. All hours shall be designated by the Chief of Policy at his sole discretion with proper notice.

The regular work shift of non-sworn employees shall consist of ten (10) hours of work, with the shifts/hours to be designated by the Chief of Police at his sole discretion.

Except under exigent circumstances, no employee covered under this Agreement shall be required to work more than 16 hours on any given day.

The pay period for all employees shall be semi-monthly. If a payday falls on a holiday or weekend, payday will (if possible) be the last business day before the designated holiday or weekend.

Employees will receive a minimum of two weeks notice for scheduled hours or shift changes, unless exigent circumstances exist. Scheduled changes will not affect the employee's normal consecutive days off unless exigent circumstances exist.

"Exigent circumstances" mean an emergency situation which develops suddenly and unexpectedly and which demands immediate attention and action to preserve the peace and public safety or any circumstance the City cannot control in which the Police Department has three days or less notice of a needed schedule change.

ARTICLE 12: OVERTIME

Section 12.01. Call Out Pay

In the event a Non-FLSA exempt employee is called out for duty or Court appearances the employee will receive compensation at a rate of time and one half the employee's regular hourly rate. Employees who are called out or required to appear in Court shall be compensated at a three (3) hour minimum at time and one half. Call out time shall be defined as time worked by

the employee, in excess of their scheduled work hours in a workday or work week. If Court appearances are scheduled within two (2) hours before or two (2) hours after an employee's regularly scheduled shift, they shall then be paid for actual time worked at a rate of time and one half their regular hourly rate.

Section 12.02. Overtime

It is the policy of the City to discourage overtime except when necessitated by abnormal or unanticipated workload situations. The City has the right to require overtime to be worked as necessary.

The City will compensate eligible employees for overtime worked at a rate of time and one half the employee's regular hourly rate. The Support Services Supervisor position is exempt. Compensation for overtime shall be in the form of cash payment. The City and the Association agree that employees in this Association are covered by the partial exemption set forth at 29 U.S.C. Section 207(k) for the FLSA. For employees assigned to a ten (10) hour shift schedule, overtime shall be defined as all hours actually worked in excess of a regularly scheduled daily shift or forty (40) hours per week.

Employees assigned to a twelve (12) hour shift schedule will normally be scheduled to work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift in a fourteen (14) day pay period. Overtime for employees assigned to this schedule shall be defined as all hours actually worked in excess of a regularly scheduled daily work shift, or their regularly scheduled work week.

All work periods which define overtime based as other than time worked in excess of forty hours are established pursuant to 29 U.S.C. Section 207(k) of the FLSA.

For the purposes of overtime calculations, all paid leave time shall be considered as hours worked.

ARTICLE 13: USE OF CITY OWNED VEHICLES

Section 13.01. Assigned City Vehicle

A City vehicle will be assigned to the following positions due to specific utility requirements:

Police Lieutenant
Police Sergeants

The City and CPMA will reopen negotiations at a time to be determined by the Parties to discuss City take-home vehicle assignments but no change will occur unless the Parties mutually agree.

Section 13.02. Use of City Vehicles

Employees are to use City vehicles for City work. City liability insurance coverage extends to include use of all City owned vehicles when the employee is driving the vehicle on City business. Employees shall not use City vehicles for unauthorized purposes.

ARTICLE 14 : PROBATION

Newly appointed, promoted, and reinstated employees shall be subject to a twelve (12) month probationary period. An employee shall pass probation upon the recommendation of the Chief of Police, with concurrence of the City Manager.

The work and conduct of probationary employees shall be subject to review and evaluation and, if found to be unacceptable, the probationer may be dismissed by the Chief of Police with the consent of the City Manager. Such dismissals, while an employee is on probation, shall not be subject to further review or appeal. Employees on probation in promotional positions must be returned to their previous positions without the right of appeal and must not be terminated without the right of a hearing as described under the section entitled "Disciplinary Action."

ARTICLE 15 : TRANSFER

A change of an employee's place of employment from one department to another, or a lateral change of position in a job class or comparable job class on the same salary range, shall be considered a transfer. The purpose of a transfer is to facilitate adjustment of the employee, to improve placement, to provide an opportunity to prepare for advancement, to eliminate unsatisfactory relationships between employees, or as a result of a reduction in force.

Transferred employees shall retain all accrued benefits, including leave bank . Transfers shall require the approval of the appointing authority involved and the City Manager. Such a transfer may be initiated by request of the employee to the City Manager, by the City Manager, or by the concerned department head or supervisor.

ARTICLE 16 : SEEKING NEW EMPLOYMENT

The City encourages individual initiative and does not wish to stand in the way of an employee applying for a position of advancement elsewhere. By applying for such a position, an employee in no way impairs job security in Cotati. However, job hunting activities shall not interfere with an individual's City duties. Time off for interviews will be charged against the individual's leave bank unless alternative arrangements are made with the concerned department head in advance.

ARTICLE 17 : WORK DISRUPTION

It is agreed and understood that there will be no strike, work stoppage, slowdown, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this MOU, including compliance with the request of other labor organizations to engage in such activity.

The Association recognizes the duties and obligations of its representatives to comply with the provisions of this MOU and to make every effort toward inducing employees to do so. In the

event of a strike, work stoppage, slowdown, or other interference with the operation of the City or its agents by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cease such employee action.

It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination. It is agreed that no lockout of employees shall be instituted by the City during the term of this MOU unless such work disruptions occur.

ARTICLE 18 : CREDIT UNION

Membership in the Redwood Credit Union is presently available to all employees and their families. Additional information concerning the credit union may be obtained from the Administrative Services Department.

ARTICLE 19 : AFFECT OF AGREEMENT

Section 19.01

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Section 19.02

Except as specifically provided herein, it is agreed and understood that the CPMA voluntarily and unqualifiedly waives its right to, and releases the City from, any obligation to meet and confer on any subject or matter contained herein.

Section 19.03

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by the parties hereto and, if required, approved and implemented by the City Council.

Section 19.04

The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent or waiver in the future enforcement of all or any of its terms and provisions.

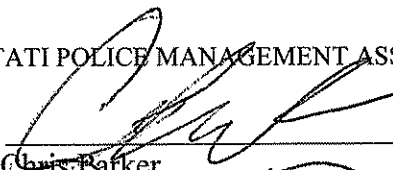
ARTICLE 20 : TERM


Except as indicated herein, this MOU shall be effective July 1, 2008, and expire on June 30, 2009. It shall remain in effect until a successor agreement is negotiated or a party in negotiations for a successor agreement has declared impasse and the administrative impasse resolution

procedures have been exhausted without an agreement being reached. Negotiations for a successor agreement shall commence no later than March 2009.

IN WITNESS THEREOF, this MOU is entered into this 25th day of June 2008, pursuant to the provisions of Government Code Section 3500 et seq.

COTATI POLICE MANAGEMENT ASSOCIATION

By: 
Chris Parker

By: 
Dennis Wallach

CITY OF COTATI

By: _____
Dianne Thompson

Dated: _____

City Council Agenda Consent Calendar

Subject: Authorize the City Manager to sign a letter of agreement to the current Memorandum of Understanding between the City and the Cotati Employees Association (CEA) revising Section 7.01a Retiree Medical Benefits

Date: June 25, 2008

Written By: Jone Hayes, Director of Administrative Services

RECOMMENDATIONS:

It is recommended that the City Council adopt a motion authorizing the City Manager to sign a Letter of Agreement modifying the Current Memorandum of Understanding between the City and the Cotati Employees Association (CEA).

Background/Discussion:

The Current MOU with the Cotati Employees Association (CEA) contains the following provision:
Section 7.01a. Retiree Medical Benefits

Effective July 1, 1995, retired full-time permanent employees may participate, at their option, in a City-provided medical plan for a period of three years after the official date of retirement, or until SSI/Medicare eligibility, whichever is sooner. Retiree pays 100% of the medical premium during the enrollment period.

This language was first used in the Service Employees International Union (SEIU) MOU effective July 1, 1995 through June 30, 1996 and has apparently been carried forward, without comment, in subsequent MOU.

In 1999, instead of adopting new MOUs, the City Council adopted Resolution 99-47 on July 14, 1999. This resolution contained the following language regarding Retiree Health Insurance Benefits:

Retiree Health Insurance Benefits – Effective July 1, 1999 retired full-time permanent employees with 15 years or more of full-time permanent service, and their spouses may participate, at their option, in a City-provided medical, dental and vision plan after the official date of retirement. Retirees pay 100% of the premium at the City's group rate.

It appears that it was the City Council's intent that this language be included in the subsequent MOUs with the CEA, CPOA and CPMA. Staff has reviewed this issue with our personnel attorney and REMIF. Based on that review, the City offered that a letter of agreement be presented to the CEA to replace the language of Section 7.01a with that shown in the attached letter of agreement (Exhibit A).

The CEA received the proposal and, in a unanimous vote, agreed to accept the revised language.

Financial Considerations:

None. Retired employees will pay the full cost of the premium for themselves and their spouse (if applicable). REMIF maintains the retired employees in a separate group, so the impact to the overall performance of the health plans will be negligible. Additionally, retirees and their spouse will be required to transition to SSI or Medicare as soon as they are eligible.

Environmental Issues:

None.

Attachment:

Exhibit A (Letter of Agreement)

Exhibit A

Letter Agreement

Regarding a Modification

To The Current

MEMORANDUM OF UNDERSTANDING

CITY OF COTATI

AND

COTATI EMPLOYEES ASSOCIATION



EFFECTIVE June 26, 2008

DESCRIPTION

It is the intent and purpose of this Letter of Agreement to modify the current Memorandum of Understanding (MOU) between the City of Cotati and the Cotati Employees Association (CEA).

Each Article of the MOU that will be amended is listed below. Amended or added portions of this Agreement shall supersede the existing corresponding section of the MOU.

Section 7.01a. Retiree Medical Benefits - AMENDED

~~Effective July 1, 1995, retired full-time permanent employees may participate, at their option, in a City-provided medical plan for a period of three years after the official date of retirement, or until SSI/Medicare eligibility, whichever is sooner. Retiree pays 100% of the medical premium during the enrollment period.~~

Retiree Health Insurance Benefits – Retired full-time permanent employees with 15 years or more of full-time permanent service and their spouses may participate, at their option, in a City-provided medical, dental and vision plan after the official date of retirement until the participant becomes eligible for SSI or Medicare, whichever is sooner. Retiree pays 100% of the premium for themselves and their spouse (if applicable).

All other portions of the MOU not listed above shall remain in full force and effect for the duration of the current MOU.

TERM

Except as indicated herein, this Letter of Agreement modifying the MOU between the City of Cotati and the Cotati Employees Association shall be effective from June 26, 2008 and expire on June 30, 2009 (unless incorporated into a new MOU). It shall modify the terms and conditions listed above. It shall remain in effect until a successor agreement is negotiated or a party in negotiations for a successor agreement has declared impasse and the administrative impasse resolution procedures have been exhausted without an agreement being reached.

IN WITNESS THEREOF, this Letter of Agreement is entered into this _____ day of June, 2008, pursuant to the provisions of Government Code Section 3500, et seq.

Dated: _____

CITY OF COTATI

By: _____

COTATI EMPLOYEES ASSOCIATION

Dated: _____

By: _____

City Council Agenda Consent Calendar

Subject: Adoption of a resolution calling a General Municipal Election and requesting the Sonoma County Board of Supervisors to consolidate the election.

Date: June 25, 2008

Written By: Tamara Taylor, Deputy City Clerk

Recommendation:

It is recommended by the City Manager's office that the City Council adopt a resolution calling a general municipal election to be held on November 4, 2008 and requesting the Board of Supervisors of the County of Sonoma to consolidate said election and authorize the Deputy City Clerk to carry out all necessary procedures for said election.

Background:

The proposed resolution calls a general municipal election for November 4, 2008 for the election of three members of the City Council and requests the Sonoma County Board of Supervisors to consolidate the City's election with the statewide general election pursuant to California Election Code §10403 and Cotati Municipal Code §1.10 (Elections).

Analysis

The proposed action is pursuant to Cotati Municipal Code §1.10.010 requiring the City's general municipal election to be consolidated and to California Election Code §10403 requiring the resolution requesting consolidation to be filed with the County of Sonoma no later than 88 days prior to the election. The action must be taken at a regular meeting of the City Council.

Financial Considerations:

According to the Sonoma County Registrar of Voters the estimated cost of the 2008 election is in the range of \$5,735 and \$7,646.

Legal Considerations:

As noted above, the recommended action is in compliance with the California Elections Code and Cotati Municipal Code.

Attachment:
Proposed resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI, CALIFORNIA, CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COTATI ON NOVEMBER 4, 2008 AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE, PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, under provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 4, 2008 for the election of Municipal Officers; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election and any other election held on the same day, in the same territory, or in territory that is in part the same, to be held on the same date; and that within the City the precincts, polling places and election officers of the two elections be the same; and that the County Election Department of the County of Sonoma canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COTATI DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Sonoma is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 4, 2008 for the purpose of the election of three Members of the City Council, for the full term of four years.

SECTION 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Cotati recognizes that additional costs will be incurred by the County by reason of this consolidation and has contracted with the County to reimburse the County for any such costs .

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Sonoma.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

* * * * *

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the Cotati City Council held on the 25th day of June 2008 by the following vote, to wit:

GILARDI _____
GUARDINO _____
FOX _____
MINNIS _____
ORCHARD _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

City Attorney

City Council Agenda Public Hearing

Subject: Adoption of a resolution adjusting building permit fees in accordance with Ordinance No. 815 (Adopting the 2007 California Building Codes for the City of Cotati)

Date: June 25, 2008

Written By: Joseph Kagan, Interim Building Official

RECOMMENDATION:

It is recommended by the Department of Community Development that the Council adopt a resolution adjusting building permit fees in accordance with Ordinance No. 815 (Adopting the 2007 California Building Codes for the City of Cotati).

Background:

The California Government and Health and Safety Code requires local municipalities to establish fees, not for general revenue purposes, but to cover the cost, overhead and expenses of enforcing the California Building Codes which were adopted by the City of Cotati on April 28, 2008. These fees will govern the building department, building inspections, building permits, building permit applications, and maintenance of official copies of building plans, issuance of permits, certificates and other documents authorized by code.

Analysis/Discussion:

A review of several cities within the area indicated that minimum building permit fees were as follows:

Novato	\$73.00
Rohnert Park	\$70.00
Windsor	\$60.00
Sonoma County	\$62.00
Sebastopol	\$62.00

Average	\$65.00
----------------	----------------

Since our permit fees have not been changed since June 2003. We should be in accordance with the surrounding cities, thereby informing the public and construction community of our uniformity. Our current minimum permit fee is \$54.

Therefore, staff recommends that the minimum permit fee be established at \$62.00. The attached resolution explains and details the revised fees with fee tables for construction work within the City limits of Cotati.

Financial Considerations:

Unknown. The revenue impact will vary based on the number and types of permits issued.

Attachments:

Proposed resolution with exhibit A (Construction Fee Schedule)

RESOLUTION NO.

RESOLUTION PROVIDING FOR PERMIT FEES IN ACCORDANCE WITH ORDINANCE NO. 815 ADOPTING THE 2007 CALIFORNIA BUILDING CODES FOR THE CITY OF COTATI

SECTION 1. DEPOSIT FOR PERMIT FEES:

Before any permit required by Ordinance is issued, the applicant shall deposit with the City of Cotati the amounts set forth in the "Construction Fee Schedule" attached hereto as Exhibit "A".

SECTION 2. PERMITS AND INSPECTIONS:

Except as specified in Section 108 of the 2007 California Building Code, Appendix Chapter 1, no building or structure regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished unless a separate permit for each building or structure has first been obtained.

SECTION 3. APPLICATION:

To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the code enforcement agency for that purpose.

SECTION 4. FEES:

Fees shall be assessed in accordance with the provisions of this resolution and as set forth in the 2007 California Building Code.

SECTION 5. ENFORCEMENT:

Any permit regulations not specifically covered in this resolution shall be enforced as outlined in Appendix Chapter 1 of the 2007 California Building Code.

SECTION 6. REPEAL OF CONFLICTION RESOLUTION:

All other Resolutions or portions thereof in conflict with this Resolution are hereby repealed.

SECTION 8. SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this resolution.

The City Council hereby declares that it would have passed this resolution and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional on their face or as applied.

SECTION 9. EFFECTIVE DATE:

This resolution shall become effective 30 days after adoption.

IT IS HEREBY CERTIFIED that the foregoing Resolution was duly and introduced by the City Council of the City of Cotati at a regular meeting held on the 14th of May, 2008, by the following vote, to wit:

GILARDI: _____
GUARDINO: _____
FOX: _____
MINNIS: _____
ORCHARD: _____

APPROVED: _____
Mayor

ATTEST: _____
Deputy City Clerk

Approved as to form:

City Attorney

Exhibit "A"
Construction Fee Schedule

1. **JOB VALUATION:**

Building Valuation is used for purposes of determining fees pursuant to Section 108 of the California Building Code currently adopted. Valuation for structures, buildings, alterations, repairs or miscellaneous items not specifically listed above shall be based upon the Building Department's best estimate or current valuations for that class of work or may be based upon actual valuations established from executed contracts for performance of the work if available. Additions shall be valued at the same rate per square foot as for new construction.

New construction valuation shall be set forth as per the current International Building Code Valuation Table as published yearly in the January-February edition of the International Code Council, Building Safety Journal as amended for regional cost differences.

2. **CONSTRUCTION PERMIT FEES:**

New and remodel construction permit fees shall be set forth as follows:

- A. Tables 1-A, 1-B, 1-C, 1-D, and 1-E shall be used to calculate fees for Building, Plumbing, Electrical, Mechanical and Grading permits (see tables attached).
- B. Foundation only permit \$200.00

3. **PLAN REVIEW FEES:**

- A. All plan review fees – 65% of the Building Permit fee.
- B. All plan review fees shall be paid at the time of building permit application, and plan submittal.

4. **STRONG MOTION TAX, STATE OF CALIFORNIA:**

Fees are determined by the State of California at the rate of:

Residential:	\$0.10 per \$1000.00 of building valuation
Commercial:	\$0.21 per \$1000.00 of building valuation

5. **SCHOOL IMPACT FEES:**

School impact fees shall be assessed by the local school district having jurisdiction. Applicants shall demonstrate payment of school impact fees prior to issuance of a construction permit.

Exhibit "A"
Construction Fee Schedule

6. INCREMENTAL FEE:

An Incremental Fee shall be paid at the time of permit issuance in the following amount:

Construction valuation \$1.00 up to and including \$1,000,000.00, fee is .0008 (x) times the construction valuation with a \$4.00 minimum per permit.

Construction valuation \$100,001.00 up to and including \$500,000, fee is .0006 (x) times the construction valuation.

Construction valuation \$500,001.00 and above, fee is .0004 (x) times the construction valuation with a maximum fee of \$500.00 for any single project.

7. OTHER INSPECTIONS AND FEES:

- | | | |
|----|---|-------------------------------------|
| 1. | Inspections outside of normal business hours, per hour (Minimum charge – 2 hours) _____ | \$62 Per Hour * |
| 2. | Reinspection fees assessed under provision of Appendix Chapter 1 Section 109.7 per inspection _____ | \$100 Per Hour * |
| 3. | Inspections for which no fee is specifically indicated, _____ | \$175 Per Hour * |
| 4. | Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (Minimum charge – one-half hour) _____ | \$100 Per Hour * |
| 5. | For use of outside consultants for plan review and inspections or both _____ | Actual Cost * |
| 6. | Additional plan review and field inspections required by State Mandated Laws (Title-24 Energy Conservation) 15% of the Building Permit Fee. | |
| 7. | Strong Motion Instrumental fee (CSIF), see attached fee table. | |
| 8. | Microfilm or duplicating (recording of all industrial, commercial and residential new construction). _____ | \$1.00 Per Page with \$6.00 Minimum |

Exhibit "A"
Construction Fee Schedule

9. Demolition permits, use valuation for building and plan review fees. (Minimum fee - \$62.00) Demolition permits shall be calculated using the Construction Fees Table 1-A, except that a deposit in the amount of 50% of the permit fee of said demolition project shall be collected to ensure performance of work contemplated. If any permit expires as outlined in the California Building Code, before work is completed, the deposit shall be forfeited and the City may cause any unfinished work to be completed at the property owners expense or any other remedy prescribed by law.
10. Swimming pools, spas, and hot tubs, use valuation for building and plan review fees. (Minimum fee - \$62.00)
11. Regional modifier is applied to square foot for construction cost.
 $1.16 \times \text{SF} = \text{Adjusted cost per square foot.}$

Equipment cost per square foot x regional modifier

Air Conditioning

Commercial	\$4.25 SF
Residential	\$3.75 SF

Sprinkler Systems

Residential/Commercial \$3.00 SF

Add or Remodel Deck \$23.00 SF

- * Or the total hourly cost to the jurisdiction, whichever is the greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. Actual cost shall include administrative and overhead costs and shall include any costs for the use of consultants employed by the jurisdiction.

Exhibit "A"
Construction Fee Schedule

Table 1-A
Building Permit Fee Schedule

Total Valuation:	Fee:
\$1.00 to \$500	\$62.00
\$501 to \$2,000	\$62.00 for first \$500 plus \$4.05 each additional \$100 or fraction thereof, to and including \$2,000.
\$2001 to \$25,000	\$122.75 for first \$2,000 plus \$21.51 for each additional \$1,000 or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$617.48 for first \$25,000 plus \$15.52 for each additional \$1,000 or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$1,005.48 for first \$50,000 plus \$10.75 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$1,542.98 for first \$100,000 plus \$8.61 for each additional \$1,000 or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$4,986.98 for first \$500,000 plus \$7.30 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
\$1,000,000 and up	\$8,636.98 for first \$1,000,000 plus \$4.82 for each additional \$1,000 or fraction thereof.

Exhibit "A"
Construction Fee Schedule
TABLE 1 – B –ELECTRICAL PERMIT FEES

Permit Issuance

1. For the issuance of each electrical permit _____ \$62.00
2. For the issuing of each supplemental permit for which the original permit has not expired, been canceled, or finalized. _____ \$32.57
3. Temporary Power Pole _____ \$100.00
4. Residential Electrical Service Upgrade _____ \$150.00

System Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. New Residential Buildings

The following fees shall include all wiring and electrical equipment in or on each building, or other electrical equipment on the same premises constructed at the same time.

Multifamily. For new multifamily buildings (apartments and condominiums) having three or more dwelling units constructed at the same time, not including the area of garages, carports and accessory buildings, per square foot(0.09m²) _____ 0.09

Single and two-family. For new single and two-family residential buildings constructed at the same time and not including the area of garages, carports and accessory buildings, per square foot (0.09m²) _____ 0.10

For other types of residential occupancies and for alterations, Additions, and modifications to existing residential buildings, use the Unit Fee Schedule.

Addition or Alteration _____ 20% of building permit fee
 Commercial Building _____ 25% of building permit fee
 Tenant Improvements _____ 20% of building permit fee

2. Private Swimming Pools

For new private, in-ground swimming pools for single-family and multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each pool (valuation + \$62.00 for electrical, mechanical, and plumbing) _____ 62.00

3. Temporary Power Service

For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks stands, etc., each _____ 14.25

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Receptacle, Switch and Light Outlets

For receptacle, switch, light or other outlets at which current is used or controlled, except services, feeders and meters:

First 20 fixtures, each _____ 1.58

Exhibit "A"

Construction Fee Schedule

Additional fixtures, each	_____	1.06
Note: For multi-outlet assemblies, each 5 feet (1524mm) or fraction thereof may be considered as one outlet.		
2. Lighting Fixtures		
For lighting fixtures, sockets or other lamp holding devices:		
First 20 fixtures, each	_____	1.58
Additional fixtures, each	_____	1.06
For pole or platform-mounted lighting fixtures, each	_____	1.58
For theatrical-type lighting fixtures or assemblies, each	_____	1.58
3. Residential Appliances		
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding 1 horsepower (HP) (746 W) in rating, each		
	_____	6.28
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.		
4. Nonresidential Appliances		
For nonresidential appliances and self-contained factory-wired, Nonresidential appliances not exceeding 1 horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating, including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or similar types of equipment, each		
	_____	6.28
Note: For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.		
5. Power Apparatus		
For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows:		
Rating in horsepower (HP), kilowatts (kW), kilovolt-amperes (kVA) or Kilovolt-amperes-reactive(kVAR):		
Up to and including 1, each	_____	6.28
Over 1 and not over 10, each	_____	15.73
Over 10 and not over 50, each	_____	31.51
Over 50 and not over 100, each	_____	62.99
Over 100, each	_____	92.50
Notes:		
1. For equipment or appliances having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used.		
2. These fees include all switches, circuit breakers, contactors, thermostats, relays and other directly related control equipment.		
6. Busways		
For trolley and plug-in-type busways, each 100 feet (30480 mm) or fraction thereof		
	_____	9.31
Note: An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type		

Exhibit "A"

Construction Fee Schedule

busways. A fee is not required for portable tools.

7. Signs, Outline Lighting and Marquees

For signs, outline lighting systems or marquees supplied from one branch circuit, each _____ 31.06
For additional branch circuits within the same sign, outline lighting system or marquee, each _____ 6.28

8. Services

For services of 600 volts or less and not over 200 amperes in rating, each _____ 92.25
For services of 600 volts or less and over 200 amperes to 1,000 amperes, each _____ 92.25
For services over 600 volts or over 1,000 amperes in rating, each _____ 157.44

9. Miscellaneous Apparatus, Conduits and Conductors

For electrical apparatus, conduits and conductors for which a permit is required but for which no fee is herein set forth _____ 22.67

Note: This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways signs or other equipment.

10. Carnivals and Circuses

Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions.
For electrical generators and electrically driven rides, each _____ 31.51
For mechanically driven rides and walk-through attractions or displays having electrical lighting, each _____ 9.31
For a system of area and booth lighting, each _____ 9.31
For permanently installed rides, booths, displays and attractions, use the Electrical Unit Fee Schedule.

11. Solar Photovoltaic Systems

Residential Roof Mounted Systems _____ 75.00
Commercial Systems 30KW or less _____ 500.00
Commercial Systems 30KW+ _____ plan review inspection @ 100.00 per hour

Other Inspections and Fees:

- 1. Inspections outside of normal business hours, per hour (Minimum charge – 2 hours) _____ \$62 Per Hour *
2. Reinspection fees assessed under provisions of Appendix Chapter 1 Section 109.7 per inspection _____ \$100 *
3. Inspections for which no fee is specifically indicated, _____ \$175 *
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (Minimum charge – one-half hour) _____ \$100 Per Hour *
5. For use of outside consultants for plan review and inspections or both. _____ Actual Cost *
6. Additional plan review and field inspections required by State Mandated Laws (Title-24 Energy Conservation) 15% of the Building Permit fee.
7. Strong Motion Instrumental fee (CSIF), see attached fee table

Exhibit "A"
Construction Fee Schedule

8. Microfilm or duplicating (recording of all industrial, commercial and residential new construction). _____ \$1.00 Per Page
with \$6.00
Minimum
9. Demolition permits, use valuation for building and plan review fees. (Minimum fee - \$62.00) Demolition permits shall be calculated using the Construction Fees Table 1-A, except that a deposit in the amount of 50% of the permit fee of said demolition project shall be collected to ensure performance of work contemplated. If any permit expires as outlined in the California Building Code, before work is completed, the deposit shall be forfeited and the City may cause any unfinished work to be completed at the property owners expense or any other remedy prescribed by law.
10. Swimming pools, spas, and hot tubs, use valuation for building and plan review fees (Minimum fee - \$62.00)
 - * Or the total hourly cost to the jurisdiction, whichever is the greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. Actual cost shall include administrative and overhead costs and shall include any costs for the use of consultants employed by the jurisdiction.

Exhibit "A"
Construction Fee Schedule
TABLE 1-C - MECHANICAL PERMIT FEES

Permit Issuance and Heaters

1. For the issuance of each mechanical permit _____ \$62.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized. _____ \$32.57
3. Residential Furnace Replacement _____ \$75.00

New Residential Buildings

The following fee shall include all mechanical equipment in or on each building or other mechanical equipment on the same premises constructed at the same time, per square foot of building _____ 0.05

- | | | |
|------------------------|-------|----------------------------|
| Addition or Alteration | _____ | 15% of building permit fee |
| Commercial Building | _____ | 15% of building permit fee |
| Tenant Improvements | _____ | 10% of building permit fee |

For other occupancies and alterations, additions and modifications to existing residential buildings, use the MECHANICAL UNIT FEE SCHEDULE.

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. Furnaces

- For the installation or relocation of each forced-air or gravity-type Furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW) _____ 22.72
- For the installation or relocation of each forced-air or burner, Including ducts and vents attached to such appliance over 100,000 Btu/h (29.3kW) _____ 27.94
- For the installation or relocation of each floor furnace, Including vent _____ 22.72
- For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater _____ 22.72

2. Appliance Vents

- For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit _____ 11.13

3. Repairs and Additions

- For the repair of, alteration of or addition to each heating appliance refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporation cooling system, including installation of controls regulated by the Mechanical Code _____ 21.03

4. Boilers, Compressors and Absorption Systems

- For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW) _____ 22.56
- For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW) _____ 41.68

Exhibit "A"
Construction Fee Schedule

For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)	57.18
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)	85.12
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW) or each absorption system over 1,750,000 Btu/h (512.9 kW)	142.22
5. Air Handlers	
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto	16.34
Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.	
For each air-handling unit over 10,000 cfm (4719 L/s)	27.77
6. Evaporative Coolers	
For each evaporative cooler other than portable type	16.34
7. Ventilation and Exhaust	
For each ventilation fan connected to a single duct	11.13
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit	16.34
For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	16.34
8. Incinerators	
For the installation or relocation of each domestic-type incinerator	27.94
For the installation or relocation of each commercial or industrial-type incinerator	22.26
9. Miscellaneous	
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which the fee is listed in the table	16.34
Other Inspections and Fees:	
1. Inspections outside of normal business hours, per hour (Minimum charge – 2 hours)	\$62 Per Hour *
2. Reinspection fees assessed under provisions of Appendix Chapter 1 Section 109.7 per inspection	\$100 *
3. Inspections for which no fee is specifically indicated,	\$175 *
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (Minimum charge – one-half hour)	\$100 Per Hour *
5. For use of outside consultants for plan review and inspections or both.	Actual Cost

Exhibit "A"
Construction Fee Schedule

6. Additional plan review and field inspections required by State Mandated Laws (Title-24 Energy Conservation) 15% of the Building Permit fee.
7. Strong Motion Instrumental fee (CSIF), see attached fee table
8. Microfilm or duplicating (recording of all industrial, commercial and residential new construction). _____ \$1.00 Per Page
with \$6.00
Minimum
9. Demolition permits, use valuation for building and plan review fees. (Minimum fee - \$62.00) Demolition permits shall be calculated using the Construction Fees Table 1-A, except that a deposit in the amount of 50% of the permit fee of said demolition project shall be collected to ensure performance of work contemplated. If any permit expires as outlined in the California Building Code, before work is completed, the deposit shall be forfeited and the City may cause any unfinished work to be completed at the property owners expense or any other remedy prescribed by law.
10. Swimming pools, spas, and hot tubs, use valuation for building and plan review fees (Minimum fee - \$62.00)
 - * Or the total hourly cost to the jurisdiction, whichever is the greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. Actual cost shall include administrative and overhead costs and shall include any costs for the use of consultants employed by the jurisdiction.

Exhibit "A"
Construction Fee Schedule
TABLE 1-D – PLUMBING PERMIT FEES

Permit Issuance

1. For the issuance of each plumbing permit _____ \$62.00
2. For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized _____ \$32.57
3. Residential Water Heater Replacement _____ \$75.00

New Residential Buildings:

The following fee shall include all plumbing equipment or fixtures in or on each building or other plumbing equipment on the same premises constructed at the same time except as covered by well and septic or sewer permits, per square foot of building _____ 0.05

- Addition or Alteration _____ 20% of building permit fee
Commercial Building _____ 20% of building permit fee
Tenant Improvements _____ 15% of building permit fee

For other occupancies and alterations, addition and modification to existing residential buildings, use the PLUMBING UNIT FEE SCHEDULE.

Unit Fee Schedule

(Note: The following do not include permit-issuing fee.)

1. **Fixtures and Vents**
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof) _____ 12.97
For repair or alteration of drainage or vent piping, each fixture _____ 6.33
2. **Sewers, Disposal Systems and Interceptors**
For each building sewer and each trailer park sewer _____ 24.65
For each cesspool _____ 37.25
For each private sewage disposal system _____ 74.50
For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps _____ 24.89
Rainwater systems – per drain (inside building) _____ 12.97
3. **Water Piping and Water Heaters**
For installation, alteration, or repair of water piping or water-treating equipment, or both, each _____ 6.33
For each water heater, including vent _____ 15.89
For vents only, see Table 3-C.
4. **Gas Piping Systems**
For each gas piping system of one to four outlets _____ 6.33
For each additional outlet five or more, each _____ 1.58
5. **Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices**
For each lawn sprinkler system on any one meter, including backflow protection devices thereof _____ 18.91
For atmospheric-type vacuum breakers or backflow protection devices not included in Item 1:
 1 to 5 devices _____ 15.89

Exhibit "A"
Construction Fee Schedule

Over 5 devices, each _____	3.22
For each backflow-protection device other than atmospheric-type vacuum breakers:	
2 inches (50.8mm) and smaller _____	15.89
Over 2 inches (50.8mm) _____	31.80
6. Swimming Pools	
For each swimming pool or spa (based on valuation plus \$62.00 each for plumbing, mechanical, and electrical) _____	\$62.00
7. Miscellaneous	
For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no other fee is listed in this code _____	9.80

Other Inspections and Fees:

1. Inspections outside of normal business hours, per hour (Minimum charge – 2 hours) _____ \$62 Per Hour *
2. Reinspection fees assessed under provisions of Appendix Chapter 1 Section 109.7 per inspection _____ \$100 *
3. Inspections for which no fee is specifically indicated, _____ \$175 *
4. Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (Minimum charge – one-half hour) _____ \$100 Per Hour *
5. For use of outside consultants for plan review and inspections or both. _____ Actual Cost
6. Additional plan review and field inspections required by State Mandated Laws (Title-24 Energy Conservation) 15% of the Building Permit fee.
7. Strong Motion Instrumental fee (CSIF), see attached fee table
8. Microfilm or duplicating (recording of all industrial, commercial and residential new construction). _____ \$1.00 Per Page

with \$6.00
Minimum
9. Demolition permits, use valuation for building and plan review fees. (Minimum fee - \$62.00) Demolition permits shall be calculated using the Construction Fees Table 1-A, except that a deposit in the amount of 50% of the permit fee of said demolition project shall be collected to ensure performance of work contemplated. If any permit expires as outlined in the California Building Code, before work is completed, the deposit shall be forfeited and the City may cause any unfinished work to be completed at the property owners expense or any other remedy prescribed by law.
10. Swimming pools, spas, and hot tubs, use valuation for building and plan review fees (Minimum fee - \$62.00)

* Or the total hourly cost to the jurisdiction, whichever is the greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. Actual cost shall include administrative and overhead costs and shall include any costs for the use of consultants employed by the jurisdiction.

Exhibit "A"
Construction Fee Schedule

Table 1-E
Grading Plan Review Fees
Grading Permit Fees

Grading Plan Review Fees:

1. Less than 50 cubic yards _____ \$62.00
2. All other plan review fees shall be charged at 65% of the grading permit fee, or the total cost to the jurisdiction, whichever is greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. Actual cost shall include administrative and overhead costs and shall include any costs for the use of consultants employed by the jurisdiction.

Grading and Drainage Permit Fees:

1. Less than 50 cubic yards _____ \$62.00
2. More than 50 cubic yards but less than 1,000 cubic yards _____ \$62.00 plus \$35.00 per 100 cu. yds. over 100 cu. yds.
3. 1,000 to 10,000 cubic yards _____ \$275.00 plus \$200.00 per 1,000 cu. yds. over 1,000
4. 10,000 to 100,000 cubic yards _____ \$1,626.00 plus \$20.00 per 1,000 cu. yds. over 10,000
5. Over 100,000 cubic yards _____ \$2,525.00 plus \$10.00 per 1,000 cu. yds. over 100,000

City Council Agenda Consent Calendar

Subject: Ahwahnee Principles

Date: June 25, 2008

Written by: Damien O'Bid, City Engineer

Recommendation

It is recommended by the City Engineer that the Council approve a resolution adopting the Ahwahnee Principles for Resource Efficient Communities, the Ahwahnee Principles for Economic Development, and the Ahwahnee Water Principles for Resource Efficient Land Use to guide and inform future decision-making.

Background

As communities throughout the country continue to grow, it has led to heightened concern over the existing pattern of urban and suburban development and the resulting impairment on our quality of life. In response to this, the initial Ahwahnee Principles for Resource Efficient Communities was crafted in 1991. As implied by the name, the authors who crafted the initial Ahwahnee Principles met at the Ahwahnee Hotel in Yosemite National Park.

Subsequently, complementary Ahwahnee Principles were created, including the Ahwahnee Principles for Economic Development (1997), the Ahwahnee Water Principles for Resource Efficient Land Use (2005), and the draft Ahwahnee Principles for Climate Change.

On May 24, 2006 the Council adopted Resolution 06-51 (Supporting the Ahwahnee Water Principles for Resource Efficient Land Use), which directed staff to incorporate the Ahwahnee Water Principles, as appropriate, in the General Plan Update. It has been a goal of the City's for some time to fully adopt all of the Ahwahnee Principles.

Ahwahnee Principles for Resource Efficient Communities

The Ahwahnee Principles for Resource Efficient Communities (Ahwahnee Resource Principles) were developed to address the major challenges facing cities and counties around the existing patterns of urban and suburban development. The authors believed that the prevalent pattern practice of building housing far from jobs and services was impairing our quality of life in many ways by increasing congestion and air pollution, accelerating the loss of precious open space, and creating the need for costly improvements to roads and public services. In turn, this led to the inequitable distribution of economic resources, and the loss of a sense of community. The primary goal of the Ahwahnee Resource Principles is to help guide and inform decisions for

planning communities that will more successfully serve the needs of those who live and work within them. The Ahwahnee Resource Principles are included as Exhibit A to this staff report.

Ahwahnee Principles for Economic Development

The Ahwahnee Principles for Economic Development (Ahwahnee Economic Principles) were developed as guides in the creation and maintenance of a sustainable standard of living and a high quality of life for all. To meet this challenge, a comprehensive new model is needed which recognizes the economic value of natural and human capital. The Ahwahnee Economic Principles promote embracing economic, social, and environmental responsibility, which are critical building blocks for success. These principles also emphasize community-wide and regional collaboration for building prosperous and livable places. While each community and region has unique challenges and opportunities, the Ahwahnee Economic Principles can guide an integrated approach to promote economic vitality within their communities and in partnership with regional neighbors. The Ahwahnee Economic Principles are included as Exhibit B to this staff report.

Ahwahnee Water Principles for Resource Efficient Land Use

The Ahwahnee Water Principles for Resource Efficient Land Use (Ahwahnee Water Principles) was developed to address the major challenges facing cities and counties around water contamination, storm water runoff, flood damage liability, and concerns about whether there will be enough reliable water for current residents as well as for new development. Other cities and counties in California have adopted the Ahwahnee Water Principles, including the Town of Windsor, Marin County, Menlo Park, Morgan Hill, Palo Alto, Petaluma, Richmond, Rohnert Park, San Luis Obispo, Santa Rosa, Sunnyvale, Ukiah, Ventura, and Ventura County. The Ahwahnee Water Principles are included as Exhibit C to this staff report.

Ahwahnee Principles for Climate Change

The Ahwahnee Principles for Climate Change is currently in draft form, and it is unknown when this document will be finalized.

Analysis/Discussion

After the adoption of Resolution 06-51, the City expressed continued interest in expanding the scope and application of the Ahwahnee Principles to all aspects of City operations. Therefore, rather than narrowly applying the Ahwahnee Water Principles to the General Plan Update, the Ahwahnee Principles would be formally established as the City's guiding principles.

The Ahwahnee Resource Principles, the Ahwahnee Economic Principles, and the Ahwahnee Water Principles (collectively the Ahwahnee Principles) were written to inform resource and land use decisions and to elevate the planning and decision-making process to create sustainable communities. Therefore, if adopted, all aspects of City operations would be viewed through the lens of the Ahwahnee Principles with the end goal of creating a truly sustainable community. While the City is already striving to follow these principles, adoption of this resolution will formalize them as guiding principles.

In some cases, it would be necessary to revise and update existing City documents and processes, and implement new programs to fully embody the Ahwahnee Principles. In these cases, City

staff will continually work to implement the principles as scheduled updates to documents occur and as resources allow.

Financial Considerations

City documents and processes will need to be reviewed and updated to ensure they align with the Ahwahnee Principles. As mentioned earlier, this process would occur as these documents and processes are scheduled for updating. Therefore, it is expected to result in an unknown, but likely nominal, increase in cost.

Implementing new programs, such as creation of household or community grey water monitoring program, can only occur as resources become available. While this could add substantial costs, it is expected that these programs will eventually be required as continued population growth and uncertainties around climate change put additional pressures on the regions finite resources.

Legal Considerations

There are no known legal issues, as the Ahwahnee Principles are guiding principles, not mandates.

Environmental Issues

None.

Summary and Conclusion

By adopting this resolution, the City will continue to align its operations and future decision-making with the Ahwahnee Principles. The City will work to revise documents, procedures and programs to implement these principles and chart a course that furthers the City's goal of creating a sustainable community. Further, as resources allow, the City will also work to implement all programmatic elements of the Ahwahnee Principles.

Therefore, staff recommends that the Council adopt the Ahwahnee Principles for Resource Efficient Communities, the Ahwahnee Principles for Economic Development and the Ahwahnee Water Principles for Resource Efficient Land Use.

Attachments:

Proposed resolution including:

1. Exhibit A: Ahwahnee Principles for Resource Efficient Communities
2. Exhibit B: Ahwahnee Principles for Economic Development
3. Exhibit C: Ahwahnee Water Principles for Resource Efficient Land Use

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COTATI TO ADOPT THE AHWAHNEE PRINCIPLES FOR RESOURCE EFFICIENT COMMUNITIES, THE AHWAHNEE PRINCIPLES FOR ECONOMIC DEVELOPMENT, AND THE AHWAHNEE WATER PRINCIPLES FOR RESOURCE EFFICIENT LAND USE

WHEREAS, on May 24, 2006, the Council adopted Resolution 06-51 Supporting the Ahwahnee Water Principles for Resource Efficient Land Use, which directed staff to incorporate the Ahwahnee Water Principles, as appropriate, in the General Plan Update; and

WHEREAS, the prevalent pattern of development can impair our quality of life by increasing congestion and air pollution due to our increased dependence on automobiles, the loss of precious open space, the need for costly improvements to roads and public services, the inequitable distribution of economic resources, and the loss of a sense of community; and

WHEREAS, the creation and maintenance of a sustainable standard of living and a high quality of life for all requires an integrated approach that embraces economic, social, and environmental responsibility; and

WHEREAS, cities and counties are facing major challenges with water contamination, storm water runoff, flood damage liability and concerns about whether there will be enough reliable water for current residents as well as for new development; and

WHEREAS, the Ahwahnee Principles for Resource Efficient Communities, the Ahwahnee Principles for Economic Development, and the Ahwahnee Water Principles for Resource Efficient Land Use (collectively the Ahwahnee Principles) have been created to address these issues by guiding and informing decision-making to create sustainable communities; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cotati that it hereby adopts the attached Ahwahnee Principles for Resource Efficient Communities (Exhibit A) and desires to implement them as resources allow to meet the goal of planning communities that will more successfully serve the needs of those who live and work within them.

BE IT FURTHER RESOLVED by the City Council of the City of Cotati that it hereby adopts the attached Ahwahnee Principles for Economic Development (Exhibit B) and desires to implement them as resources allow to create and maintain a sustainable standard of living and a high quality of life for all.

BE IT FURTHER RESOLVED by the City Council of the City of Cotati that it hereby adopts the attached Ahwahnee Water Principles for Resource-Efficient Land Use (Exhibit C) and desires to implement them as resources allow to deal with the challenges of water contamination, storm water runoff, flood damage liability, and water supply for existing and new residents.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly introduced and legally adopted at a regular meeting of the City Council of the City of Cotati held on the 25th day of June, 2008 by the following vote, to wit:

FOX: _____
ORCHARD: _____
GILARDI: _____
MINNIS: _____
GUARDINO: _____

Approved: _____
Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Ahwahnee Principles for Resource-Efficient Communities

Preamble

Existing patterns of urban and suburban development seriously impair our quality of life. The symptoms are: more congestion and air pollution resulting from our increased dependence on automobiles, the loss of precious open space, the need for costly improvements to roads and public services, the inequitable distribution of economic resources, and the loss of a sense of community. By drawing upon the best from the past and the present, we can plan communities that will more successfully serve the needs of those who live and work within them. Such planning should adhere to certain fundamental principles.

Community Principles

1. All planning should be in the form of complete and integrated communities containing housing, shops, work places, schools, parks and civic facilities essential to the daily life of the residents.
2. Community size should be designed so that housing, jobs, daily needs and other activities are within easy walking distance of each other.
3. As many activities as possible should be located within easy walking distance of transit stops.
4. A community should contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.
5. Businesses within the community should provide a range of job types for the community's residents.
6. The location and character of the community should be consistent with a larger transit network.
7. The community should have a center focus that combines commercial, civic, cultural and recreational uses.
8. The community should contain an ample supply of specialized open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.
9. Public spaces should be designed to encourage the attention and presence of people at all hours of the day and night.
10. Each community or cluster of communities should have a well-defined edge, such as agricultural greenbelts or wildlife corridors, permanently protected from development.

11. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations. Their design should encourage pedestrian and bicycle use by being small and spatially defined by buildings, trees and lighting; and by discouraging high speed traffic.
12. Wherever possible, the natural terrain, drainage and vegetation of the community should be preserved with superior examples contained within parks or greenbelts.
13. The community design should help conserve resources and minimize waste.
14. Communities should provide for the efficient use of water through the use of natural drainage, drought tolerant landscaping and recycling.
15. The street orientation, the placement of buildings and the use of shading should contribute to the energy efficiency of the community.

Regional Principles

1. The regional land-use planning structure should be integrated within a larger transportation network built around transit rather than freeways.
2. Regions should be bounded by and provide a continuous system of greenbelt/wildlife corridors to be determined by natural conditions.
3. Regional institutions and services (government, stadiums, museums, etc.) should be located in the urban core.
4. Materials and methods of construction should be specific to the region, exhibiting a continuity of history and culture and compatibility with the climate to encourage the development of local character and community identity.

Implementation Principles

1. The general plan should be updated to incorporate the above principles.
2. Rather than allowing developer-initiated, piecemeal development, local governments should take charge of the planning process. General plans should designate where new growth, infill or redevelopment will be allowed to occur.
3. Prior to any development, a specific plan should be prepared based on these planning principles.
4. Plans should be developed through an open process and participants in the process should be provided visual models of all planning proposals.

Authors: Peter Calthorpe, Michael Corbett, Andres Duany, Elizabeth Moule, Elizabeth Plater-Zyberk, and Stefanos Polyzoides

Editor: Peter Katz, Judy Corbett, and Steve Weissman

EXHIBIT B

Ahwahnee Principles for Economic Development

Preamble

Prosperity in the 21st Century will be based on creating and maintaining a sustainable standard of living and a high quality of life for all. To meet this challenge, a comprehensive new model is emerging which recognizes the economic value of natural and human capital. Embracing economic, social, and environmental responsibility, this approach focuses on the most critical building blocks for success, the community and the region. It emphasizes community-wide and regional collaboration for building prosperous and livable places. While each community and region has unique challenges and opportunities, the following common principles should guide an integrated approach by all sectors to promoting economic vitality within their communities, and in partnership with their neighbors in the larger region.

1. Integrated Approach

Government, business, education, and the community should work together to create a vibrant local economy, through a long-term investment strategy that:

- encourages local enterprise
- serves the needs of local residents, workers, and businesses
- promotes stable employment and revenues by building on local competitive advantages
- protects the natural environment
- increases social equity
- is capable of succeeding in the global marketplace.

2. Vision and Inclusion

Communities and regions need a vision and strategy for economic development according to these principles. Visioning, planning and implementation efforts should continually involve all sectors, including the voluntary civic sector and those traditionally left out of the public planning process.

3. Poverty Reduction

Both local and regional economic development efforts should be targeted to reducing poverty, by promoting jobs that match the skills of existing residents, improving the skills of low-income individuals, addressing the needs of families moving off welfare, and insuring the availability in all communities of quality affordable child care, transportation, and housing.

4. Local Focus

Because each community's most valuable assets are the ones they already have, and existing businesses are already contributing to their home communities, economic development efforts should give first priority to supporting existing enterprises as the best source of business expansion and local job growth. Luring businesses away from neighboring communities is a zero-sum game that doesn't create new wealth in the regional economy. Community economic development should focus instead on promoting local entrepreneurship to build locally based industries and businesses that can succeed among national and international competitors.

5. Industry Clusters

Communities and regions should identify specific gaps and niches their economies can fill, and promote a diversified range of specialized industry clusters drawing on local advantages to serve local and international markets.

6. Wired Communities

Communities should use and invest in technology that supports the ability of local enterprises to succeed, improves civic life, and provides open access to information and resources.

7. Long-Term Investment

Publicly supported economic development programs, investments, and subsidies should be evaluated on their long-term benefits and impacts on the whole community, not on short-term job or revenue increases. Public investments and subsidies should be equitable and targeted, support environmental and social goals, and prioritize infrastructure and supportive services that promote the vitality of all local enterprises, instead of individual firms.

8. Human Investment

Because human resources are so valuable in the information age, communities should provide life-long skills and learning opportunities by investing in excellent schools, post-secondary institutions, and opportunities for continuous education and training available to all.

9. Environmental Responsibility

Communities should support and pursue economic development that maintains or improves, not harms, the environmental and public health.

10. Corporate Responsibility

Enterprises should work as civic partners, contributing to the communities and regions where they operate, protecting the natural environment, and providing workers with good pay, benefits, opportunities for upward mobility, and a healthful work environment.

11. Compact Development

To minimize economic, social, and environmental costs and efficiently use resources and infrastructure, new development should take place in existing urban, suburban, and rural areas before using more agricultural land or open space. Local and regional plans and policies should contain these physical and economic development planning principles to focus development activities in desired existing areas.

12. Livable Communities

To protect the natural environment and increase quality of life, neighborhoods, communities and regions should have compact, multi-dimensional land use patterns that ensure a mix of uses, minimize the impact of cars, and promote walking, bicycling, and transit access to employment, education, recreation, entertainment, shopping, and services. Economic development and transportation investments should reinforce these land use patterns, and the ability to move people and goods by non-automobile alternatives wherever possible.

13. Center Focus

Communities should have an appropriately scaled and economically healthy center focus. At the community level, a wide range of commercial, residential, cultural, civic, and recreational uses should be located in the town center or downtown. At the neighborhood level, neighborhood centers should contain local businesses that serve the daily needs of nearby residents. At the regional level, regional facilities should be located in urban centers that are accessible by transit throughout the metropolitan area.

14. Distinctive Communities

Having a distinctive identity will help communities create a quality of life that is attractive for business retention and future residents and private investment. Community economic development efforts should help to create and preserve each community's sense of uniqueness, attractiveness, history, and cultural and social diversity, and include public gathering places and a strong local sense of place.

15. Regional Collaboration

Since industries, transportation, land uses, natural resources, and other key elements of a healthy economy are regional in scope, communities and the private sector should cooperate to create regional structures that promote a coherent metropolitan whole that respects local character and identity.

EXHIBIT C

The Ahwahnee Water Principles for Resource Efficient Land Use

Preamble

Cities and counties are facing major challenges with water contamination, storm water runoff, flood damage liability, and concerns about whether there will be enough reliable water for current residents as well as for new development. These issues impact city and county budgets and taxpayers. Fortunately there are a number of stewardship actions that cities and counties can take that reduce costs and improve the reliability and quality of our water resources.

The Water Principles below complement the Ahwahnee Principles for Resource-Efficient Communities that were developed in 1991. Many cities and counties are already using them to improve the vitality and prosperity of their communities.

Community Principles

1. Community design should be compact, mixed use, walkable and transit-oriented so that automobile-generated urban runoff pollutants are minimized and the open lands that absorb water are preserved to the maximum extent possible.
2. Natural resources such as wetlands, flood plains, recharge zones, riparian areas, open space, and native habitats should be identified, preserved and restored as valued assets for flood protection, water quality improvement, groundwater recharge, habitat, and overall long-term water resource sustainability.
3. Water holding areas such as creek beds, recessed athletic fields, ponds, cisterns, and other features that serve to recharge groundwater, reduce runoff, improve water quality and decrease flooding should be incorporated into the urban landscape.
4. All aspects of landscaping from the selection of plants to soil preparation and the installation of irrigation systems should be designed to reduce water demand, retain runoff, decrease flooding, and recharge groundwater.
5. Permeable surfaces should be used for hardscape. Impervious surfaces such as driveways, streets, and parking lots should be minimized so that land is available to absorb storm water, reduce polluted urban runoff, recharge groundwater and reduce flooding.
6. Dual plumbing that allows graywater from showers, sinks and washers to be reused for landscape irrigation should be included in the infrastructure of new development.

7. Community design should maximize the use of recycled water for appropriate applications including outdoor irrigation, toilet flushing, and commercial and industrial processes. Purple pipe should be installed in all new construction and remodeled buildings in anticipation of the future availability of recycled water.
8. Urban water conservation technologies such as low-flow toilets, efficient clothes washers, and more efficient water-using industrial equipment should be incorporated in all new construction and retrofitted in remodeled buildings.
9. Ground water treatment and brackish water desalination should be pursued when necessary to maximize locally available, drought-proof water supplies.

Implementation Principles

1. Water supply agencies should be consulted early in the land use decision-making process regarding technology, demographics and growth projections.
2. City and county officials, the watershed council, LAFCO, special districts and other stakeholders sharing watersheds should collaborate to take advantage of the benefits and synergies of water resource planning at a watershed level.
3. The best, multi-benefit and integrated strategies and projects should be identified and implemented before less integrated proposals, unless urgency demands otherwise.
4. From start to finish, projects and programs should involve the public, build relationships, and increase the sharing of and access to information.
5. Plans, programs, projects and policies should be monitored and evaluated to determine if the expected results are achieved and to improve future practices.

Authors: Celeste Cantu, Martha Davis, Jennifer Hosterman, Susan Lien Longville, Jeff Loux, John Lowrie, Jonas Minton, Mary Nichols, Virginia Porter, Al Wanger, Robert Wilkinson, Kevin Wolf

Editor: Judy Corbett

**Joint Meeting of City Council and
Community Redevelopment Agency
Board of Directors Agenda
Consent Calendar**

Subject: Receive and File Warrants and Audited Claims for May 29th, 2008 – June 11th, 2008

Date: June 25th, 2008

Written By: Jone Hayes, Director of Administrative Services

Recommendation:

It is recommended that the City Council receive and file the warrants and audited claims (the A/P Check Registers) as submitted.

Background:

Warrants (checks) are created by City Staff in compliance with the following Municipal Code Sections:

2.12.160 Expenditure control--Purchasing.

It shall be the duty of the city manager to see that no expenditures shall be submitted or recommended to the city council except on approval of the city manager or his authorized representative. The city manager, or his authorized representative, shall be responsible for the purchase of all supplies for all the departments or divisions of the city. (Ord. 97 §7.9, 1968).

3.36.010 Expenditures--Compliance required.

All expenditures of city funds in connection with purchases must be made strictly in accordance with the duly adopted budget, and in order that budgetary control may be effectively exercised, the procedures in this chapter shall be followed. (Ord. 575 §1(part), 1992).

Discussion/Analysis

Warrants and Audited Claims listings (now identified as the A/P Check Registers) list all warrants issued for the period indicated. Per Council action on July 11, 2007 all warrants are released as they are created.

All expenditures of City funds in connection with wages and benefits and purchases of services or materials are strictly in accordance with the duly adopted budget and / or Council actions amending the adopted budget. Expenditures have been approved for payment by either the City Manager or by Department Heads.

Financial Considerations:

The following are the totals for the Warrants and Audited Claims (the A/P Check Registers) issued for the period of May 29th 2008 – June 11th, 2008:

June 11, 2008	\$ 157,415.84
June 11, 2008	946.02
June 11, 2008	<u>118.68</u>
	\$ 158,480.54

Environmental Issues:

None.

Attachments:
A/P Check Registers

6/11/2008 1:30 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 00200 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
ACT01	I-25025	ACTION SPORTS & POWER EQUIPMENT BAR & CHAIN - CHAINSAW	R	6/11/2008		42.28CR	056125	42.28
AFL01	AFLAC I-418616 I-985479ER	PG156 EMP PREMIUMS 5/16-5/31 SERVICE FEES - MAY 2008	R	6/11/2008		708.50CR 48.00CR	056126 056126	756.50
AME04	AMERICAN MESSAGING I-M7261760IF	6/1 - 6/30/08	R	6/11/2008		69.11CR	056127	69.11
ARA03	ARAMARK UNIFORM SVCS. INC I-052308	#11859000 - MAY 2008	R	6/11/2008		509.56CR	056128	509.56
ATT08	AT&T / MCI I-T8054745 I-T8055884	707-793-8562-690 C60-739-3086-555	R	6/11/2008		16.01CR 2,082.17CR	056129 056129	2,098.18
ATT10	AT&T I-155584	0650617150598 4/22 - 5/21/08	R	6/11/2008		40.88CR	056130	40.88
BAB02	BABCOCK FLOORS I-212	COTATI RM FLOORING	R	6/11/2008		14,552.00CR	056131	14,552.00
BRE01	BRELJE & RACE, INC. I-45400 I-45438	WELL 2 SAMPLES - 3/31/08 SAMPLES - APRIL 2008	R	6/11/2008		1,407.50CR 985.60CR	056132 056132	2,393.10
CIT05	CITY OF ROHNERT PARK I-20053	ANIMAL SVCS - JUNE 2008	R	6/11/2008		1,414.39CR	056133	1,414.39
CON10	CONCOPHILLIPS FLEET I-870135035805	FUEL CHGS - MAY 2008	R	6/11/2008		4,064.30CR	056134	4,064.30
COT01	COTATI CHAMBER OF I-060108	ECONOMIC DEV SVCS - JUNE 2008	R	6/11/2008		3,000.00CR	056135	3,000.00
CUL01	CULLIGAN I-052108	#98186 HI-CAP RENTAL 5/22-6/20	R	6/11/2008		36.29CR	056136	36.29
DAV07	KATIE DAVIS I-051908	REFUND KIDS DAY BOOTH RENTAL	R	6/11/2008		65.00CR	056137	65.00

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
DAW01	GAY DAWSON I-061008	YOGA INSTRUCTOR - MAY 2008	R	6/11/2008		15.60CR	056138	15.60
DEP04	DEPART. OF TRANSPORTATION I-181051	SIGNALS/LIGHTING - APRIL 2008	R	6/11/2008		174.13CR	056139	174.13
DUN02	DUNN EDWARDS CORP. I-2042005325 I-2042005450	GRAFFITI PAINT CURB PAINT - DOWNTOWN	R	6/11/2008		26.94CR 181.40CR	056140 056140	208.34
GRA03	GRAPHIC CONTROLS LLC I-JG3368	WELL CHARTS	R	6/11/2008		164.15CR	056141	164.15
GRO05	GROENIGER AND COMPANY I-4000941-02	HYDRANT METERS (2)	R	6/11/2008		1,788.65CR	056142	1,788.65
HOR02	HORIZON/AUTOMATIC RAIN I-10556539-00	PARK SUPPLIES	R	6/11/2008		49.16CR	056143	49.16
HSB01	HSBC BUSINESS SOLUTIONS I-58536 I-59356	KITCHEN SUPPLIES - PD CORP YARD SUPPLIES	R	6/11/2008		170.43CR 52.00CR	056144 056144	222.43
INF01	INFOTOR, INC. I-73251 I-73252	RECORD STORAGE - JUNE 2008 RECORD DESTRUCTION - PD/PW	R	6/11/2008		150.66CR 167.50CR	056145 056145	318.16
INF02	INFOSEND, INC. I-31904	STATEMENT PRINTING-MAY 2008	R	6/11/2008		21.13CR	056146	21.13
INT14	INTERACTIVE COMPUTER DESIGNS INC. I-65985	INSITE FEES - MAY 2008	R	6/11/2008		117.00CR	056147	117.00
JAN02	JANI-KING OF CALIF. INC. I-5080701 I-5080702 I-6080328	CLASSROOM #6 - MAY 2008 COTATI RM - MAY 2008 JANITORIAL SVC - JUNE 2008	R	6/11/2008		90.00CR 480.00CR 2,581.99CR	056148 056148 056148	3,151.99
KAI02	KAISER PERMANENTE - OHSS I-052408	#100039076-KAPPEL / GUYDEN	R	6/11/2008		160.00CR	056149	160.00
LIE01	LIEBERT CASSIDY WHITMORE I-89072	HARRASSMENT TRAINING	R	6/11/2008		2,500.00CR	056150	2,500.00

PACKET: 00200 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
MAR10	MARTIN & CHAPMAN CO. I-28304 I-28321	ELECTION MATERIALS ELECTION MATERIALS	R R	6/11/2008 6/11/2008		17.78CR 39.33CR	056151 056151	57.11
MCL01	MCLEA'S TIRE & AUTOMOTIVE C-6009887 I-6009889 I-6009914	REIMB OVERCHGS-OIL CHANGES #17 - TIRES (4) #19 - TIRES (4)	R R R	6/11/2008 6/11/2008 6/11/2008		8.62 436.33CR 436.33CR	056152 056152 056152	864.04
MEA02	MEAD CLARK LUMBER CO. INC. I-791292	SCHOOL ST GUARDRAIL SUPPLIES	R	6/11/2008		997.26CR	056153	997.26
MEY02	MEYERS NAVE I-2008031125 I-2008040976 I-2008040977	LEGAL SVCS - MARCH 2008 LEGAL SVCS - APRIL 2008 COST RECOVERY - APRIL 2008	R R R	6/11/2008 6/11/2008 6/11/2008		10,600.00CR 10,684.40CR 14,259.12CR	056154 056154 056154	35,543.52
MIC05	MICHAEL'S HARLEY DAVIDSON I-96490916	10,000 MILE SVC / REPL HINGE	R	6/11/2008		396.98CR	056155	396.98
MON01	MONK & ASSOCIATES, INC. I-108020 I-108021 I-408016	DSP EIR - JAN 2008 CTS REG ASSISTANCE - JAN 2008 DSP EIR - APRIL 2008	R R R	6/11/2008 6/11/2008 6/11/2008		1,698.25CR 2,095.00CR 409.00CR	056156 056156 056156	4,202.25
NOR03	NORTH BAY POLYGRAPH I-261	PRE-EMP POLY-GUYDAD/LYSSAND	R	6/11/2008		270.00CR	056157	270.00
OFF09	OFFICE DEPOT I-431058456-001 I-431426467-001	OFFICE SUPPLIES OFFICE SUPPLIES	R R	6/11/2008 6/11/2008		140.42CR 43.68CR	056158 056158	184.10
PAR10	PARISI ASSOCIATES I-427	DSP - NOV 2007	R	6/11/2008		4,050.00CR	056159	4,050.00
PER07	MANUEL PEREZ I-061008	REF RM RENTAL DEPOSIT-6/7/08	R	6/11/2008		50.00CR	056160	50.00
PET05	PETTY CASH-JONE HAYES I-061008	PETTY CASH REIMBURSEMENT	R	6/11/2008		261.50CR	056161	261.50
PGE01	PG&E I-052708	6345507202-3 4/19 - 5/27/08	R	6/11/2008		11,844.75CR	056162	11,844.75

6/11/2008 1:30 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 00200 Regular Payments

VENDOR SET: 01

BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
PRE06	PRECISION WIRELESS SERVICE I-17994	LIGHT INSTALL - COMM VAN	R	6/11/2008		165.00CR	056163	165.00
RED09	REDWOOD LOCK & KEY I-82765	REPL ADMIN SVC KEYLESS ENTRY	R	6/11/2008		787.76CR	056164	787.76
ROS04	ROSS RECREATION EQUIPMENT CO, INC. I-76628	KOTATE PK BELT BRIDGE REPL	R	6/11/2008		1,094.06CR	056165	1,094.06
ROY02	ROYAL COACH CAR WASH I-060208	PD CARWASH - MAY 2008	R	6/11/2008		88.50CR	056166	88.50
SIG05	SIGN-A-RAMA I-4758	DOG REGULATION SIGNS (40)	R	6/11/2008		954.67CR	056167	954.67
SON08	SONOMA CITY WATER AGENCY I-28904	AQUEDUCT USAGE - MAY 2008	R	6/11/2008		34,875.89CR	056168	34,875.89
SON19	SONOMA CTY SUPERIOR COURT I-050508	PARKING VIOLATIONS-APRIL 2008	R	6/11/2008		260.00CR	056169	260.00
STA10	STATE OF CALIF DEPT OF CONSUMER AFFAIRS I-061008	#63012 O'BID - RENEWAL	R	6/11/2008		187.50CR	056170	187.50
TER01	TERMINIX PROCESSING CENTER I-278045079 I-278045080	COTATI RM / REC - JUNE 2008 CITY HALL - JUNE 2008	R R	6/11/2008 6/11/2008		52.00CR 45.00CR	056171 056171	97.00
THE01	THE 24 HOUR HEALTH CLUB I-060408	HEALTH CLUB DUES - MAY 2008	R	6/11/2008		355.00CR	056172	355.00
TRU01	TRUGREEN LANDCARE I-6182720	LANDSCAPE SVCS - JUNE 2008	R	6/11/2008		9,488.45CR	056173	9,488.45
UNI07	UNITED SITE SERVICES, INC. I-545781	PORTOLET RENTAL - VETS PARK	R	6/11/2008		103.03CR	056174	103.03
USB01	U.S. BANK CORPORATE PAYMENT SYSTEM I-052208	4246-0445-5564-9833-MAY 2008	R	6/11/2008		5,040.43CR	056175	5,040.43
VER02	VERIZON WIRELESS I-0658804353	270579820-00001 4/22-5/21/08	R	6/11/2008		169.94CR	056176	169.94

PACKET: 00200 Regular Payments
 VENDOR SET: 01
 BANK : AP AP - CASH CLEARING (POOL)

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
WAS01	JAMES WASHINGTON I-2008017	NETWORK SVCS - MAY 2008	R	6/11/2008		806.25CR	056177	806.25
WES03	WESTAMERICA BANK I-061008	526 000 0309-71-1520 PD	R	6/11/2008		5,367.97CR	056178	5,367.97
WHI04	WHITLOCK & WEINBERGER INC I-10523	W COTATI TRAFFIC MONITORING	R	6/11/2008		905.60CR	056179	905.60
WIL02	WILLIAMS USA, LLC I-3129	WATER TANK LEVEL REPORTING	R	6/11/2008		14.95CR	056180	14.95

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	56	0.00	157,415.84	157,415.84
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	56	0.00	157,415.84	157,415.84

TOTAL ERRORS: 0

REFUNDS CHECK REGISTER

6/11/2008 1:02 PM
 PACKET: 00198 US - Refund
 VENDOR SET: 01 City of Cotati
 BANK: AP AP - CASH CLEARING (POOL)

VENDOR	I. D.	NAME	CHECK TYPE	DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000200806030104	ROMAN, ALYCE ROMAN, ALYCE	R	6/11/2008		115.81	056112	115.81
1	I-000200806030105	KATEN, ADELINE KATEN, ADELINE	R	6/11/2008		109.54	056113	109.54
1	I-000200806030106	NOORMAND, ALEX NOORMAND, ALEX	R	6/11/2008		17.84	056114	17.84
1	I-000200806030107	SUMMERHAYS, SHANA SUMMERHAYS, SHANA	R	6/11/2008		93.89	056115	93.89
1	I-000200806030108	DAY, JONATHON DAY, JONATHON	R	6/11/2008		98.44	056116	98.44
1	I-000200806030109	CAMP, MARY CAMP, MARY	R	6/11/2008		115.46	056117	115.46
1	I-000200806030110	PROWSE, JAKE PROWSE, JAKE	R	6/11/2008		46.10	056118	46.10
1	I-000200806030111	SCHIEFER, PAUL SCHIEFER, PAUL	R	6/11/2008		116.86	056119	116.86
1	I-000200806030112	SNYDE, TOM SNYDE, TOM	R	6/11/2008		66.79	056120	66.79
1	I-000200806030113	PETERSEN, MIA PETERSEN, MIA	R	6/11/2008		74.23	056121	74.23
1	I-000200806030114	OHLSON, GEORGE & MOLLY OHLSON, GEORGE & MOLLY	R	6/11/2008		91.06	056122	91.06

CHECK AMT	DISCOUNTS	NO#	TOTAL APPLIED
946.02	0.00	11	946.02
0.00	0.00	0	0.00
0.00	0.00	0	0.00
0.00	0.00	0	0.00
0.00	0.00	0	0.00
0.00	0.00	0	0.00
0.00	0.00	0	0.00
0.00	0.00	0	0.00
946.02	0.00	11	946.02

* * B A N K T O T A L S * *
 REGULAR CHECKS:
 HANDWRITTEN CHECKS:
 PRE-WRITE CHECKS:
 DRAFTS:
 VOID CHECKS:
 NON CHECKS:
 CORRECTIONS:
 BANK TOTALS:

PACKET: 00199 US - Refund
 VENDOR SET: 01 City of Cotati
 BANK: AP AP - CASH CLEARING (POOL)

VENDOR I.D.	NAME	CHECK TYPE	DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1	PIMENTEL, PATRICIA	R	6/11/2008		67.32	056123	67.32
1	SHIVES, ROBERT	R	6/11/2008		51.36	056124	51.36
* * B A N K T O T A L S * *							
REGULAR CHECKS:				118.68			
HANDWRITTEN CHECKS:				0.00			
PRE-WRITE CHECKS:				0.00			
DRAFTS:				0.00			
VOID CHECKS:				0.00			
NON CHECKS:				0.00			
CORRECTIONS:				0.00			
BANK TOTALS:				118.68			118.68

TOTAL APPLIED
 118.68

