



CITY OF ATASCADERO CITY COUNCIL

AGENDA

Tuesday, October 9, 2018

**City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California
(Entrance on Lewis Ave.)**

<u>City Council Closed Session:</u>	5:00 P.M.
<u>City Council Regular Session:</u>	6:00 P.M.

CITY COUNCIL CLOSED SESSION:

- 1. CLOSED SESSION -- PUBLIC COMMENT**
- 2. COUNCIL LEAVES CHAMBERS TO BEGIN CLOSED SESSION**
- 3. CLOSED SESSION -- CALL TO ORDER**
 - a. Conference with Labor Negotiators** (Govt. Code Sec. 54957.6)
Agency designated representatives: Rachelle Rickard, City Manager
Employee Organizations: Atascadero Professional Firefighters, Local 3600; Atascadero Police Association; Service Employees International Union, Local 620; Mid-Management/Professional Employees; Non-Represented Professional and Management Workers and Confidential Employees
 - b. Conference With Legal Counsel - Anticipated Litigation**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 (One potential case)
- 4. CLOSED SESSION -- ADJOURNMENT**
- 5. COUNCIL RETURNS TO CHAMBERS**
- 6. CLOSED SESSION – REPORT**

ADJOURNMENT

REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

PLEDGE OF ALLEGIANCE: Mayor O'Malley

ROLL CALL: Mayor O'Malley
Mayor Pro Tem Fonzi
Council Member Bourbeau
Council Member Moreno
Council Member Sturtevant

APPROVAL OF AGENDA: Roll Call

Recommendation: Council:

1. Approve this agenda; and
2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.

PRESENTATIONS:

1. **Proclamation proclaiming October 7-13, 2018 as Fire Prevention Week**
2. **Proclamation proclaiming October 2018 Domestic Violence Awareness Month**

A. CONSENT CALENDAR: (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

1. City Council Draft Action Minutes – September 25, 2018

- Recommendation: Council approve the City Council Draft Action Minutes of the September 25, 2018, City Council meeting. [City Clerk]

2. Measure F-14 2018 Pavement Rehabilitation Project Design Engineering Services Contract

- Fiscal Impact: \$167,739.00
- Recommendation: Council authorize the City Manager to execute a contract for \$167,739 with Wallace Group to provide design engineering services for the Measure F-14 2019 Pavement Rehabilitation Project (Project No. C2018R01). [Public Works]

3. Memorandum of Understanding Atascadero Police Association

- Fiscal Impact: Changes to the APOA MOU will result in an estimated \$96,000 cost increase for 2018-2019 and an estimated \$194,000 - \$210,000 annually for future years.
- Recommendation: Council approve the Memorandum of Understanding for the Atascadero Police Association. [City Manager]

UPDATES FROM THE CITY MANAGER: (The City Manager will give an oral report on any current issues of concern to the City Council.)

COMMUNITY FORUM: (This portion of the meeting is reserved for persons wanting to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Speakers are limited to three minutes. Please state your name for the record before making your presentation. Comments made during Community Forum will not be a subject of discussion. A maximum of 30 minutes will be allowed for Community Forum, unless changed by the Council. Any members of the public who have questions or need information may contact the City Clerk's Office, between the hours of 8:30 a.m. and 5:00 p.m. at 470-3400, or cityclerk@atascadero.org.)

B. PUBLIC HEARINGS: None.

C. MANAGEMENT REPORTS:

1. Review of Weed Abatement Fees

- Fiscal Impact: None.
- Recommendation: Council provide staff direction on the structure of weed abatement fees. [Fire Department]

2. 2017-2018 Storm Water Annual Permit Report and Trash Amendment Update

- Fiscal Impact: The MS4 General Permit requirements are an unfunded mandate and at this time significant staff time is expended to implement the program and comply with permit requirements.
- Recommendation: Council receive and file the 2017-2018 Storm Water Annual Permit Report and Trash Amendment Update. [Public Works]

COUNCIL ANNOUNCEMENTS AND REPORTS: (On their own initiative, Council Members may make a brief announcement or a brief report on their own activities. Council Members may ask a question for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda. The Council may take action on items listed on the Agenda.)

D. COMMITTEE REPORTS: (The following represent standing committees. Informative status reports will be given, as felt necessary):

Mayor O'Malley

1. City / Schools Committee
2. County Mayors Round Table
3. SLO Council of Governments (SLOCOG)
4. SLO Regional Transit Authority (RTA)

Mayor Pro Tem Fonzi

1. Air Pollution Control District
2. SLO Local Agency Formation Commission (LAFCo)
3. City of Atascadero Design Review Committee
4. Atascadero Basin Ground Water Sustainability Agency (GSA)

Council Member Bourbeau

1. City of Atascadero Design Review Committee
2. Homeless Services Oversight Council
3. City of Atascadero Finance Committee
4. SLO County Water Resources Advisory Committee (WRAC)
5. Integrated Waste Management Authority (IWMA)

Council Member Moreno

1. California Joint Powers Insurance Authority (CJPIA) Board
2. City of Atascadero Finance Committee (Chair)
3. Economic Vitality Corporation, Board of Directors (EVC)

Council Member Sturtevant

1. City / Schools Committee
2. League of California Cities – Council Liaison

E. INDIVIDUAL DETERMINATION AND / OR ACTION:

1. City Council
2. City Clerk
3. City Treasurer
4. City Attorney
5. City Manager

F. ADJOURN

Please note: Should anyone challenge any proposed development entitlement listed on this Agenda in court, that person may be limited to raising those issues addressed at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing. Correspondence submitted at this public hearing will be distributed to the Council and available for review in the City Clerk's office.

I, Amanda Muther, Deputy City Clerk of the City of Atascadero, declare under penalty of perjury that the foregoing agenda for the October 9, 2018 Regular Session of the Atascadero City Council was posted on October 4, 2018, at the Atascadero City Hall, 6500 Palma Avenue, Atascadero, CA 93422 and was available for public review at that location.

Signed this 4th day of October 2018, at Atascadero, California.

Amanda Muther, Deputy City Clerk
City of Atascadero

City of Atascadero

WELCOME TO THE ATASCADERO CITY COUNCIL MEETING

The City Council meets in regular session on the second and fourth Tuesday of each month at 6:00 p.m. Council meetings will be held at the City Hall Council Chambers, 6500 Palma Avenue, Atascadero. Matters are considered by the Council in the order of the printed Agenda. Regular Council meetings are televised live, audio recorded and videotaped for future playback. Charter Communication customers may view the meetings on Charter Cable Channel 20 or via the City's website at www.atascadero.org. Meetings are also broadcast on radio station KPRL AM 1230. Contact the City Clerk for more information (470-3400).

Copies of the staff reports or other documentation relating to each item of business referred to on the Agenda are on file in the office of the City Clerk and are available for public inspection during City Hall business hours at the Front Counter of City Hall, 6500 Palma Avenue, Atascadero, and on our website, www.atascadero.org. Contracts, Resolutions and Ordinances will be allocated a number once they are approved by the City Council. The minutes of this meeting will reflect these numbers. All documents submitted by the public during Council meetings that are either read into the record or referred to in their statement will be noted in the minutes and available for review in the City Clerk's office.

In compliance with the Americans with Disabilities Act, **if you need special assistance to participate in a City meeting or other services offered by this City**, please contact the City Manager's Office or the City Clerk's Office, both at (805) 470-3400. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

TO SPEAK ON SUBJECTS NOT LISTED ON THE AGENDA

Under Agenda item, "COMMUNITY FORUM", the Mayor will call for anyone from the audience having business with the Council to approach the lectern and be recognized.

1. Give your name for the record (not required)
2. State the nature of your business.
3. All comments are limited to 3 minutes.
4. All comments should be made to the Mayor and Council.
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present

This is the time items not on the Agenda may be brought to the Council's attention. A maximum of 30 minutes will be allowed for Community Forum (unless changed by the Council). If you wish to use a computer presentation to support your comments, you must notify the City Clerk's office at least 24 hours prior to the meeting. Digital presentations must be brought to the meeting on a USB drive or CD. You are required to submit to the City Clerk a printed copy of your presentation for the record. Please check in with the City Clerk before the meeting begins to announce your presence and turn in the printed copy.

TO SPEAK ON AGENDA ITEMS (from Title 2, Chapter 1 of the Atascadero Municipal Code)

Members of the audience may speak on any item on the agenda. The Mayor will identify the subject, staff will give their report, and the Council will ask questions of staff. The Mayor will announce when the public comment period is open and will request anyone interested to address the Council regarding the matter being considered to step up to the lectern. If you wish to speak for, against or comment in any way:

1. You must approach the lectern and be recognized by the Mayor
2. Give your name (not required)
3. Make your statement
4. All comments should be made to the Mayor and Council
5. No person shall be permitted to make slanderous, profane or negative personal remarks concerning any other individual, absent or present
6. All comments limited to 3 minutes

The Mayor will announce when the public comment period is closed, and thereafter, no further public comments will be heard by the Council.



CITY OF ATASCADERO CITY COUNCIL

DRAFT MINUTES

Tuesday, September 25, 2018

**City Hall Council Chambers, 4th floor
6500 Palma Avenue, Atascadero, California
(Entrance on Lewis Ave.)**

City Council Regular Session:

6:00 P.M.

REGULAR SESSION – CALL TO ORDER: 6:00 P.M.

Mayor O'Malley called the meeting to order at 6:04 p.m. and Council Member Sturtevant led the Pledge of Allegiance.

ROLL CALL:

Present: Council Members Bourbeau, Sturtevant, Mayor Pro Tem Fonzi and Mayor O'Malley

Absent: Council Member Moreno

Staff Present: Public Works Director Nick DeBar, Police Chief Jerel Haley, Administrative Services Director Jeri Rangel, Community Development Director Phil Dunsmore, Fire Chief Casey Bryson, City Attorney Brian Pierik and Deputy City Clerk Amanda Muther

APPROVAL OF AGENDA:

MOTION: By Council Member Sturtevant and seconded by Council Member Bourbeau to:

- 1. Approve this agenda; and,**
- 2. Waive the reading in full of all ordinances appearing on this agenda, and the titles of the ordinances will be read aloud by the City Clerk at the first reading, after the motion and before the City Council votes.**

Motion passed 4:0 by a roll-call vote. Moreno absent.

PRESENTATIONS:

1. DAR Constitution Week

Mayor O'Malley announced that the recipient of a proclamation for DAR Constitution Week was unable to attend and that the proclamation would be presented at a different time.

- A. CONSENT CALENDAR:** (All items on the consent calendar are considered to be routine and non-controversial by City staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent calendar and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken.)

1. City Council Draft Action Minutes – September 11, 2018

- Recommendation: Council approve the City Council Draft Action Minutes of the September 11, 2018, City Council meeting. [City Clerk]

2. August 2018 Accounts Payable and Payroll

- Fiscal Impact: \$4,277,696.11
- Recommendation: Council approve certified City accounts payable, payroll and payroll vendor checks for August 2018. [Administrative Services]

MOTION: By Mayor Pro Tem Fonzi and seconded by Council Member Bourbeau to approve the Consent Calendar.
Motion passed 4:0 by a roll-call vote. Moreno Absent.
(#A-1: 3:0 by a roll-call vote (Sturtevant abstained) Moreno Absent)

UPDATES FROM THE CITY MANAGER: None.

COMMUNITY FORUM:

The following citizens spoke during Community Forum: Jerry Clay (Exhibit A), Damon Meeks, Rick London (Exhibit B), and Susan Warren (Exhibits C & D)

Mayor O'Malley closed the COMMUNITY FORUM period.

- B. PUBLIC HEARINGS:** None.

C. MANAGEMENT REPORTS:

1. SR 41 Striping Update

- Fiscal Impact: None.
- Recommendation: Council review preliminary layouts for bicycle facilities on State Route 41 to be constructed with Caltrans SHOPP project in 2019. [Public Works]

Public Works Director Nick DeBar gave the staff report and answered questions from the Council.

PUBLIC COMMENT:

The following citizens spoke on this item: Susan Funk

Mayor O'Malley closed the Public Comment period.

MOTION: By Mayor O'Malley and seconded by Council Sturtevant to approve staff's recommendation to review preliminary layouts for bicycle facilities on State Route 41 to be constructed with Caltrans SHOPP project in 2019.
Motion passed 4:0 by a roll-call vote. Moreno Absent.

COUNCIL ANNOUNCEMENTS AND REPORTS:

With the consent of the Council, Mayor O'Malley announced he would like to create an Ad Hoc Committee to help with concerns regarding Department of Alcoholic Beverage Control regulations as they relate to the relationship between restaurants and apartments in the downtown. He advised that he would be appointing Planning Commissioner Mark Dariz and Council Member Moreno to the Committee.

D. COMMITTEE REPORTS:

The following Council Members gave brief update reports on their committees since their last Council meeting:

Mayor O'Malley

1. County Mayors Round Table
2. SLO Regional Transit Authority (RTA)

Council Member Bourbeau

1. Integrated Waste Management Authority (IWMA)

E. INDIVIDUAL DETERMINATION AND / OR ACTION: None.

F. ADJOURN

Mayor O'Malley adjourned the Regular Meeting at 7:37 p.m.

MINUTES PREPARED BY:

Amanda Muther
Deputy City Clerk

The following exhibits are available for review in the City Clerk's office:

- Exhibit A – LIGHTHOUSE Atascadero Benefit Golf Tournament flyer provided by Jerry Clay
- Exhibit B – United Way, The Real Cost Measure in California handout provided by Rick London
- Exhibit C – American Fix, a book by Ryan Hampton provided by Susan Warren
- Exhibit D – Sober Living Homes Bill handout provided by Susan Warren

APPROVED:



Atascadero City Council

Staff Report – Public Works Department

Measure F-14 2018 Pavement Rehabilitation Project Design Engineering Services Contract

RECOMMENDATION:

Council authorize the City Manager to execute a contract for \$167,739 with Wallace Group to provide design engineering services for the Measure F-14 2019 Pavement Rehabilitation Project (Project No. C2018R01).

DISCUSSION:

Sales Tax Measure F-14 was approved by voters in November 2014 to fund the repair, maintenance, and rehabilitation of City-maintained local roadways with a one-half cent sales tax over twelve years. A list of projects to be funded with Measure F-14 revenue is developed each budget cycle by employing the Critical Point Management technique with the City's Pavement Management Program. With the exception of the Del Rio Road and San Gregorio Road sections, the following roadway segments were selected by this technique and identified to be constructed with the Measure F-14 2019 Pavement Rehabilitation Project in the Capital Improvement Program (CIP) as part of the last budget cycle. A map showing these segments is also attached for reference (Attachment 1).

Road Segments in Measure F-14 2019 Rehabilitation Project

Road Segment	From	To	Length (ft)	Width (ft)	Area (sf)	2014 PCI
Balboa Rd	San Fernando Rd	Graves Creek Rd	6,900	22	151,800	31
Navarette Ave	Santa Lucia Rd	San Marcos Rd	3,290	21	69,090	27
Monterey Rd	Campo Rd	Del Rio Rd	3,134	25	78,350	53
Del Rio Rd*	Monterey Rd	San Gregorio Rd	715	24	17,160	63
San Gregorio Rd*	Del Rio Road	Garcia Rd	580	24	13,920	65
Garcia Rd	San Gregorio Rd	Santa Cruz Rd	2,695	24	64,380	56

*Segment added

Total

17,314

394,700

3.28 miles

The Del Rio Road and San Gregorio Road segments listed above are recommended to be added to the project since they are short “missing links” between the Monterey Road and Garcia Road segments. These segments are in good condition which will add minimal cost to the overall project while providing a fully rehabilitated contiguous roadway.

Earth Systems was selected to provide pavement deflection testing, coring and rehabilitation recommendations for each of the project’s roadway segments. A report summarizing the testing and providing recommendations was included with a Request for Proposals to qualified engineering consulting firms to provide design services. In summary, the report has indicated that Balboa Road and Navarette Avenue will require full rehabilitation, while the other roadway segments are largely in good condition and structurally sound and will likely be excellent candidates for lighter resurfacing options. These sections will be further evaluated during the final design phase.

Staff solicited proposals in September 2018 from qualified consultants to perform final design services for the Measure F-14 2019 Pavement Rehabilitation Project. Services in the proposal include topographic survey services and survey monument research, pavement engineering analysis, preparing construction plans, specifications, cost estimates (PS&E), and providing engineering assistance during the bid process. In addition, stormwater runoff and drainage analysis will be performed to remedy current issues, to ensure positive drainage on the pavement surface and proper conveyance.

Staff received six proposals from qualified consultants (North Coast Engineering, Eikhof Design Group, GHD, Rick Engineering Company, DPSI and Wallace Group). Proposals were individually reviewed and scored by a selection committee according to experience with similar projects, responsiveness to City needs, experience of key personnel and other factors. The City was fortunate to receive excellent proposals from all six companies, but agreed unanimously that Wallace Group submitted the most qualified proposal.

Wallace Group provided a detailed fee estimate worksheet with their proposal that included labor hours/costs, reimbursable expenses, and subconsultant fees for the work scope identified in the City’s request for proposals. Staff met with Wallace Group project managers to discuss the project and refined the work scope and fee to ensure best value engineering. Staff is recommending awarding a contract with Wallace Group on a time and material basis for an estimated maximum fee of \$167,739 for design engineering services for the project.

Design work is anticipated to take approximately four months to complete. Staff anticipates publicly bidding the project sometime in March 2019 with construction occurring between May and November 2019.

FISCAL IMPACT:

This project is included in the adopted FY2017-2019 budget that includes \$2,202,000 in Measure F-14 Funding.

ESTIMATED EXPENDITURES	
Deflection Testing, Coring, and Recommendations (Previously Completed – Earth Systems Pacific)	28,750
Engineering Design, Topographic Survey	170,000
Construction Contract	1,500,000
Coordination, Inspection and Support @ 13.5%	203,250
Construction Contingency @ 20%	300,000
Total Estimated Expenditures:	\$2,202,000

BUDGETED FUNDING SOURCES	
Sales Tax Measure F-14 Fund- 2019 Pavement Rehabilitation Project	\$2,202,000
Total Estimated Funding Sources	\$2,202,000

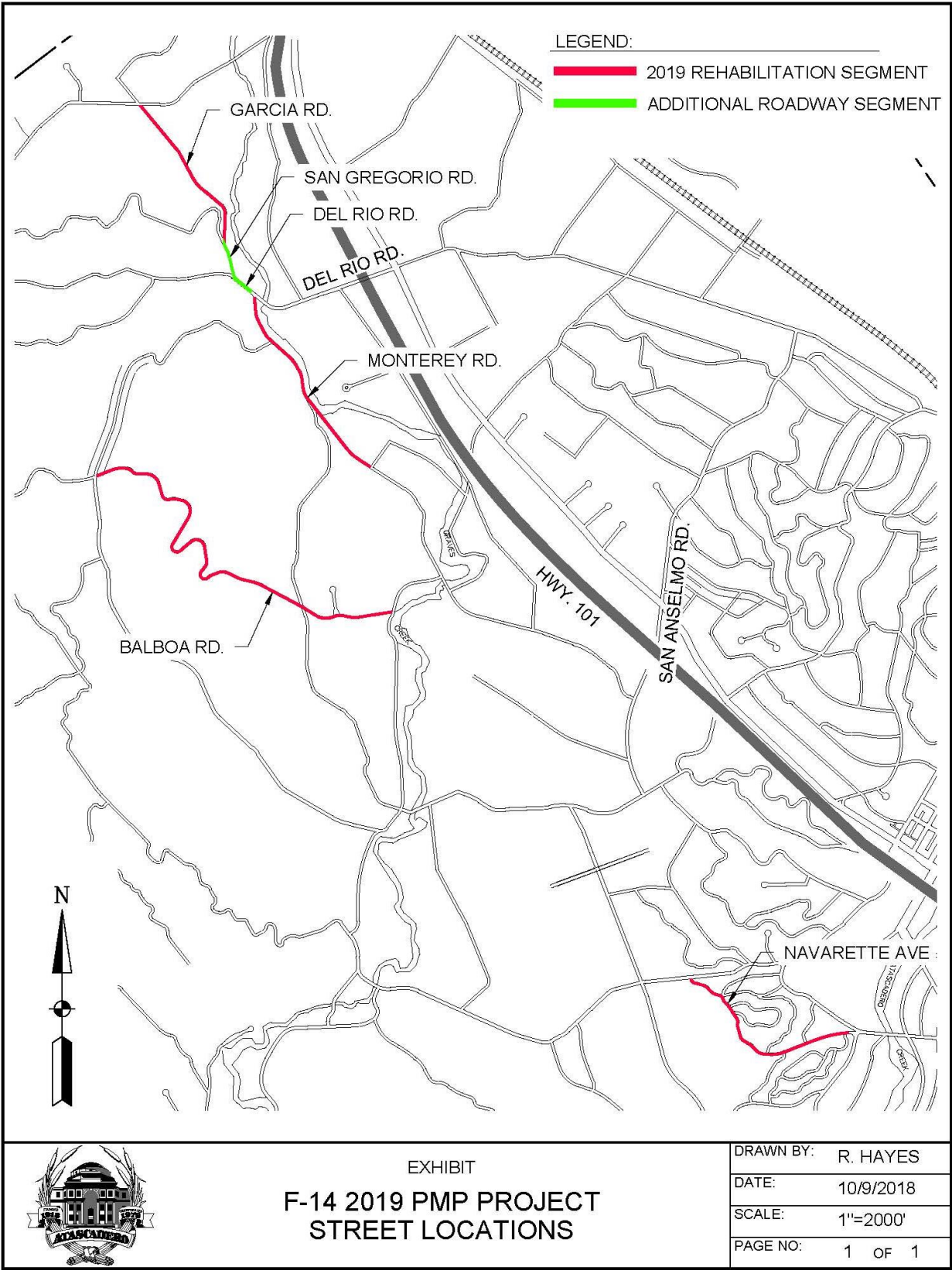
Projected Net Project Surplus / (Shortfall)	\$-
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ALTERNATIVES:

Council may employ several alternatives such as bidding the project roadway segments as separate projects, directing staff to reissue a RFP, etc. However, staff is confident that Wallace Group is highly capable of completing the work and has found that the proposed fee and work scope is very reasonable for the project. Furthermore, bidding separate projects is expected to cost more due to staff time.

ATTACHMENT:

Measure F-14 2019 Project Street Locations





Atascadero City Council

Staff Report - City Manager's Office

Memorandum of Understanding Atascadero Police Association

RECOMMENDATION:

Council approve the Memorandum of Understanding for the Atascadero Police Association.

DISCUSSION:

The current Memorandum of Understanding (MOU) for the Atascadero Police Association (APOA) expired on June 30, 2018. MOUs are agreements between the City and the employee associations that set specific language regarding wages, benefits, and working conditions.

The City's dedicated team of police officers and police staff have been an integral part in maintaining City safety services through recent and ongoing tough economic times. In spite of rising health care and pension costs, the City of Atascadero salaries must remain competitive in order retain the employees who do a great job day in and day out. With a nationwide shortage of applicants willing to take on the tough jobs of police officer or emergency dispatcher, cities are competing against each other for qualified officers. With neighboring jurisdictions around the City of Atascadero having higher revenue bases, the City is continuing to lose high qualified officer and dispatchers to neighboring cities.

The two-year agreement provides for the following:

- Effective July 1, 2018:
 - All Employees covered by the MOU shall receive a 3.0% cost-of-living salary increase (COLA); and
 - The Community Service Officer position will receive an additional 5% inequity salary adjustment; and
 - Stand-by pay shall be increased from \$35 per day to \$50 per day
 - Uniform allowance shall be increased from \$800 per year to \$900 per year

- Effective July 1, 2019:
 - All Police Officer and Police Corporal positions shall receive an additional 2.0% salary increase; and
 - All Police Sergeant Classifications, Support Services Classifications, Property Evidence Specialist Classifications, Police Officer Recruit position, and Code Enforcement Officer positions shall receive an additional 2.5% salary increase; and
 - The Community Services Officer position will receive a 7.625% salary increase; and
 - Uniform allowance shall be increased from \$900 per year to \$1,000 per year

The proposed MOU has additional minor language clarifications and updates as shown in the red-line draft of the MOU attached.

FISCAL IMPACT:

Changes to the APOA MOU will result in an estimated \$96,000 cost increase for 2018-2019 and an estimated \$194,000 - \$210,000 annually for future years.

ATTACHMENT:

Memorandum of Understanding for Atascadero Police Association

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ATASCADERO POLICE ASSOCIATION

AND

CITY OF ATASCADERO

JULY 1, 2018~~7~~ THROUGH JUNE 30, ~~2018~~2020

ARTICLE I - GENERAL PROVISIONS

SECTION 1.1 PREAMBLE

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

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

SECTION 1.2 RECOGNITION

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

Police Officer Classification

- Police Officer
- Police Officer – Intermediate POST
- Police Officer – Advanced POST

Police Corporal Classification

- Police Corporal
- Police Corporal – Intermediate POST
- Police Corporal – Advanced POST

Police Sergeant Classification

- Police Sergeant
- Police Sergeant – Advanced POST
- Police Sergeant – Supervisory POST

Property Evidence Specialist Classification

- Property Evidence Specialist
- Property Evidence Specialist – EMD
- Senior Property Evidence Specialist
- Senior Property Evidence Specialist - EMD

Support Services Classification

- Police Records Technician
- Support Services Technician
- Support Services Technician - EMD
- Support Services Lead Technician
- Support Services Lead Technician - EMD
- Support Services Supervisor
- Support Services Supervisor - EMD

Other Classifications

- Police Officer- Recruit
- Community Services Officer
- Code Enforcement Officer

For purposes of this MOU, positions with a POST or EMD designation are hereinafter included in any reference to Police Officer, Police Corporal, Police Sergeant, Property Evidence Specialist, Senior Property Evidence Specialist, Support Services Technician, Support Services Lead Technician and Support Services Supervisor.

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

SECTION 1.3 SEVERANCE

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

SECTION 1.4 SOLE AGREEMENTS

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

SECTION 1.5 FULL FORCES AND EFFECT

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

ARTICLE II - RESPECTIVE RIGHTS

SECTION 2.1 ASSOCIATION RIGHTS

The Association shall have the following rights and responsibilities:

- a. Reasonable advance notice of any City ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council.
- b. Reasonable use of one bulletin board at the Atascadero Police Department.
- c. The right to payroll deductions made for payments or organization dues and for City approved programs.
- d. The use of City facilities for regular, normal and lawful Association activities, providing that approval of the City Manager or his/her designee has been obtained.

- e. Reasonable access to employee work locations for officers of the Association and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of any department or with established safety or security requirements.

SECTION 2.2 CITY RIGHTS

- a. The authority of the City includes, but is not limited to, the exclusive right to determine the standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for "just cause"; relieve its employees from duty because of lack of work or for other legitimate reason; maintain the efficiency of governmental operations; determine the methods, staffing and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organizations and the technology of performing its work provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the consequences or impact that decisions on these matters may have on wage, hours and other terms of employment.

SECTION 2.3 PEACEFUL PERFORMANCE

- a. The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety and general welfare of the residents of the City of Atascadero. Association agrees that under no circumstances will the Association recommend, encourage, cause or promote its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as "work-stoppage") in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have risen to such work stoppage until said work stoppage has ceased.
- b. In the event of any work stoppage during the term of this MOU, whether by the Association or by any member of the bargaining unit, the Association by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notices shall be served upon the City. If in the event of any work stoppage the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to, any work stoppage activity herein prohibited, and the City shall also have the right to seek full legal redress, including damages, against any such employees.

ARTICLE III - HOURS OF WORK AND OVERTIME

SECTION 3.1 HOURS OF WORK

- a. Work Period

In general, employees shall be scheduled to work consecutive days on and consecutive days off. Work schedule changes (e.g., from 5/8 to 4/10, 3/12 or 9/80) require a 30-day notice by the Chief of Police or their designee or the Association. Either party may request a change in work schedules by written notification at least thirty (30) days in advance of proposed changes. The normal work period, pursuant to Section 207 (k) of the Fair Labor Standards Act, shall be fourteen (14) days. All hours worked in excess of the employee's regularly recurring 80-hour biweekly work schedule shall be paid at the overtime rate of one and one-half the employee's regular

rate of pay.

b. Mealtime

Mealtime for shift employees is thirty (30) minutes of paid time.

c. Mealtime Call-out for Shift Employees

Mealtime may be taken during the shift if the workload permits and as authorized and scheduled by the shift supervisor. Shift employees receive mealtime as paid time, and therefore shift employee shall be subject to call out during mealtime.

d. Rest Periods

Rest periods will normally be provided to employees at the rate of fifteen (15) minutes for each four- (4) hours worked. Rest periods are not to be construed as mealtime. Insofar as practical, rest periods shall be in the middle of each work period. Rest periods cannot be used in conjunction with a meal periods, nor may rest periods be taken during the employee's first or last scheduled hour of work.

e. Missed Rest Periods and Mealtime

Rest periods are paid time; therefore nothing in this section provides for or implies any additional compensation or benefits if a rest period is not taken. Mealtime is paid time, therefore nothing in this section provides for or implies any additional compensation or benefit if a meal period is not completed or taken.

f. Medical Attention for On-the-Job Injuries

Employees shall make reasonable attempts to schedule all medical treatment related to on-the-job injuries during non-scheduled work hours. Medical treatment for on-the-job injuries that are required during scheduled work hours shall be paid time. Medical appointments during normal scheduled work hours should be coordinated with the employee's supervisor so the best interests of the department are maintained. At no point will the employee be compensated for medical appointments that are not during his/her normal work shift; nor will employees receive overtime for attending medical appointments.

g. Definition of Shift Employees

Shift employees that are assigned to positions in which duties are performed on a twenty-four (24) hour day, seven (7) days a week basis shall include all classifications identified Section 1.2 of this MOU.

h. Shift Trade

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

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

SECTION 3.2 OVERTIME

a. Rate

Employees shall be paid overtime at the rate of time and one-half his/her regular rate of pay. All overtime shall be recorded and paid in the following manner:

- 1 to 15 minutes, overtime compensation – ¼ hour
- 16 to 30 minutes, overtime compensation – ½ hour
- 31 to 45 minutes, overtime compensation – ¾ hour
- 46 to 60 minutes, overtime compensation – 1 hour

b. Hours Paid

Paid time off shall be considered time worked for overtime purposes.

c. Compensatory Time (CT)

Notwithstanding the provisions of this section, employees may be granted CT for overtime credit computed at time and one-half at the mutual convenience of the Police Department and the employee. Employees may accumulate a maximum of one hundred and twenty (120) hours in their CT account.

d. Scheduling Compensatory Time

Requests to use CT shall be granted with due regard for operational necessity such as staffing levels.

e. Schools/Training/Qualifications/Department Meetings

Overtime for Police Officers, Police Corporals or Police Sergeants as the result of Department-wide training and meetings authorized by the Chief of Police will be compensated at the time and one-half overtime rate.

Hours traveling, studying, or evening classes shall be paid in accordance with all FLSA provisions.

Travel time for mandatory or department assigned travel events shall be compensated as follows:

When an employee is required to travel outside of San Luis Obispo County, the employee will be compensated for their time spent in travel as paid time. Time spent in travel shall be measured by the difference in the time normally required to travel between the employee's home and the regularly assigned workplace and the time between home and the temporary worksite. Whenever possible the employee's work schedule should be adjusted within the two week work period to accommodate this travel time as straight paid time. Any time spent in travel in excess of the 80 hours shall be compensated as overtime.

Travel time for employee-requested, promotional or other voluntary training shall be compensated as follows:

When an employee is required to travel outside of San Luis Obispo County, the employee may be compensated for their time spent in travel as paid time when the travel time can be accommodated within the employee's 80 hour work-period. Time spent in travel shall be measured by the difference in the time normally required to travel between the employee's home and the regularly assigned workplace and the time between home and the temporary worksite. When it meets the needs of the department, the employee's work schedule should be adjusted within the two week work period to accommodate this travel time as straight paid time. Any time spent in travel for voluntary training in excess of the 80 hour two week work period shall not be compensated.

SECTION 3.3 CALLBACK PAY

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

SECTION 3.4 COURT TIME/STANDBY TIME

- a. Employees assigned standby duty shall receive ~~thirty-five~~fifty dollars (\$~~35~~50.00) for each day of standby duty. A day is defined as a 24 hour period.
- b. Employees placed on standby by the court at a time they are not working shall be compensated at the rate of two (2) hours straight time compensation for every four (4) hours of actual time in standby assignment, prorated for more or less than four hours. Minimum compensation will be for one (1) hour of straight time.
- c. Employees responding to work from standby shall receive a minimum of two hours pay at straight time. Employees working in excess of one hour and twenty minutes once called back shall receive time and one-half pay for hours worked in excess of one hour and twenty minutes, or two hours straight time, whichever is greater.
- d. The Chief of Police may place employees on standby status. Standby duty shall not be considered as hours worked for the purpose of computing overtime.
- e. Employees on standby status shall provide the Support Services Technician or their designee with a telephone number where he/she can be reached directly; and be able to respond to the predetermined duty assignment within ~~twenty minutes~~one hour from the time of notification.

ARTICLE IV - PAY PROVISIONS

SECTION 4.1 SALARY

This two (2) year agreement shall provide salary increases according to the following formula and schedule:

Year 1- Effective July 1, 2018, all employees covered under this MOU shall receive a 3.0% salary increase. The Community Services Officer position will receive an additional 5.0% inequity salary increase. The following monthly salaries are effective July 1, 2018:

MONTHLY SALARY**Effective July 1, 2018**

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Community Services Officer	\$ 3,204.11	\$ 3,364.32	\$ 3,532.54	\$ 3,709.17	\$ 3,894.63
Police Records Technician	\$ 3,532.53	\$ 3,709.16	\$ 3,894.62	\$ 4,089.35	\$ 4,293.82
Police Officer Recruit	\$ 4,189.07	\$ -	\$ -	\$ -	\$ -
Support Services Technician	\$ 4,189.07	\$ 4,398.52	\$ 4,618.45	\$ 4,849.37	\$ 5,091.84
Support Services Technician - EMD	\$ 4,239.07	\$ 4,451.02	\$ 4,673.57	\$ 4,907.25	\$ 5,152.61
Support Services Technician w/Longevity	\$ 4,398.52	\$ 4,618.45	\$ 4,849.37	\$ 5,091.84	\$ 5,346.43
Support Services Technician - EMD w ith Longevity	\$ 4,448.52	\$ 4,670.95	\$ 4,904.50	\$ 5,149.73	\$ 5,407.22
Code Enforcement Officer	\$ 4,293.81	\$ 4,508.50	\$ 4,733.93	\$ 4,970.63	\$ 5,219.16
Support Services Lead Technician	\$ 4,508.50	\$ 4,733.93	\$ 4,970.63	\$ 5,219.16	\$ 5,480.12
Support Services Lead Technician - EMD	\$ 4,558.50	\$ 4,786.43	\$ 5,025.75	\$ 5,277.04	\$ 5,540.89
Support Services Lead Technician w / Longevity	\$ 4,733.93	\$ 4,970.63	\$ 5,219.16	\$ 5,480.12	\$ 5,754.13
Support Services Lead Technician - EMD w ith Longevity	\$ 4,783.93	\$ 5,023.13	\$ 5,274.29	\$ 5,538.00	\$ 5,814.90
Property Evidence Specialist	\$ 4,618.45	\$ 4,849.37	\$ 5,091.84	\$ 5,346.43	\$ 5,613.75
Property Evidence Specialist - EMD	\$ 4,668.45	\$ 4,901.87	\$ 5,146.96	\$ 5,404.31	\$ 5,674.53
Property Evidence Specialist w/Longevity	\$ 4,849.37	\$ 5,091.84	\$ 5,346.43	\$ 5,613.75	\$ 5,894.44
Property Evidence Specialist - EMD w ith Longevity	\$ 4,899.37	\$ 5,144.34	\$ 5,401.56	\$ 5,671.64	\$ 5,955.22
Senior Property Evidence Specialist	\$ 5,346.43	\$ 5,613.75	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62
Senior Property Evidence Specialist - EMD	\$ 5,396.43	\$ 5,666.25	\$ 5,949.56	\$ 6,247.04	\$ 6,559.39
Senior Property Evidence Specialist w/Longevity	\$ 5,613.75	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62	\$ 6,823.55
Senior Property Evidence Specialist - EMD w ith Longevity	\$ 5,663.75	\$ 5,946.94	\$ 6,244.29	\$ 6,556.50	\$ 6,884.33
Support Services Supervisor	\$ 5,613.75	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62	\$ 6,823.55
Support Services Supervisor - EMD	\$ 5,663.75	\$ 5,946.94	\$ 6,244.29	\$ 6,556.50	\$ 6,884.33
Support Services Supervisor w/Longevity	\$ 5,894.44	\$ 6,189.16	\$ 6,498.62	\$ 6,823.55	\$ 7,164.73
Support Services Supervisor - EMD w ith Longevity	\$ 5,944.44	\$ 6,241.66	\$ 6,553.74	\$ 6,881.43	\$ 7,225.50
Police Officer	\$ 5,398.22	\$ 5,668.13	\$ 5,951.54	\$ 6,249.12	\$ 6,561.58
Police Officer - Intermediate POST	\$ 5,533.18	\$ 5,809.84	\$ 6,100.33	\$ 6,405.35	\$ 6,725.62
Police Officer - Advanced POST	\$ 5,668.13	\$ 5,951.54	\$ 6,249.12	\$ 6,561.58	\$ 6,889.66
Police Corporal	\$ 5,951.54	\$ 6,249.11	\$ 6,561.57	\$ 6,889.65	\$ 7,234.13
Police Corporal - Intermediate POST	\$ 6,100.32	\$ 6,405.34	\$ 6,725.61	\$ 7,061.89	\$ 7,414.98
Corporal- Advanced POST	\$ 6,249.11	\$ 6,561.57	\$ 6,889.65	\$ 7,234.13	\$ 7,595.84
Police Sergeant	\$ 6,725.59	\$ 7,061.87	\$ 7,414.96	\$ 7,785.71	\$ 8,175.00
Police Sergeant - Advanced POST	\$ 6,893.73	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38
Police Sergeant - Supervisory POST	\$ 7,061.87	\$ 7,414.96	\$ 7,785.71	\$ 8,175.00	\$ 8,583.75

Year 2-

- Effective July 1, 2019, the following classifications and positions covered under this MOU shall receive a 2.5% salary increase: Police Sergeant Classification; Property Evidence Specialist Classification; Support Services Classification; Police Officer- Recruit; and Code Enforcement Officer.
- Effective July 1, 2019, the following position covered under this MOU shall receive a 7.625% salary

increase: Community Services Officer

- Effective July 1, 2019, the following classifications covered under this MOU shall receive a 2.0% salary increase: Police Officer Classification and Police Corporal Classification

The following monthly salaries are effective July 1, 2019:

MONTHLY SALARY

Effective July 1, 2019

CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E
Community Services Officer	\$ 3,448.42	\$ 3,620.84	\$ 3,801.88	\$ 3,991.97	\$ 4,191.57
Police Records Technician	\$ 3,620.84	\$ 3,801.88	\$ 3,991.97	\$ 4,191.57	\$ 4,401.15
Police Officer Recruit	\$ 4,293.79	\$ -	\$ -	\$ -	\$ -
Support Services Technician	\$ 4,293.79	\$ 4,508.48	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13
Support Services Technician - EMD	\$ 4,343.79	\$ 4,560.98	\$ 4,789.03	\$ 5,028.48	\$ 5,279.90
Support Services Technician w/Longevity	\$ 4,508.48	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09
Support Services Technician - EMD with Longevity	\$ 4,558.48	\$ 4,786.40	\$ 5,025.72	\$ 5,277.01	\$ 5,540.86
Code Enforcement Officer	\$ 4,401.15	\$ 4,621.21	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62
Support Services Lead Technician	\$ 4,621.21	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62	\$ 5,617.10
Support Services Lead Technician - EMD	\$ 4,671.21	\$ 4,904.77	\$ 5,150.01	\$ 5,407.51	\$ 5,677.89
Support Services Lead Technician w/ Longevity	\$ 4,852.27	\$ 5,094.88	\$ 5,349.62	\$ 5,617.10	\$ 5,897.96
Support Services Lead Technician - EMD w ith Longevity	\$ 4,902.27	\$ 5,147.38	\$ 5,404.75	\$ 5,674.99	\$ 5,958.74
Property Evidence Specialist	\$ 4,733.90	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09	\$ 5,754.09
Property Evidence Specialist - EMD	\$ 4,783.90	\$ 5,023.10	\$ 5,274.26	\$ 5,537.97	\$ 5,814.87
Property Evidence Specialist w/Longevity	\$ 4,970.60	\$ 5,219.13	\$ 5,480.09	\$ 5,754.09	\$ 6,041.79
Property Evidence Specialist - EMD w ith Longevity	\$ 5,020.60	\$ 5,271.63	\$ 5,535.21	\$ 5,811.97	\$ 6,102.57
Senior Property Evidence Specialist	\$ 5,480.08	\$ 5,754.09	\$ 6,041.80	\$ 6,343.89	\$ 6,661.08
Senior Property Evidence Specialist - EMD	\$ 5,530.08	\$ 5,806.59	\$ 6,096.92	\$ 6,401.77	\$ 6,721.86
Senior Property Evidence Specialist w/Longevity	\$ 5,754.09	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12
Senior Property Evidence Specialist - EMD w ith Longevity	\$ 5,804.09	\$ 6,094.29	\$ 6,399.00	\$ 6,718.95	\$ 7,054.90
Support Services Supervisor	\$ 5,754.09	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12
Support Services Supervisor - EMD	\$ 5,804.09	\$ 6,094.29	\$ 6,399.00	\$ 6,718.95	\$ 7,054.90
Support Services Supervisor w/Longevity	\$ 6,041.79	\$ 6,343.88	\$ 6,661.07	\$ 6,994.12	\$ 7,343.83
Support Services Supervisor - EMD with Longevity	\$ 6,091.79	\$ 6,396.38	\$ 6,716.20	\$ 7,052.01	\$ 7,404.61
Police Officer	\$ 5,506.18	\$ 5,781.49	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79
Police Officer - Intermediate POST	\$ 5,643.83	\$ 5,926.02	\$ 6,222.32	\$ 6,533.44	\$ 6,860.11
Police Officer - Advanced POST	\$ 5,781.49	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43
Police Corporal	\$ 6,070.56	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43	\$ 7,378.80
Police Corporal - Intermediate POST	\$ 6,222.33	\$ 6,533.45	\$ 6,860.12	\$ 7,203.13	\$ 7,563.29
Police Corporal- Advanced POST	\$ 6,374.09	\$ 6,692.79	\$ 7,027.43	\$ 7,378.80	\$ 7,747.74
Police Sergeant	\$ 6,893.73	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38
Police Sergeant - Advanced POST	\$ 7,066.07	\$ 7,419.37	\$ 7,790.34	\$ 8,179.86	\$ 8,588.85
Police Sergeant - Supervisory POST	\$ 7,238.42	\$ 7,600.34	\$ 7,980.36	\$ 8,379.38	\$ 8,798.35

CLASSIFICATION	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E
<u>Community Services Officer</u>	<u>SS8</u>	<u>2,962.65</u>	<u>3,110.78</u>	<u>3,266.32</u>	<u>3,429.64</u>	<u>3,601.12</u>
<u>Police Records Technician</u>	<u>SS14</u>	<u>3,429.64</u>	<u>3,601.12</u>	<u>3,781.18</u>	<u>3,970.24</u>	<u>4,168.75</u>
<u>Police Officer Recruit</u>	<u>SS21</u>	<u>4,067.07</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>Support Services Technician</u>	<u>SS21</u>	<u>4,067.07</u>	<u>4,270.42</u>	<u>4,483.94</u>	<u>4,708.14</u>	<u>4,943.55</u>
<u>Support Services Technician — EMD</u>	<u>SS21E</u>	<u>4,117.07</u>	<u>4,322.92</u>	<u>4,539.07</u>	<u>4,766.02</u>	<u>5,004.32</u>
<u>Support Services Technician w/Longevity</u>	<u>SS21L</u>	<u>4,270.42</u>	<u>4,483.94</u>	<u>4,708.14</u>	<u>4,943.55</u>	<u>5,190.73</u>
<u>Support Services Technician — EMD with Longevity</u>	<u>SS21EL</u>	<u>4,320.42</u>	<u>4,536.44</u>	<u>4,763.26</u>	<u>5,001.42</u>	<u>5,251.49</u>
<u>Code Enforcement Officer</u>	<u>SS22</u>	<u>3,601.12</u>	<u>3,781.18</u>	<u>3,970.24</u>	<u>4,168.75</u>	<u>4,377.19</u>
<u>Support Services Lead Technician</u>	<u>SS24</u>	<u>4,377.19</u>	<u>4,596.05</u>	<u>4,825.85</u>	<u>5,067.14</u>	<u>5,320.50</u>
<u>Support Services Lead Technician — EMD</u>	<u>SS24E</u>	<u>4,427.19</u>	<u>4,648.55</u>	<u>4,880.98</u>	<u>5,125.03</u>	<u>5,381.28</u>
<u>Support Services Lead Technician w/ Longevity</u>	<u>SS24L</u>	<u>4,596.05</u>	<u>4,825.85</u>	<u>5,067.14</u>	<u>5,320.50</u>	<u>5,586.53</u>
<u>Support Services Lead Technician — EMD with Longevity</u>	<u>SS24EL</u>	<u>4,646.05</u>	<u>4,878.35</u>	<u>5,122.27</u>	<u>5,378.38</u>	<u>5,647.30</u>
<u>Property Evidence Specialist</u>	<u>SS25</u>	<u>4,483.94</u>	<u>4,708.14</u>	<u>4,943.55</u>	<u>5,190.73</u>	<u>5,450.27</u>
<u>Property Evidence Specialist — EMD</u>	<u>SS25E</u>	<u>4,533.94</u>	<u>4,760.64</u>	<u>4,998.67</u>	<u>5,248.60</u>	<u>5,511.03</u>
<u>Property Evidence Specialist w/Longevity</u>	<u>SS25L</u>	<u>4,708.14</u>	<u>4,943.55</u>	<u>5,190.73</u>	<u>5,450.27</u>	<u>5,722.78</u>
<u>Property Evidence Specialist — EMD with Longevity</u>	<u>SS25EL</u>	<u>4,758.14</u>	<u>4,996.05</u>	<u>5,245.85</u>	<u>5,508.14</u>	<u>5,783.55</u>
<u>Senior Property Evidence Specialist</u>	<u>SS31</u>	<u>5,190.72</u>	<u>5,450.26</u>	<u>5,722.78</u>	<u>6,008.92</u>	<u>6,309.37</u>
<u>Senior Property Evidence Specialist — EMD</u>	<u>SS31E</u>	<u>5,240.72</u>	<u>5,502.76</u>	<u>5,777.90</u>	<u>6,066.80</u>	<u>6,370.14</u>
<u>Senior Property Evidence Specialist w/Longevity</u>	<u>SS31L</u>	<u>5,450.26</u>	<u>5,722.77</u>	<u>6,008.91</u>	<u>6,309.36</u>	<u>6,624.83</u>
<u>Senior Property Evidence Specialist — EMD with Longevity</u>	<u>SS31EL</u>	<u>5,500.26</u>	<u>5,775.27</u>	<u>6,064.03</u>	<u>6,367.23</u>	<u>6,685.59</u>
<u>Support Services Supervisor</u>	<u>SS33</u>	<u>5,450.26</u>	<u>5,722.77</u>	<u>6,008.91</u>	<u>6,309.36</u>	<u>6,624.83</u>
<u>Support Services Supervisor — EMD</u>	<u>SS33E</u>	<u>5,500.26</u>	<u>5,775.27</u>	<u>6,064.03</u>	<u>6,367.23</u>	<u>6,685.59</u>

<u>Support Services Supervisor w/Longevity</u>	<u>SS33L</u>	<u>5,722.77</u>	<u>6,008.91</u>	<u>6,309.36</u>	<u>6,624.83</u>	<u>6,956.07</u>
<u>Support Services Supervisor – EMD with Longevity</u>	<u>SS33EL</u>	<u>5,772.77</u>	<u>6,061.41</u>	<u>6,364.48</u>	<u>6,682.70</u>	<u>7,016.84</u>
<u>Police Officer</u>	<u>PD31</u>	<u>5,240.99</u>	<u>5,503.04</u>	<u>5,778.19</u>	<u>6,067.10</u>	<u>6,370.46</u>
<u>Police Officer – Intermediate POST</u>	<u>PD31I</u>	<u>5,372.01</u>	<u>5,640.61</u>	<u>5,922.64</u>	<u>6,218.77</u>	<u>6,529.71</u>
<u>Police Officer – Advanced POST</u>	<u>PD31A</u>	<u>5,503.04</u>	<u>5,778.19</u>	<u>6,067.10</u>	<u>6,370.46</u>	<u>6,688.98</u>
<u>Corporal</u>	<u>PD35</u>	<u>5,778.19</u>	<u>6,067.10</u>	<u>6,370.46</u>	<u>6,688.98</u>	<u>7,023.43</u>
<u>Corporal – Intermediate POST</u>	<u>PD35I</u>	<u>5,922.65</u>	<u>6,218.78</u>	<u>6,529.72</u>	<u>6,856.21</u>	<u>7,199.02</u>
<u>Corporal – Advanced POST</u>	<u>PD35L or PD35A</u>	<u>6,067.10</u>	<u>6,370.46</u>	<u>6,688.98</u>	<u>7,023.43</u>	<u>7,374.60</u>
<u>Police Sergeant</u>	<u>PD40</u>	<u>6,529.70</u>	<u>6,856.19</u>	<u>7,199.00</u>	<u>7,558.95</u>	<u>7,936.90</u>
<u>Police Sergeant – Advanced POST</u>	<u>PD40A</u>	<u>6,692.94</u>	<u>7,027.59</u>	<u>7,378.97</u>	<u>7,747.92</u>	<u>8,135.32</u>
<u>Police Sergeant – Supervisory POST</u>	<u>PD40S</u>	<u>6,856.19</u>	<u>7,199.00</u>	<u>7,558.95</u>	<u>7,936.90</u>	<u>8,333.75</u>

- Steps B, C, D, and E shall be paid upon completion of twelve months of employment at the preceding step where the employee has demonstrated at least satisfactory job progress and normally increasing productivity, and upon recommendation of the Department Head and approval of the City Manager.
- Police Officers and Police Corporals who possess a P.O.S.T. Intermediate Certificate shall receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Intermediate Certificate.
- Police Officers and Police Corporals who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Advanced Certificate, in addition to 4.1.b above.
- Police Sergeants who possess a P.O.S.T. Advanced Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Advanced Certificate.
- Police Sergeants who possess a P.O.S.T. Supervisory Certificate will receive two and one-half percent (2½%) more in base salary than those positions within the same classification without a P.O.S.T. Supervisory Certificate, in addition to 4.1.d above.
- Each Support Service Technician, Property Evidence Specialist, Senior Property Evidence Specialist, Lead Support Services Technician or Support Services Supervisor having the Emergency Medical Dispatch (EMD) Certification will receive the following amounts more in base salary per month than those positions within the same classification without an EMD Certificate:

	Step A	Step B	Step C	Step D	Step E
EMD Pay	\$ 50.00	\$ 52.50	\$ 55.13	\$ 57.89	\$ 60.78

SECTION 4.2 ONE-TIME LUMP-SUM PAYMENT

~~Effective upon ratification, employees shall be provided a one time payment only, lump sum payment of \$3,000.~~

~~Such payment is non-performance based and is not reportable to CalPERS.~~

~~Only current employees who were employed prior to July 1, 2017, in a position covered by this MOU shall be eligible for the lump sum payment.~~

SECTION 4.23 INCENTIVE PAY

- a. Employees shall be reimbursed up to \$1,600 per fiscal year for books, tuition and related educational expenses for attending college or other professional training, providing the coursework is job-related, and the employee received a passing grade.
- b. Employees in the Support Services Technician, Support Services Lead Technician, Property Evidence Specialist, Senior Property Evidence Specialist and Support Services Supervisor classifications, after five years of continuous service in the classification and ~~above averagesatisfactory~~ or better evaluations, shall receive five percent (5%) in additional pay to their base salary.

SECTION 4.4 RETIREMENT

CalPERS Sworn Safety Members (as defined by CalPERS)

- a. Sworn Safety Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Sworn Safety Member employees including Police Officers, Police Corporals and Police Sergeants hired on or before July 14, 2012 are provided benefits pursuant to the 3% @ 50 Benefit Formula (Government Code Section 21362.2), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 2

Sworn Safety Member employees including Police Officers, Police Corporals and Police Sergeants hired between July 14, 2012 and December 31, 2012, and Sworn Safety Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 3% @ 55 Benefit Formula (G.C. Section 21363.1), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Sworn Safety Member employee contribution of 9% (nine percent). Sworn Safety Member employees will pay the employee contribution of 9% (nine percent).

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Sworn Safety Member employees including Police Officers, Police Corporals and Police Sergeants hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to the 2.7% @ 57 Benefit Formula (G.C. Section 7522.25(d)) with Final Compensation 3 Year (G.C. Section 20037). The Sworn Safety Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The CalPERS retirement for Sworn Safety Members (as defined by CalPERS) includes Level Four (4) of the 1959 Survivor's Benefit. The employees shall pay the monthly cost of the benefit.
- c. Employee contributions shall be contributed to CalPERS on a pre-tax basis.

CalPERS Non-Sworn Miscellaneous Members (as defined by CalPERS)

- a. Non-Sworn Safety Member employees (as defined by CalPERS) are provided retirement benefits through the California Public Employees Retirement System (CalPERS).

TIER 1

Non-sworn Miscellaneous Member employees including Police Records Technician, Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Support Services Technician, Property Evidence Specialist, Senior Property Evidence Specialist, Support Services Lead Technician and Support Services Supervisor hired on or before July 14, 2012 are provided benefits pursuant to the 2.5% @ 55 Benefit Formula (Government Code Section 21354.4), Final Compensation 1 Year (G.C. Section 20042) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Non-sworn Miscellaneous Member employee contribution of 8% (eight percent). Non-sworn Miscellaneous Member employees will pay the employee contribution of 8% (eight percent).

TIER 2

Non-sworn Miscellaneous Member employees including Police Records Technician, Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Support Services Technician, Property Evidence Specialist, Senior Property Evidence Specialist, Support Services Lead Technician and Support Services Supervisor hired between July 14, 2012 and December 31, 2012, and Non-sworn Miscellaneous Member employees hired on or after January 1, 2013 who meet the definition of a Classic Member under CalPERS, are provided benefits pursuant to the 2% @ 55 Benefit Formula (G.C. Section 21354), Final Compensation 3 Year (G.C. Section 20037) and Unused Sick Leave Credit (G.C. Section 20965). The City will pay 0% (zero percent) of the Non-sworn Miscellaneous Member employee contribution of 7% (seven percent). Non-sworn Miscellaneous Member employees will pay the employee contribution of 7% (seven percent).

TIER 3

Pursuant to the California Public Employees' Pension Reform Act of 2013 (PEPRA), Non-sworn Miscellaneous Member employees including Police Records Technician, Police Officer Recruit, Community Services Officer, Code Enforcement Officer, Support Services Technician, Property Evidence Specialist, Senior Property Evidence Specialist, Support Services Lead Technician and Support Services Supervisor hired on or after January 1, 2013 who meet the definition of a CalPERS new member under PEPRA are provided benefits pursuant to 2% @ 62 Benefit Formula (G.C. Section 7522.20) with Final Compensation 3 Year (G.C. Section 20037). The Non-sworn Miscellaneous Member employee will pay a member contribution rate of 50% (fifty percent) of the expected normal cost rate.

- b. The City shall provide CalPERS the Post Retirement Survivor benefit for Miscellaneous Members.
- c. Employee contributions shall be contributed to CalPERS on a pre-tax basis.

SECTION 4.5 SICK LEAVE/STAY WELL PLAN

- a. Sick leave accumulates at a rate of eight (8) hours per month. There is no limit to the accumulation.
- b. Employees with 384 or more hours of accumulated sick leave shall be eligible for the Stay Well Bonus. The Stay Well Bonus will be implemented as follows:
1. The sick leave pay-off will occur during the 52-week period beginning the first day after the second pay period in October and ending on the last day of the second pay period in October of the following year after an employee has accumulated and maintained 384 hours sick leave.
 2. Once the eligibility requirements have been met, an employee may opt to receive a pay-off equal to one-third (1/3) of the unused annual allotment of sick leave. (The annual allotment is 95.94 hours).

3. Checks will be prepared by December 15 of each year.
- c. In any calendar year, up to 16 hours of sick leave may be used for personal reasons without explanation. These hours are not intended as vacation time and may not be used to extend vacations.
- d. An employee may use in any calendar year accrued sick leave, up to the amount earned during twelve (12) months employment, to attend to the illness of the following family members:
 1. The employee's child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis).
 2. The employee's parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian).
 3. The employee's spouse or domestic partner.

If the employee is performing satisfactorily and the employee's workload would not be negatively impacted, the Department Head may approve additional time off, up to the amount earned during three (3) months of employment, for Family Care.

Family Care leave may also qualify for protection under the FMLA and/or CFRA, and any Family Care leave granted under this section shall run concurrently with FMLA and/or CFRA leave. FMLA/CFRA leave is addressed in a separate City policy.

SECTION 4.6 VACATION LEAVE

- a. Employees shall be entitled to vacation leave consistent with the City of Atascadero Personnel System Rules.
- b. In addition to the vacation leave accrued as outlined in Section 15.2 B of the City of Atascadero Personnel System Rules, employees shall receive:
 - An additional two days of vacation annually upon completing 15 yrs of service for a total accrual of 22 days per year or 6.77 hours per pay period; and
 - Two more days of vacation annually upon completing 20 years of service for a total accrual of 24 days per year or 7.38 hours per pay period.

SECTION 4.7 HOLIDAYS

- a. Employees shall receive twelve (12) holidays per calendar year. Said holidays shall be earned in eight (8) hour increments on the 1st day of the first full pay period of each month.
- b. Employees may elect one of the following options with regards to holidays:
 1. **Hours as Earned:** Employees may elect to receive eight hours of holiday time on the 1st day of the first full pay period of each month. This shall be the default option if employees do not select another method of receipt.
 2. **Paid as Earned:** Employees may elect to be paid for eight hours of holiday time as it is earned on the first full pay period of each month
 3. **Front Loading Hours:** Employees may elect to front load their holiday time and be credited with 96 hours of holiday time on the 1st day of the first full pay period in January. Employees who choose this option for front loading will still earn their holiday time in 8 hour increments on the 1st day of the first full pay period of each month. Employees choosing this option who terminate employment during the year shall pay the City back for any hours used but not earned, and will not receive pay for hours credited but not earned. To be eligible for this option an employee must:
 - a. Sign an agreement with the City of Atascadero acknowledging that the employee is liable for any funds owed to the City upon termination and authorizing a payroll deduction allowing the City to deduct any amounts owed from the employee's final check; and

- b. Be employed by the City on the last day of the first full pay period in January; and
 - c. Work (not in a paid leave status) for at least one day during the first full pay period in January; and
 - d. Receive City Manager approval if they are a probationary employee.
- c. Holidays must be used within the calendar year. Employees may take holiday time off consistent with the scheduling needs of the City and subject to approval of the Chief of Police.
- d. Employees shall be allowed to accrue holiday hours prior to required payoff.
- e. Employees who have not used their accrued holiday time by December 31st, will be paid for all accrued holiday hours, no later than the second payday of January.
- f. Employees may elect to apply the value of accrued holiday hours to their deferred compensation account. Election forms must be completed and received no later than December 31st, to be processed no later than the second payday of January.

SECTION 4.8 BEREAVEMENT LEAVE

Employees shall be granted bereavement leave pursuant to the July 2012 City of Atascadero Personnel System Rules.

The City shall provide up to twenty-four (24) hours of paid bereavement leave for bereavement purposes. Bereavement purposes include (1) the death of a member of the employee's immediate family, and (2) the critical illness of a member of the employee's immediate family where death appears to be imminent. The amount of bereavement leave provided under this section is twenty four (24) hours per family member.

The employee may be required to submit proof of a relative's death or critical illness before final approval of leave is granted.

For purposes of this section, "immediate family" means: spouse or domestic partner, parent (including biological, foster, or adoptive parent, a stepparent, or a legal guardian), grandparent, grandchild, child (including biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis), brother, sister, aunt, uncle, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or significant other.

Twenty-four (24) hours of the paid absence shall be considered "bereavement leave", and any remaining time shall be from other paid time off available to the employee.

When an employee has exhausted the bereavement leave provided in this section, the employee may submit a request to his/her Department Head and request additional time off work. If approved, the employee must use their other accrued paid leave. The employee may elect which accrued paid leave he/she shall use during the additional leave. However, the employee may not use more than forty (40) hours of accrued sick leave for bereavement purposes. If the additional leave approved by the Department Head is longer than forty (40) hours, the employee is required to use accrued paid leave other than sick leave.

SECTION 4.9 MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

SECTION 4.10 OUT-OF-CLASS PAY

Employees who are assigned to work out of class for fifteen (15) or more consecutive days shall receive five percent (5%) of current base salary in addition to regular salary in accordance with Personnel System Rules Section 4.10.

SECTION 4.11 CANINE HANDLER PAY

The time spent by a canine handler in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at the time and one-half overtime rate per hour of the handler. It is agreed that canine handlers normally spend 7 hours per biweekly pay period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 7 hours. Such hours worked shall not be interpreted to be (1) shift extension, (2) callback to work, or (3) scheduled work performed in excess of the regular shift for overtime purposes.

SECTION 4.12 FIELD TRAINING OFFICER INCENTIVE PAY

- a. Police Officers assigned to act in the capacity of Field Training Officer shall be compensated at the rate of \$.87 per hour, not to exceed \$150.00 per month. Compensation shall be provided only for hours actually spent serving in the capacity of Field Training Officer.
- b. Support Services Technicians assigned to act as a trainer of a newly hired employee shall be compensated at the rate of \$.87 per hour not to exceed \$150.00 per month. Compensation shall be paid only for hours actually spent serving in the capacity of a trainer.
- c. Compensation shall be provided only when the Chief of Police or designee has specifically authorized the assignment.

SECTION 4.13 ACTING WATCH COMMANDER PAY

- a. Each Police Officer assigned as Acting Watch Commander will receive \$1.00 per hour for each hour worked in the capacity of Acting Watch Commander as compensation for additional responsibility.

SECTION 4.14 BILINGUAL PAY

The City shall pay an additional 2.5% of salary to those employees who are able to speak one of the top two non-English languages as defined by the U.S. Census. A testing mechanism mutually agreed to by both parties will be created to assess language abilities before qualifying for the incentive.

ARTICLE V - HEALTH AND WELFARE

SECTION 5.1 HEALTH INSURANCE COVERAGE

- a. For unit members who elect to have "Family" coverage, the City shall pay an amount not to exceed ~~\$1,669.74~~\$1,764.21 per month for employees electing Family coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependents. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for dependents based upon HMO plan costs.
- b. For unit members who elect to have "Employee +1" coverage, the City shall pay an amount not to exceed ~~\$1,229.99~~\$1,303.32 per month for employees electing Employee +1 coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee and dependent. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee and fifty percent (50%) of increased costs for the dependent based upon HMO plan costs.
- c. For unit members who elect to have "Employee Only" coverage, the City shall pay an amount not to exceed ~~\$893.17~~\$940.91 per month for employees electing Employee Only coverage. The City contribution shall go toward the cost of all medical, dental, vision and life insurance benefit premiums for the unit member employee. City shall pay for increased costs to medical, dental, vision and life insurance premiums for the employee based upon HMO plan costs.

For unit members who elect to have “Employee Only” coverage, available funds remaining from the City’s contribution toward insurance coverage shall be paid to an employee hired on or before September 1, 2000 as additional compensation. This amount shall not exceed \$240.56 per month.

- d. The City shall provide term life insurance coverage for each employee in a total amount of fifty thousand dollars (\$50,000).
- e. The City shall provide a term life insurance policy for each eligible dependent enrolled in health coverage in a total amount of one thousand dollars (\$1,000) per dependent during the term of this agreement.
- f. The Medical Insurance Committee may recommend changes in the level of service and service providers to the City during the term of the agreement. Each recognized bargaining unit shall have a representative on the committee, and management will have one representative.
- g. The City shall make available to employees covered by this MOU a Flexible Benefit Plan, in compliance with applicable Internal Revenue Code provisions. The plan will enable an employee, on a voluntary basis, to cover additional out of pocket premium expenses for insurance through pre-tax payroll dollars.
- h. State Disability Insurance – The City has provided State Disability Insurance as a payroll deduction of each employee.

SECTION 5.2 UNIFORM/SAFETY EQUIPMENT ALLOWANCE

The purpose of the uniform allowance is for the purchase, replacement, maintenance, and cleaning of uniform clothing.

- a. Effective July 1, 2018, the~~The~~ City shall provide an annual uniform allowance of ~~eight~~nine hundred dollars (\$~~9800~~) for employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Property Evidence Specialist, Senior Property Evidence Specialist and Code Enforcement Officer.
- b. Effective July 1, 2019, the City shall provide an annual uniform allowance of one thousand dollars (\$1,000) for employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Property Evidence Specialist, Senior Property Evidence Specialist and Code Enforcement Officer.
- ~~b.c.~~ The City will make an upfront lump sum payment of the current fiscal year’s uniform allowance no later than the second pay day in July for employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Property Evidence Specialist, Senior Property Evidence Specialist and Code Enforcement Officer.
- ~~e.d.~~ For employees who hold the following positions: Police Officer, Police Corporal, Police Sergeant, Community Services Officer, Property Evidence Specialist, Senior Property Evidence Specialist and Code Enforcement Officer - upon initial hire the employee will receive a prorated amount based upon the number of days remaining until July 1. The City would at the same time advance the new employee an amount that when added to his initial uniform allowance would equal ~~\$800~~the annual uniform allowance. The amount advanced upon hire would then be deducted from the employee’s first full uniform allowance check, the following July. (Example: If , in fiscal year 2018/2019 an employee worked six months in the first fiscal year, he/she would receive \$9800 in that first year and \$~~550400~~ in the second fiscal year. (\$1,000 2019/2020 uniform allowance less repayment of ½ of 2018/2019 uniform allowance advanced to the employee upon hire) All subsequent years the employee would receive the full ~~\$800~~1,000 until separation from the City.)
- ~~d.e.~~ When a Community Services Officer, Property Evidence Specialist, Senior Property Evidence Specialist, Code Enforcement Officer Police Officer, Police Corporal or Police Sergeant separates from the City, the Uniform Allowance will be prorated based upon the number of days employed in the then current fiscal year and any

amounts owed to the City will be deducted from his/her final check.

e.f. Uniforms damaged on duty shall be replaced as prorated by the Police Chief. Employees are required to seek reimbursement through the courts with all practical diligence.

f.g. The City shall reimburse up to Two-Hundred (\$200.00) Dollars per fiscal year for the purchase of eligible uniform items to employees in the following positions:

- Police Records Technician,
- Support Services Technician,
- Support Services Lead Technician, and
- Support Services Supervisor

Eligible uniform items include Civilian Uniform Shirts, Civilian Uniform Pants, and Non-Uniform Polo Shirts as approved by the uniform committee and the City Manager. In no instance will the City reimburse employees for clothing that may be worn outside of the Atascadero Police Department work environment.

 Proof of purchase is required. Once purchased, such appropriate uniform must be worn while working.

g.h. The City shall make available to Police Officers, Police Corporals and Police Sergeants a bulletproof vest. Employees requesting a vest shall certify that they will wear the vest at all times, except in extreme climatic conditions. Vests shall be replaced or refurbished each 4 or 5 years as manufacturer's specifications dictate. Employees already owning a vest shall continue to use them until repair or refurbishment becomes necessary, as determined by the Chief of Police.

h.i. The following additional safety equipment shall be provided to all Police Officers, Police Corporals and Police Sergeants by the City:

- Service weapon
- Baton
- Duty belt with holster, keeper straps, handcuff case, chemical mace pouch, key ring, baton ring, ammunition pouch, radio holder
- Helmet with face shield
- Rain garment: The City shall comply with the requirements of CAL/OSHA as it relates to providing rain gear including rain boots

i.j. All City equipment shall be returned to the City upon the employee leaving such service.

j.k. The City will purchase the following items required by the Police Academy for employees in the classification of Police Officer Recruit:

- Academy T-shirt
- Academy Sweatshirt
- Academy Running Shorts
- Dark Blue Polo Shirt or other shirt as required by the Police Academy.

The total annual monetary value of the uniforms in subsection j. is not to exceed \$250.00 per employee.

In addition to the items listed above, the City may provide additional safety equipment as listed in Section 5.2(h) at the discretion of the Police Chief.

SECTION 5.3 PROBATION

The length of the probationary period for employees covered under this MOU shall be in accordance with Rule 9 of July 2012 City of Atascadero Personnel System Rules. Each original and promotional appointment made to a position in the competitive service shall be subject to a probationary period. The length of the original and promotional probationary period shall each be at least 12 month of service in the position for all employees. At the discretion of the Department

Head and with the approval of the City Manager, the probationary period may be extended for a maximum of six additional months when the Department Head has determined that the employee has not yet successfully completed his/her probationary period.

ARTICLE VI – OTHER

SECTION 6.1 CELL PHONE REIMBURSEMENTS

The City agrees to reimburse each full-time employee a flat rate of ten dollars (\$10.00) per month for the use of their personal cell phone for City business. This amount will be paid once per year in a lump sum amount. Where applicable, the months will be pro-rated.

SECTION 6.2 JOINT COMMITMENT TO FAIR AND REASONABLE CHANGES TO THE CALPERS SYSTEM

The interests of the City and the Association are generally aligned: both seek fair and reasonable changes to the CalPERS system to ensure long-term sustainability of the system. Needed State-level changes acceptable to both executive management and City labor groups are most likely to be initiated by CalPERS member agencies and labor, working collaboratively.

City and the Association hereby jointly commit to:

- Request state-level membership organizations (e.g., the League of California Cities, state-wide labor affiliates) to alert and engage members, to make this issue a priority, and encourage committing to a set of collaborative solutions;
- Encourage, educate, and engage peers (e.g., other cities, other labor groups) to make this issue a priority and to lend their voice to our request to state-level membership organizations;
- Jointly analyze options with an open mind as to potential solutions; and
- Other potential collaborative efforts as they arise.

SECTION 6.3 NO CHANGE TO CALPERS EMPLOYEE CONTRIBUTION

PEPRA provides that beginning in 2018 an employer may require employees to pay fifty percent (50%) of the total annual normal cost up to an eight percent (8%) contribution rate for miscellaneous employees, and an eleven percent (11%) or twelve percent (12%) contribution rate for safety employees. PEPRA does not require an employer to implement this change but, the employer may do so once the employer has completed the good faith bargaining process as required by law, including any impasse procedures requiring mediation and fact finding. The City agrees that in 2018 through June 30, 2020, the City will not unilaterally ask Tier 1 employees and Tier 2 employees to increase their contribution to CalPERS. Employee contributions to CalPERS (for Tier 1 and Tier 2 employees) may be increased in 2018-2020 upon mutual agreement of the Association and the City.

SECTION 6.4 2019-2020 ADJUSTMENT LANGUAGE

The City understands and appreciates the need to retain our quality employees, as such the City agrees to prepare a salary and limited compensation comparison for Year 2 (fiscal year 2019/2020) if the fiscal year 2018/2019 General Fund total tax revenue, (excluding F-14 sales tax revenue and sales tax timing exceptions), exceeds \$17,240,000. Further, the City agrees that once the salary comparison is complete, the City will consider providing further salary increases in 2019-2020 for those positions that it feels are not competitive with local salaries.

Finance staff will produce a document showing estimated 2018/2019 general fund tax revenues in May of 2018 and a document showing actual 2018/2019 general fund tax revenues in October of 2019. If either of these documents show that 2018/2019 general fund total tax revenues (excluding F-14 sales tax revenue and sales tax timing exceptions), exceed \$17,240,000 City consideration of increasing specific position salaries will occur. The City and the Association will meet to discuss such salary increases prior to the City implementing the increases.

ARTICLE VII - CLOSING PROVISIONS

SECTION 7.1 TERM

The term of this MOU shall commence on July 1, 201~~8~~⁷, and expire on June 30, ~~2018~~2020.

SECTION 7.2 SIGNATURES

This MOU has been ratified and adopted pursuant to the recommendation of the following representatives:

_____ APA	_____ Date	_____ APA	_____ Date
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CITY OF ATASCADERO

_____ Mayor	_____ Date	_____ City Manager	_____ Date
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Atascadero City Council

Staff Report – Fire & Emergency Services

Review of Weed Abatement Fees

RECOMMENDATION:

Council provide staff direction on the structure of weed abatement fees.

DISCUSSION:

Weed Abatement Program

The City of Atascadero lies in a fire susceptible area of San Luis Obispo County where the combination of climate, fuels and topography categorize much of the City as high hazard for wildland fires. The fire service calls this area a wildland urban interface zone with houses mixed into steep slopes, narrow roads and heavy chaparral and grass fuels. This combination, along with recent droughts and a changing climate, allow for potentially large destructive fires within the City.

The Atascadero Fire and Emergency Services Department (AFD) prepares itself and the community to the best of its ability and to the extent that resources allow. Wildfire prevention programs include: weed abatement, chipping, fuel breaks, roadside fuel modification, public outreach, evacuation plans, homes built to the current Fire Code and Wildland Urban Interface Code, wildfire preplan maps and the training of City staff on the City Emergency Plan and Emergency Operations Center activation.

Weed abatement is the first line of defense in wildland fire protection and the most important component of the City's fire prevention efforts. It provides defensible space for every home in Atascadero, and in essence, creates mini-fire breaks between each parcel to help contain a fire until Fire Department resources arrive.

Compliance with the weed abatement section of the City's Municipal Code is a critical component of this plan. The City of Atascadero does not want to be in the mowing business. The intent is to encourage citizens to independently manage the weeds on their properties. The Municipal Code, Section 6-13.03, addresses the abatement of vegetative growth and/or refuse, which constitute a hazard.

The Fire Marshal is charged with running the abatement program with the assistance of the Fire Department Administrative Assistant. He conducts an initial weed inspection during the month of April of the approximately 11,188 parcels within the City. Notices

are mailed to the recorded property owner of each parcel listed declaring that their parcel is an existing, future or “potential” hazard. AFD considers a parcel a future or “potential” hazard if the parcel is not completely landscaped or irrigated and/or there is a potential for weed growth (Municipal Code, Section 6-13.01). Each property owner is advised in the notice that they have until June 1 to bring their parcel into compliance. Beginning June 1, the Fire Marshal begins the second property inspection. Those parcels that were originally noticed and have not cut their weeds are placed on a list for the city contractor to abate. In 2018, 3,474 notices were mailed out. Upon second inspection, the Fire Marshal found 101 lots that were tagged to be abated. Of those tagged, the city contractor cut 31 and the rest were abated by the residents.

Weed Abatement Fees

In 2006 the City hired Revenue Cost Specialists (RCS) to perform a fee study that looked at each of the services that the City provides and analyzed the cost to provide the service. A service ordinance and resolution were adopted at that time, setting fees at levels that most closely mirror the cost of the service provided. The study was then updated again in 2014 and the fees have been updated each May since 2014 based on CPI.

Currently, the City charges each parcel the direct costs of the contractor plus an additional 150% fee as a fine to those properties that are not in compliance with the Municipal Code. The purpose of the existing fee structure is intended to not only strongly encourage residents to abate their weeds, but also to cover 100% of the cost of the weed abatement program, insuring that compliant property owners/tax payers do not subsidize the cost of the program.

During the weed abatement hearing process in 2018, Council directed staff to review the 150% weed abatement administrative fee. Council had questions about whether the amount charged exceeded the cost of administering the weed abatement program, whether the charge was in compliance with State law and whether a flat fee per parcel would be more appropriate. Although the legal notices for 2018 weed abatement had gone out, staff agreed to bring the item back to Council for direction in time to change the fees, if the Council chose, prior to the 2019 weed abatement season.

Cost of Administering the Weed Abatement Program

Staff reviewed and updated a detailed time analysis that was originally performed in 2010. Times were reviewed and changed based on the estimated 2018 weed abatement experience. In addition, staff costs were updated for changes in personnel and current fully allocated rates. It is estimated that it will cost the City about 570 hours or \$61,000 in staff time to run the weed abatement program in a year where about 30 parcels will eventually be abated. About \$24,000 of that staff time is spent inspecting, noticing, and answering questions for all parcels (both those that will eventually be assessed and those that cut their weeds prior to the deadline.) The remaining \$37,000 in staff time is spent on only those parcels that do not abate their weeds by the deadline. This time includes re-inspecting the parcels, hiring and coordinating with a weed abatement contractor, reviewing and processing invoices and charges for each parcel, preparing final notices, preparing final door hangers, setting up and eventually archiving files for each unabated property, reviewing select abatement parcels with the

contractor, preparing a final staff report, coordinating with the County to place the assessments on the County tax rolls, and responding to questions and complaints from the assessed parcels.

In 2018, 25 parcels were assessed a total of \$43,690. An additional 6 have been cut by the contractor but will be assessed on next year's tax roll. The contractor is in process of completing the abatement and will be turning in worksheets shortly. Of the \$43,690, \$17,476 was reimbursement for contractor costs and \$26,214 was administrative fees charged by the City. The City is legally allowed to charge up to the full amount of the program (\$61,000); however, historically the amount of administrative fees charged most closely coincides with the cost to abate and assess those parcels that did not cut their weeds by the deadline. In fact, in 2018 general taxpayers paid not only the \$24,000 for the general weed abatement inspection program, but the general taxpayers also subsidized those property owners who did not cut their weeds by an additional \$10,500.

Fee Structure

Council also asked staff if a flat fee would be more appropriate (i.e.- the cost/time to administer a large parcel was the same as the cost to administer a parcel with a small amount of abatement.) Administration of the weed abatement process has many separate tasks and components. Those tasks and components can be looked at in the following manner:

1. Those tasks that may require the same amount of time to process regardless of the amount abatement (i.e. setting up a file for the parcel/abatement);
2. Those tasks that vary with the amount of abatement (staff will meet with the contractor on-site for those abatements that will take the contractor multiple days or are complex);
3. Those tasks that are done one time for the entire weed abatement program regardless of the number of parcels abated or amount of weeds cut (i.e. hiring a weed abatement contractor, holding public hearings, etc); and
4. Those tasks that do not clearly fit into any one of the three categories above.

Based on the fact that the cost is not completely fixed for administering each parcel, nor is it completely variable for each parcel, there are arguments that assessing a flat fee per parcel would be more appropriate and there are arguments that the current fee, based on the amount of the abatement, is more appropriate. Council has the discretion to set the fee.

Percentage Fee

The current administrative fee structure (150% of contractor costs) charges those parcels that require more contractor time (more weeds/acreage to abate) a larger administrative fee. This type of fee structure does make sense in that, in general, the larger the abatement, the more time staff takes administering the weed abatement.

Because these large weed abatement bills tend to get challenged more on the time spent by the contractor, the Fire Marshal meets with the contractor at the site to go over the contractor's estimated time to abate, potential problems, and other concerns. Contractor billing review, contractor documentation review and other tasks do also tend

to take a little longer depending on the number of hours spent by the contractor. There is also an argument that because of the greater fire risk to the community due of the volume of weeds not abated, those that require more contractor hours due to area or thickness of weeds, should shoulder a larger share of the burden to administer the program.

A percentage fee structure could be structured as follows:

- P1. 150% of Contractor Cost Administrative Fee **(Current Fee Structure)** In 2018, the City's 150% administrative fee recovered about 72% (\$26,214) of the cost of administering weed abatement for those property owners that did not have their weeds cut by the June 1st deadline. Taxpayers subsidized the remaining \$10,500 in weed abatement administration costs associated with those property owners that did not cut their weeds by the deadline.
- P2. 210% of Contractor Cost Administrative Fee. This fee structure is estimated to recover all of the weed abatement administration costs associated with property owners that do not cut their weeds by the deadline, while the cost of inspecting all parcels and sending out first notices would continue to be funded out of general taxes.
- P3. 350% of Contractor Cost Administrative Fee. This fee structure is estimated to recover 100% of the administering the weed abatement program.

The percentage fee structure, does not take into account the number of tasks that require the same amount of staff time for each parcel and those tasks that require the same amount of staff time regardless of number or size of parcels abated. Thus it could be argued that those parcels with a small amount of abatement (i.e. a half hour of contractor crew time) are currently being subsidized, while those with a large amount of abatement are not.

Flat Fee

The Council could direct staff to change the fee structure to a flat fee, regardless of the amount of abatement performed on the parcel. In 2018, three of the 25 abated parcels required one half hour of the contractor crew's time to abate their parcel at a cost of \$65.54 for the half hour of the crew's time, plus a \$98.32 administrative fee for a total cost of \$165.86. There was also a parcel that required 11 ½ hours of contractor crew time and cost \$1,507.31 for the contractor to abate and \$2,260.97 in administrative fees. In a flat fee scenario, each of these parcels would still pay the contractor costs (\$65.54 or \$1,507.31) plus a flat administrative fee.

The flat fee could be structured as follows:

- F1. \$870 per parcel. This amount of administrative fee per parcel would recover an amount similar to the amount recovered this year (\$26,000) leaving the taxpayers to subsidize abatement of the parcels by about \$10,500 annually.

- F2. \$1,230 per parcel. This amount of administrative fee per parcel would recover the cost of administering the program for those parcels that do not abate their weeds by the deadline. (\$37,000 cost divided by approximately 30 parcels)
- F3. \$2,030 per parcel. This amount of fee per parcel would recover the cost of the entire weed abatement program (\$61,000) over the estimated number of parcels abated each year (currently estimated at about 30 parcels per year)
- F4. Any other amount. Any amount below the \$1,230 would mean that some amount of general taxes would be used to administer abatement for those property owners that do not cut their weeds by the deadline.

While there are arguments that the flat fee would be more appropriate as some tasks necessary to administer the program take the same amount of time regardless of the amount of weeds abated, this would mean that a parcel requiring just a half hour of clean-up could be charged \$935 (\$65.54 for the contractor and \$870 for administration).

Hybrid Fee

A hybrid fee with a portion of the fee being flat and a portion based on a percentage of contractor costs could also be considered. There is no exact way to break out the tasks but in general about 20% of the costs to administer the program are more fixed in nature, 40% of the costs to administer the program correlate to the contractor time spent on abating the parcels, and 40% of the costs are neither fixed per parcel, nor closely correlate to the weeds abated, but instead depend upon the property owner, the neighbors and other factors. Staff feels that the indeterminate 40% correlates more closely to contractor time, but it is not a close correlation. Larger parcels tend to consume more of this time, but there have been times in the last 5 years that a parcel that does not require a lot of contractor time may generate a lot of complaints, inquiries and explanations.

Some hybrid scenarios could be as follows:

- H1. A flat fee of \$260 per parcel plus a percentage charge of 106%. This fee structure is expected to recover about the same amount of costs as were assessed in 2018. (General taxpayers would continue to subsidize administering the program for the property owners that do not abate their weeds by the deadline by about \$10,500 a year.) This fee structure is calculated based on collecting about 21% of the costs with the flat fee, about 51% of the costs as a percentage of contractor costs, and continuing to have about a 28% subsidy for those that don't cut their weeds.
- H2. A flat fee of \$260 per parcel plus a percentage charge of 166%. This fee structure is expected to recover the 100% of the cost of administering the program for the property owners that do not abate their weeds by the deadline. This fee structure is calculated based on collecting about 21% of the costs with the flat fee, about 79% of the costs as a percentage of contractor costs.
- H3. A flat fee of \$385 per parcel plus a percentage charge of 80%. This fee structure is expected to recover about the same amount of costs as will be recovered in 2018. (General taxpayers would continue to subsidize administering the program

for the property owners that do not abate their weeds by the deadline by about \$10,500 a year.) This fee structure is calculated based on collecting about 32% of the costs with the flat fee, about 40% of the costs as a percentage of contractor costs, and continuing to have about a 28% subsidy for those that don't cut their weeds.

H4. A flat fee of \$490 per parcel plus a percentage charge of 125%. This fee structure is expected to recover the 100% of the cost of administering the program for the property owners that do not abate their weeds by the deadline. This fee structure is calculated based on collecting about 40% of the costs with the flat fee, about 60% of the costs as a percentage of contractor costs.

H5. Any other combination that the Council is willing to explore.

The hybrid fee structure probably is the fee structure that most closely correlates to the cost of administering each parcel that does not cut its weeds. Some may argue though, that it may place too large a burden on those whose infraction is more minor in nature (ie a half hour of contractor crew time would cost \$395 under Hybrid proposal #1, as opposed to \$164 currently charged) and that if the City is going to subsidize those that don't cut their weeds, the subsidy should go toward these parcels with smaller infractions.

Conclusion and Next Steps

The current method of assessing weed abatement administration fees does not exceed the cost to provide weed abatement services and in fact recovers only about 43% of the cost to administer the weed abatement program or 72% of the cost to administer the program for only those parcels that do not cut their weeds by the deadline. The current fee structure is legally defensible as a reasonable method of assessing fees and all of the fee structures proposed here would also be legally defensible.

Because all of the proposed fee structures are legally defensible, staff is looking for Council direction on what type of fee structure they believe would be the most appropriate and what level of cost recovery vs. general tax subsidy would be appropriate. Based on Council direction received, if appropriate, staff will draft a resolution to change the weed abatement fees and bring it back to Council at a later date.

FISCAL IMPACT:

None. Council is providing staff direction tonight and any changes to weed abatement fees would need to be brought back before the Council at a future date for consideration.

ATTACHMENT:

Sample Weed Abatement Assessments under Various Fee Structures

Sample Weed Abatement Assessments under Various Fee Structures

Type/Contractor Cost

P1. 150% Administrative Fee
P2. 210% Administrative Fee
P2. 350% Administrative Fee

F1. Flat \$870 per parcel
F2. Flat \$1,230 per parcel
F2. Flat \$2,030 per parcel

H1. Flat \$260 + 106%
H2. Flat \$260 + 166%
H3. Flat \$385 + 80%
H4. Flat \$490 + 125%

Small \$ 65.54		Medium \$ 589.82		Large \$ 1507.31	
Admin Fee	Total Assessment	Admin Fee	Total Assessment	Admin Fee	Total Assessment
\$ 98.31	\$ 165.85	\$ 884.73	\$ 1,476.55	\$ 2,260.97	\$ 3,770.28
\$ 137.63	\$ 205.17	\$ 1,238.62	\$ 1,830.44	\$ 3,165.35	\$ 4,674.66
\$ 229.39	\$ 296.93	\$ 2,064.37	\$ 2,656.19	\$ 5,275.59	\$ 6,784.90
\$ 870.00	\$ 937.54	\$ 870.00	\$ 1,461.82	\$ 870.00	\$ 2,379.31
\$ 1,230.00	\$ 1,297.54	\$ 1,230.00	\$ 1,821.82	\$ 1,230.00	\$ 2,739.31
\$ 2,030.00	\$ 2,097.54	\$ 2,030.00	\$ 2,621.82	\$ 2,030.00	\$ 3,539.31
\$ 329.47	\$ 397.01	\$ 885.21	\$ 1,477.03	\$ 1,857.75	\$ 3,367.06
\$ 368.80	\$ 436.34	\$ 1,239.10	\$ 1,830.92	\$ 2,762.13	\$ 4,271.44
\$ 437.43	\$ 504.97	\$ 856.86	\$ 1,448.68	\$ 1,590.85	\$ 3,100.16
\$ 571.93	\$ 639.47	\$ 1,227.28	\$ 1,819.10	\$ 2,374.14	\$ 3,883.45



Atascadero City Council

Staff Report – Public Works Department

2017-2018 Storm Water Annual Permit Report and Trash Amendment Update

RECOMMENDATION:

Council receive and file the 2017-2018 Storm Water Annual Permit Report and Trash Amendment Update.

DISCUSSION:

Background:

In February 2013, the State of California issued the General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4). This permit grants the City permission to collect and discharge "Waters of the United States" through the storm sewer system. An annual report must be submitted by September 30th of each year for activities in the previous fiscal year. Staff has completed the Annual Report for Fiscal Year 2017-2018, which is the 5th year of the 5-year permit. The Report summarizes the activities undertaken to remain in compliance with the General Permit over the year, and was submitted to the State by the deadline.

The General Permit is a phased document which was originally implemented in 2008. The first phase of the General Permit (2008-2013) was very similar to the current General Permit but was only mandated for Phase 1 agencies – identified as populations greater than 250,000. From 2008-2013 the City of Atascadero was required to develop and implement a Storm Water Management Plan. Beginning in 2013, the City along with all other Phase 2 Permittees, began implementation of the General Permit. It should be noted that while the General Permit is a State requirement, implementation, oversight and enforcement is conducted at a regional level by the Central Coast Regional Water Quality Control Board (RWQCB).

The General Permit is separated into the following eleven general sections, each of which is further separated into multiple tasks and reporting requirements:

E.6 – Program Management

E.7 – Education and Outreach

- E.8 – Public Involvement and Participation
- E.9 – Illicit Discharge Detection and Elimination
- E.10 – Construction Site Storm Water Runoff Control
- E.11 – Pollution Prevention/Good Housekeeping for Permittee Operations
- E.12 – Post Construction Storm Water Management
- E.13 – Water Quality Monitoring
- E.14 – Program Effectiveness Assessment and Improvement (PEAIP)
- E.15 – Total Maximum Daily Loads Compliance Requirements
- E.16 – Annual Reporting

General Permit Storm Water Update

City staff works diligently to remain in compliance with the expanding and increasing requirements of the General Permit. Over the last several years, multiple processes have been created to streamline reporting and more efficiently distribute responsibilities among staff. The City must meet the intent of the General Permit to “the Maximum Extent Practicable”, while balancing and prioritizing tasks and efforts to remain in compliance.

The majority of staff time over the previous year has been spent maintaining existing processes and procedures, and working to meet the additional requirements placed upon the City for PEAIP modeling and the Trash Amendment. Additionally, significant staff time was spent over the last year working to improve stormwater reporting efficiency by utilizing the new TRAKiT software. Specifically, processes have been developed within TRAKiT to log and monitor construction site erosion control (E.10) and post construction requirements (E.12). Previously, tracking was done manually with Excel spreadsheets.

The 2016-2017 Annual Report Update noted that the RWQCB audit in 2016 identified multiple deficiencies and issued a Notice of Violation letter in September 2016. City staff responded to that letter in January, 2017. No response was received from the Water Board, so it is assumed those items have been deemed complete and the City is in compliance.

Permit Year 2017-2018 Storm Water Update

The requirements of the General Permit were phased in over the five year permit term. The majority of the requirements took effect within the first three years, so the requirements for Permit Years 4 & 5 were mostly comprised of maintaining existing activities. While there are a few items specific to Permit Year 5, the majority of the effort developing new programs was related to the 13267 Letter (detailed in the following section), and the Trash Amendment.

As noted above, the selection and implementation of the new Citywide permit tracking software has afforded significant opportunities to improve tracking and reporting of Storm Water requirements related to development review and construction. Currently, staff manually tracks construction, post-construction and illicit discharge tasks on Excel

spreadsheets. Having the ability to keep this data centralized, within the new permit software, will be extremely helpful.

In general, staff believes the Storm Water program has functioned well over the last year and is currently meeting the intent of the General Permit. The City has had to prioritize certain requirements at the expense of others due to either staff or financial constraints. These items are noted within the Annual Report. City staff has been up front with the RWQCB regarding the extensive workload imposed by the unfunded mandates of the General Permit, but also continues to seek out new ways to work efficiently in an effort to remain in compliance.

13267 Technical Report Order

Section E.14 of the General Permit requires that the City develop and implement a Program Effectiveness Assessment and Improvement Plan (PEAIP) in order to assess the current stormwater program and determine if changes or modifications could provide improvements. Largely, the “anti-backsliding” provisions restrict modifications to the Storm Water program by requiring that changes provide equivalent or greater protection of water resources. Subsequently, permittee agencies are not generally allowed to simply remove General Permit requirements found to be ineffective, but can propose to shift resources to those efforts found to provide greater water quality protection.

The primary mechanism for assessing and recommending changes to the program is the PEAIP. The General Permit requires that:

“The Permittee shall develop and implement a Program Effectiveness Assessment and Improvement Plan that tracks annual and long-term effectiveness of the storm water program. The Program Effectiveness Assessment and Improvement Plan will assist the Permittee to document compliance with permit conditions and to adaptively manage its storm water program and make necessary modifications to the program to improve program effectiveness a reducing pollutants of concern, achieving the MEP standard, and protecting water quality.” (General Permit Section E.14.a.(i))

While the General Permit provided a long list of components required within the PEAIP, actual development of a PEAIP was left up to each jurisdiction. After a review of the submitted PEAIP’s, the Central Coast RWQCB issued a letter to all Permittee agencies detailing minimum stormwater modeling expectations and reporting requirements. This letter, dated June 13, 2016, is known as the 13267 Letter in reference to the Water Code Section cited as the legal authority for these reporting requirements.

The 13267 Letter established a series of technical reports and dates for reporting. Additionally, the Central Coast RWQCB developed technical guidance outlining the framework for the required Catchment Scale Stormwater Volume and Pollutant Loading Analysis. The Central Coast RWQCB also worked closely with a consulting company (2nd Nature) to develop a software package meeting the analysis requirements of the technical guidance. These software packages include the Tool for Estimating Load Reduction (TELR) and the Best Management Practices Rapid Assessment Methodology (BMP RAM). While the City could have chosen to implement an

alternative stormwater modeling program, at the time of the 13267 Letter no other software was approved for use by the RWQCB, and staff determined that this was not a viable option.

The 13267 Letter required the following work be completed and reports submitted by the dates listed:

Report #	Activity	Description	Due Date
1	Catchment Delineation and Relevant Attributes	Catchment delineation of the entire Permit coverage area (City limits) to support stormwater volume and pollutant loading analysis.	August 12, 2016
2	BMP Inventory	Create an inventory of structural BMPs that contribute to reductions of stormwater volume and pollutant loading	June 30, 2017
	Stormwater Volume Pollutant Loading - Unmitigated Condition	Stormwater volume and pollutant loading estimates for all catchments under an unmitigated condition (no BMPs)	
	Catchment Ranking - Unmitigated Condition	Rank all catchments based on greatest potential for annual stormwater volume generation and pollutant loading (TSS as proxy)	
3	BMP Assessment	For inventoried BMPs, assess BMP performance, estimated stormwater volume and pollutant load reduction	June 30, 2018 October 15, 2018
	Stormwater Volume Pollutant Loading - Load Reductions based on BMP Assessment	Stormwater volume and pollutant loading estimates for all catchments under a mitigated condition which includes assessed BMPs.	
	Catchment Ranking - Load reductions based on BMP Assessment	Rank all catchments based on greatest potential for annual stormwater volume generation and pollutant loading (TSS as proxy), with BMPs included.	
4	Stormwater Program Modifications Fifth Year Report	Summary of BMPs and/or program modifications to improve compliance with permit conditions and improve program effectiveness at reducing pollutants loads.	October 15, 2018

City staff has utilized TELR and BMP RAM software to complete all required modeling tasks and has submitted all reports to the RWQCB. While staff continues to have concerns regarding the use of proxy measurements (total stormwater volume and total suspended solids (TSS)) to model pollutant loading within a largely rural area, this work has been completed to meet RWQCB requirements. Staff concerns center on the fact that the use of pollutant modeling by proxy was predicated assuming a largely urban environment. While other models approximate pollutant loading based on land uses, built-environment, etc., the TELR model assumes pollutant loading based only on total suspended solids and stormwater volume. Within the City of Atascadero, total impervious area is approximately 7% of the MS4 area. Additionally, significant portions of the MS4 are steep, with erodible soils and moderate to high rainfall. Subsequently, runoff with high volumes and TSS are both to be expected and part of the natural process. Since the RWQCB uses the terms "TSS" and "Pollutant Load" interchangeably, TELR software indicates high "pollutant loading" from the western

portion of town. This is somewhat mitigated by TELR calculating stormwater runoff volume relative to total area (which accurately reflects higher runoff in our urban corridors), but the overall accuracy of the model is questionable.

Trash Amendment Update

Effective June 1, 2017, the State issued a 13363 Letter, known as the Trash Amendment. The Amendment was expected, but the actual content and requirements were not known until issuance.

As discussed in the 2016-2017 update, the Amendment requires that all Permittee agencies implement “full-capture” trash programs for Priority Land Use areas (PLU’s). PLU’s consist of all parcels zoned commercial, industrial, high-density residential, and mixed urban, as well as all public transportation stations. Local agencies are given the option of meeting the “full capture” requirement through one of two Tracks. Track 1 requires the installation of trash capture devices within the storm drain system to capture all generated trash. Under this Track, approval from the RWQCB is not required, and annual reporting is minimal. Track 2 requires an assessment of existing conditions and the development of a program to reach “Full Trash Capture Equivalency”. This program must be reviewed and approved by the RWQCB, and annual reporting requirements are significantly more stringent. After reviewing costs associated with Track 1, it was determined that Track 2 was the only viable alternative for the City.

The Trash Amendment deadlines are as follows:

- | | |
|---------------------|--|
| September 1, 2017 – | Submit letter to the State Water Board with Track option selection. The City has submitted this letter, but reserves the right to switch to Track 1. Preparation of Jurisdictional maps was also required. |
| December 1, 2018 – | Prepare implementation program for “Trash Capture Equivalency” method for review and approval by the RWQCB. Work requires Trash Assessments and preparation of Implementation Plan. |
| December 31, 2028 – | End of ten year implementation period. City is required to have implemented and be maintaining full trash capture by this date. |

During the previous year, the City has worked closely with the other local Permittee agencies (County of SLO, City of SLO, Pismo Beach, Grover Beach, Arroyo Grande, Morro Bay, Paso Robles, Cal Poly), to develop a standardized outline for the Trash Implementation Plans. Based upon PLU mapping, City staff worked to develop a GIS Collector App for Assessment purposes, and has completed the first round of trash assessments. The second set of assessments are expected to be completed in October, and the Trash Implementation Plan will be completed at that time. It’s important to note that the Implementation Plan will be reviewed by the RWQCB and may be an iterative process before approval.

Summarizing findings to date, the City of Atascadero is a very clean community, due in large part to the efforts of City staff, residents, business owners and other volunteers. Corroborating what was expected by staff, elevated trash levels were observed in locations meeting a set of parameters. The two consistent factors for trash generation appear to be proximity to State right-of-way (Highway 41 and 101), and level of transient population.

In order to meet the requirement for “full capture” equivalency, staff assessed trash loading within City right-of-way, assigned approximate trash generation rates based on assessments, and multiplied these rates by total acreage (including adjacent private property) to estimate total trash generated. The Trash Implementation Plan will define the measures the City will take to capture an equivalent volume of trash. While this portion of the Plan has not been completed, it is expected measures used will include a combination of the following:

1. Increased streets sweeping
2. Increased frequency of volunteer cleanup activities (Creek Cleanup Day, EarthShine Organization, etc.)
3. Substitution of non-PLU areas with high trash generation rates (Creek Reservation areas, and areas adjacent to Caltrans right-of-way)
4. Increased tracking of existing municipal cleanup efforts.
5. Coordination with Caltrans for cleanup of areas adjacent to Highway 41 and 101.
6. Use of inlet trash capture devices (full capture) at specific locations.
7. Public outreach and education efforts.
8. Coordination with business owners.

City staff will have the Implementation Plan complete prior to December 1, 2018 for submittal to the RWQCB for review.

FISCAL IMPACT:

The MS4 General Permit requirements are an unfunded mandate and at this time significant staff time is expended to implement the program and comply with permit requirements.

ATTACHMENTS:

1. Permit Year 5 Storm Water Annual Report
2. 13267 Letter – City Catchments Exhibit
3. 13383 Trash Amendment Areas Exhibit



CITY OF ATASCADERO

PUBLIC WORKS DEPARTMENT

6500 PALMA AVE., ATASCADERO, CA 93422

Telephone (805) 461-5000

September 18, 2018

Stormwater Compliance Program
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

RE: E.16 – PERMIT YEAR 5 (2017/2018) ANNUAL SUMMARY REPORT

During the 2017/2018 Permit Year the City of Atascadero (City) has continued to comply with the requirements of the NPDES Order No. 2013-0001-DWQ (General Permit), as well as the additional requirements defined in the subsequent 13267 letter and 13383 letter (Trash Amendment). As with many other small local agencies, the City continues to struggle with the unfunded nature of mandates, particularly as it relates to the overall number of requirements of the General Permit. As noted in previous annual reports, due largely to staff turnover, the City needed to catch up with stormwater mandates after the first two years of the Permit term. Subsequently, staff has continued to work diligently over the last three years to train staff, educate owners, developers and contractors, monitor construction activities and local businesses, and oversee City-owned facilities. The City believes it now meets the General Permit requirements to the greatest extent practicable.

Pursuant to the General Permit, Section E.16, The Permittee shall use State Water Board SMARTS to submit a summary of the past year activities for each program element and certify compliance with all requirements of the permit. This letter shall serve as the summary of City activities over the past Permit Year, and certifies compliance with each program element unless expressly noted in the sections below.

Note that a summary of activities for each Permit Sections has only been provided as required by the General Permit. For all other Permit Sections, the City keeps records on file and are available upon request.

E.6 – PROGRAM MANAGEMENT ELEMENT

Permit Section E.6 includes requirements that: the City establish Legal Authority to the extent allowable under state or law to control pollutant discharges into the MS4 (E.6.a); the City shall certify by its Principal Executive Officer (City Manager) that the Permittee has and will maintain full legal authority to enforce the requirements of the General Permit (E.6.b); the City develop and implement and Enforcement Response Plan (E.6.c).

The City has completed all tasks as required by the General Permit Section E.6, with the exception of providing a Certification as identified in Section E.6.b. The City Municipal Code and the implemented Guidance Document have codified all requirements as identified in

Section E.6.b.ii.(a-e), and the City maintains sufficient legal authority to implement and enforce each requirement of the General Permit.

E.6.c – Enforcement Response Plan:

Over the course of Permit Year 4, four separate illicit discharge violations were reported which were subject the Enforcement Response Plan. The following summarizes the correction actions needed/taken:

- (a) Number of Violations: 1
- Site Listing: 12600 Cenegal Road
- (b) Number of enforcement actions and type: 1 – No violation (upon inspection)
- (c) Other follow-up actions taken: None necessary.
- (d) Demonstration of compliance:

City staff City staff visited the site and determined that erosion was caused by a natural occurrence (dammed natural water course due to oak tree limbs).

E.7 – EDUCATION AND OUTREACH PROGRAM

E.7.a – Public Education and Outreach:

The City continues to participate with other local agencies through the SLO Partners for Water Quality group on the following Public Education and Outreach activities:

1. **Community Based Social Media** – Participated financially in the media campaign run by Verdin Marketing, Inc.
2. **“SLO Scoops Poop” Campaign** – Along with the other members of the SLO Partners for Water Quality, the City continued to implement the SLO Scoops Poop campaign. SLO Partners members have determined that the end of the current General Permit period and implementation of the Trash Amendment serves as an opportunity to shift focus to trash collection. Subsequently, while the City will continue to maintain all bag stations, there will no longer be a focused effort on animal waste, as the educational effort has largely proven a success and is believed to be self-perpetuating.

The City has focused its efforts on pooling resources with other local agencies to reach a larger audience through Community Based Social Marketing (CBSM). As such, individual measures of reporting are not particularly applicable, and a true measure of local public awareness and knowledge is difficult to assess.

E.7.b – Staff and Site Operator Training and Education

E.7.b.1 and E.7.b.3

Since the City had completed extensive staff training in the spring of 2017, this permit year was devoted largely to application of stormwater elements. This consisted of multiple internal inspections by Public Works staff of City facilities for compliance with E.11, as well as interdepartmental construction site inspections for compliance with Section E.10. Construction

site inspection, and in particular standardization of inspections has been a focus since the training with Lenhardt Engineering in April, 2017.

The City is a member organization of California Joint Powers Insurance Authority (CJPIA). As such, Maintenance and Operations staff attended multiple training courses each year. This year, a new training, "Stormwater: MS4s Stormwater Pollution Prevention: Basic Program" was added. City staff participated in this training in June, 2018, which includes the following topics:

- Good Housekeeping & Spill Prevention
- Spill Control & Response
- Vehicle Fueling
- Vehicle & Equipment Maintenance
- Vehicle & Equipment Washing
- Materials Management
- Waste Management

E.7.b.2(b)

The City continues to distribute Construction handouts to contractors prior to permit issuance outlining Best Management Practices and Erosion and the Sediment Control Program. These handouts meet the minimum requirements of Section E.7.b.2(b) as well as Section E.10.c. The City has found that the best learning environment for contractors is on an individual level at the job site. As such, the City does not hold large training meetings, but considers pre-construction meetings, site visits, inspections and correction notices as training opportunities.

The City has noticed that through efforts of Atascadero staff, as well as overall educational efforts, the vast majority of contractors understand stormwater requirements and implement BMP's as necessary. When City staff determines a construction site is non-compliant, enforcement actions are taken as necessary. Generally, this does not require more than a correction note.

E.7.b.3

City staff participated in a complete Pollution Prevention and Good Housekeeping training with Lenhardt Engineering in April, 2017. Since the training program is biennial, no additional training was conducted during the 2017-2018 Permit Year.

E.8 – PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM

The City continues to seek public involvement, particularly volunteerism with regard to implementing BMP's, as this has resulted in the greatest level of participation and buy-in. The largest effort continues to be the Creek Cleanup Day run jointly with Atascadero Mutual Water Company (AMWC). The City has partnered with AMWC for over twenty years on Creek Cleanup Day and continues to see a high level of volunteers and trash cleanup. Creek Cleanup Day 2017 took place on September 30, 2017 with a total of 65 volunteers. A total of 3,040 pounds of trash (1.52 tons) and 1,520 pounds (0.76 tons) of recyclable materials cleared. Participating groups included the Atascadero Land Preservation Society, Boy Scouts, AMWC and City of Atascadero Staff, as well as multiple individuals (including David Innis of the RWQCB).

A noticeable decline in attendance was largely attributed to the temporary relocation of the staging area from the City Hall parking lot to the AMWC corporation yard. This was required

due to construction at the City Hall parking lot. The staging area will be at City Hall for the 2018 Creek Cleanup Day with the goal to increase participation.

During the Permit Year the City also partnered with EarthShine for a cleanup day held February 12, 2018. Approximately 30 volunteers participated in the event, which was staged at City Hall.

Other Public Involvement and Participation activities include informational handouts about the City's storm water program available both online and in hard copy format at City Hall.

E.9 – ILLICIT DISCHARGE DETECTION AND ELIMINATION

E.9.a – Outfall Mapping

City staff previously completed and submitted to SMARTS Outfall Mapping in January, 2017 meeting the requirements of Section E.9.a. City staff continues to update the outfalls when new construction occurs. During the 2017/2018 permit year, there were not significant changes to the outfall map, but GIS was updated for the Centennial Bridge and Plaza Project, as well as several small development projects (El Corte, Tract 3078) As such, map is current as of June 30, 2018 and City staff will continue to keep mapping current as conditions change.

E.9.b – Illicit Discharge Source/Facility Inventory

The City has completed and annually updates an Excel inventory of all industrial/commercial facilities within the MS4 area (see attachments). City staff completed and update in February, 2018 to bring the list current based on Business Licenses and field checks of properties in question. List is on file at the City.

E.9.c – Field Sampling to Detect Illicit Discharges

The City has identified priority storm drain outfalls within the MS4 area based primarily upon land use type and watershed area. City staff conducted dry weather checks of all priority outfalls May 29, 2018. One outfall was found to be flowing, which typically flows all year. This outfall at 6555 Atascadero Avenue was identified in the 2016-2017 Annual Report:

The second outfall (6555 Atascadero Avenue) was traced back to determine origination of water. No surface water was found to enter any inlets and the first storm drain manhole with water flowing was significantly downstream of any commercial areas. As such, it was expected that the water was the result of groundwater infiltration since the area consistently has a high groundwater table and the wet winter has exacerbated this condition. To rule out water main leaks or cross contamination from sewer main or laterals, tests were done for chlorine and caffeine. Both returned negative, which together with the absence of smell or color in the discharge, led the City to conclude that groundwater infiltration was the cause.

Since this outfall dry weather flow was determined to be groundwater infiltration, no further testing was completed this year.

E.9.d – Illicit Discharge Detection and Elimination Source Investigations and Corrective Actions

Over the course of Permit Year 5, one (1) suspected illicit discharge was reported to the City. The property owner in question were contacted pursuant to the City's Illicit Discharge Procedures. The IDDE investigation was entered and tracked in an Excel spreadsheet which is kept on file at the City.

The following summarizes the correction actions needed/taken:

Site visit, no violation observed:	1
Site visit, violation observed, issue resolved:	0
Site visit, violation observed, issue ongoing:	0

E.9.e – Spill Response Plan

During Permit Year 5, no spills were reported which required the Spill Response Plan be implemented.

E.10 – CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM

E.10.a – Construction Site Inventory

City staff continues to maintain an inventory of active permitted construction sites which contains information as required in Section E.10.a.(ii).(a-h). As referenced in the previous two Annual Reports, the City has undertaken a two year process to acquire and implement new permit and tracking software. This process was completed earlier this year, and as of May 2, 2018, all new construction projects requiring permits are entered and tracked in Trackit software. For the majority of the year the software was not implemented, so the 2017-2018 construction inventory was manually entered and tracked in an Excel spreadsheet which is kept on file at the City. For future years, the City has created fields within the permitting software that will allow for automated inventory reports.

E.10.b – Construction Plan Review and Approval Procedures

The City continues to implement the policies and procedures put in place over the previous permit year with regard to construction plan review and approval. This includes an Erosion and Sediment Control Checklist was created which meets the requirements of Section E.10.b.(ii).(a-e) which provides both the plan reviewer and the permit applicant with standardized language and expectations for erosion and sediment control measures on construction sites. The City is in a fortunate position in that there is a single plan-checker for Erosion and Sediment Control Plans, which results in a consistent review process.

E.10.c – Construction Site Inspection and Enforcement

The City understands the importance of consistent site inspection of erosion and sediment control measures, and has spent considerable effort over the last three years preparing inspection and enforcement policies, standardized checklists, and defining roles and responsibilities among the departments tasked with construction inspection. Specifically, Public Works and Building Department staff have worked closely to better define the responsible inspection party for various construction sites and ensure that inspection frequencies (based upon low or high risk determination) are being met.

To date, reported statistics as required by Section E.10.c.(a-f) have not been kept separately from standard correction notices, and are difficult to track. While the City Public Works and Building Inspectors have received training in property Erosion and Sediment Control and actively inspect and require corrections for violations, no accurate tracking of numbers is available. Given the limited resources of City staff, actual site inspection and proper erosion control implementation has taken priority over paperwork and reporting.

However, as noted above in Section E.10.a, the City has expended significant efforts during the development of the new permit and tracking software to allow for standardized field inspection of Construction Erosion and Sediment Control measures, including correction notices and compliance information. While this system has been in place for less than two months at the end of Permit Year 5, it is expected that the new software will result in increased efficiency and tracking of routine and storm event inspections.

E.11 – POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR PERMITTEE OPERATIONS PROGRAM

E.11.a – Inventory of Permittee-Owned and Operated Facilities

No change to inventory submitted as part of Permit Year 2 Annual Report.

E.11.b – Map of Permittee-Owned and Operated Facilities

No change to map submitted as part of Permit Year 2 Annual Report.

E.11.c – Annual Facility Assessment

City staff conducted yearly assessments in February, 2018, of the following City facilities:

1. Charles Paddock Zoo
2. City Hall and Grounds
3. Colony Park
4. Corporation Yard
5. Lake Park Complex
6. Paloma Creek Park
7. Police Station and Grounds
8. Sunken Gardens

The City utilizes a Pollutant Hotspot Assessment Form modeled off the Center for Watershed Protection's guide on Urban Subwatershed and Site Reconnaissance model.

All sites were determined to be acceptable without noted violations, although there were small housekeeping and cleanup items implemented at the storage yard adjacent to the Charles Paddock Zoo and at the City Corporation Yard.

The City Corporation Yard sees significant turnover in products and items on site, as well as collected refuse. City staff has worked to eliminate potential stormwater issues as identified during the 2017 site walk. Containment has been implemented around areas which could discharge offsite, and non-usable items have been removed to the largest extent possible. There remain some items associated with the Historic City Hall restoration project which are required to be retained due to FEMA requirements. Once FEMA authorizes these items to be discarded, the City will do so.

E.11.d – Facility Storm Water Pollution Prevention Plans

The City has developed Storm Water Pollution Prevention Plans (SWPPP) for the following City facilities:

1. Charles Paddock Zoo
2. City Hall and Grounds
3. Colony Park
4. Corporation Yard
5. Lake Park Complex
6. Paloma Creek Park
7. Police Station and Grounds
8. Sunken Gardens

The SWPPP's developed above incorporate all items as required by Section E.11.d.(ii).(c).(1-10). All facility SWPPP's, as well as inspection procedures and checklists are kept in binders either at the facility or centrally at City Hall. In addition, over Permit Year 5 City staff has instructed some facility staff as to the contents and requirements of the SWPPP's.

E.11.f – Storm Drain System Assessment and Prioritization

The City has a long-standing maintenance policy of inspecting and cleaning all storm drain systems within the MS4 prior to winter rains. Since the City network of storm drain pipes and culverts is relatively limited, (the majority of storm water conveyance within agency jurisdiction is via vegetated overland swale flow), City maintenance staff is able to inspect and clean all pipes and inlets. As such, no prioritization efforts have been necessary. During Permit Year 5, standard inspection and maintenance procedures were undertaken by City maintenance staff during the months of September, October and November, 2017.

E.11.g – Storm Drain System Assessment and Prioritization

The City has a long-standing maintenance policy of inspecting and cleaning all storm drain systems within the MS4 prior to winter rains. Since the City network of storm drain pipes and culverts is relatively limited, (the majority of storm water conveyance within agency jurisdiction is via vegetated overland flow), City maintenance staff is able to inspect and clean all pipes and inlets. During Permit Year 5, standard inspection and maintenance procedures were undertaken by City maintenance staff during the months of September, October and November, 2017.

Specifically regarding Section E.11.g.(ii).(c) and E.11.g.(ii).(e), all storm drain inlets within the MS4 were labeled during the previous Permit term, and City staff utilizes the joint Corporation Yard/Wastewater Treatment Plant for dewatering operations prior to disposal of materials extracted from catch basins, when necessary. However, since the franchise agreement with Waste Management includes haul-off and disposal of collected materials placed in roll-off bins at the City yard, dewatering is typically not necessary.

One other item undertaken by City staff during Permit Year 5 is the creation of an inlet cleaning and inventory mobile application similar to that already utilized by the City of Morro Bay. While the application is not fully complete, it is expected to be completed during the 2018-2019 Permit Year, and will allow cataloging of storm drain cleanings within priority areas to provide additional data of trash and other materials removed.

E.11.h – Permittee Operations and Maintenance Activities (O&M)

The City has developed a set of BMP Guidelines for Municipal Activities based upon the CASQA Municipal Handbook. The City sees education as the best tool for implementation of improved O&M practices, and as such, places an emphasis on training opportunities. During Permit Year 5, no specific training was done (Citywide staff training was completed in April, 2017), but refresher courses offered by CJPIA were completed. Since the water systems within the MS4 is operated separately by Atascadero Mutual Water Company (AMWC), hydrant flushing procedures are not under the purview of the City. However, AMWC also follows the requirements of General Permit and either dechlorinates flushed potable water or flushes to capture trucks.

E.11.i – Incorporation of Water Quality and Habitat Enhancement Features in New Flood Management Facilities

The City does not have any dedicated flood management facilities within the MS4 limits, nor are there plans or the need to develop flood management projects at this time.

E.11.j – Landscape Design and Maintenance

All pesticides, herbicides and fertilizers used within the City's MS4 area are administered by the Public Works Maintenance and Operations Department. With the exception of a few small applications, use of these materials is contracted to a third party applicator and yearly records are kept by City staff. Due in large part to the climate and the fact that the City must pay a separate water purveyor (Atascadero Mutual Water Company) a non-discounted water usage

rate, nearly all City maintained areas are drought tolerant landscaping. Plantings within these areas are generally native to the area and require very little application of pesticide, herbicides or fertilizers. The City does have several parks with turf, which is managed with periodic fertilizing.

Over Permit Year 5, the City placed an emphasis on ensuring that Capital Projects with a landscaping element be drought tolerant. The most visible example was the Centennial Bridge and Plaza Project. This project utilized drought tolerant landscaping, stormwater infiltration features (bioswales and chamber system), and smart Calsense controllers connected to our Citywide monitoring and irrigation system.

Over the last decade the City has placed considerable emphasis on decreasing irrigation water use through the use of mulched vegetative materials. This effort has been very effective in both limiting water use and decreasing weed growth. Over the previous year, this effort has been augmented by collecting and adding grass clippings to the mulching process. Additionally, due to the large number of oak trees within the City, the City maintains a significant supply of bark mulch from fallen trees and limbs. This allows for significant mulching operations.

E.12 – POST CONSTRUCTION STORM WATER MANAGEMENT PROGRAM

Reported separately per PCR Annual Report requirements.

E.13 – WATER QUALITY MONITORING

The City has had discussions with Regional Water Board staff and has determined that the City is exempt from Section E.13. No Water Quality Monitoring or reporting was required for Permit Year 5.

Under the 2010 Integrated Report (Clean Water Act Section 303(d)) List, the City of Atascadero has the following two water bodies listed for potential pollutants and with the following known sources:

1. Atascadero Creek

- | | |
|-------------------------------|----------------|
| a. Escherichia coli (E. coli) | Source Unknown |
| b. Fecal Coliform | Source Unknown |
| c. Low Dissolved Oxygen | Source Unknown |

Regarding the Atascadero Creek pollutants of concern, the General Permit is clear in Section E.13.c that monitoring is necessary only where Urban Runoff is listed as the source. As such, Atascadero Creek is exempt from Water Quality Monitoring.

2. Salinas River

- | | |
|-------------|---------------------------|
| a. Chloride | Agriculture, Urban Runoff |
| b. Sodium | Agriculture, Urban Runoff |
| c. pH | Agriculture, Urban Runoff |

Regarding the Salinas River pollutants of concern, staff from the City of Atascadero and Paso Robles met with the Regional Water Board on April 30, 2014 to determine required Water Quality testing for the Salinas River. It was determined at that time that there were no testing requirements for either jurisdiction.

E.14 – PROGRAM EFFECTIVENESS ASSESSMENT AND IMPROVEMENT

PEAIP report submitted separately.

E.15 – TOTAL MAXIMUM DAILY LOADS COMPLIANCE REQUIREMENTS

The City does not have any surface waters subject to TMDL compliance requirements.

E.16 – ANNUAL REPORTING PROGRAM

Summary:

As noted above, the City is very pleased with the efforts over the past Permit Year. Permit Years 3 and 4 were largely spent bringing the City into full compliance with the General Permit. Staff efforts over Year 5 have been spent on refining operations and policies to improve efficiency while maintaining standards. Additionally, considerable staff time has been expended on the additional unfunded mandates related to the 13267 requirements regarding modeling efforts (TELR, BMP RAM), and the 13363 requirements for Trash Amendment development.

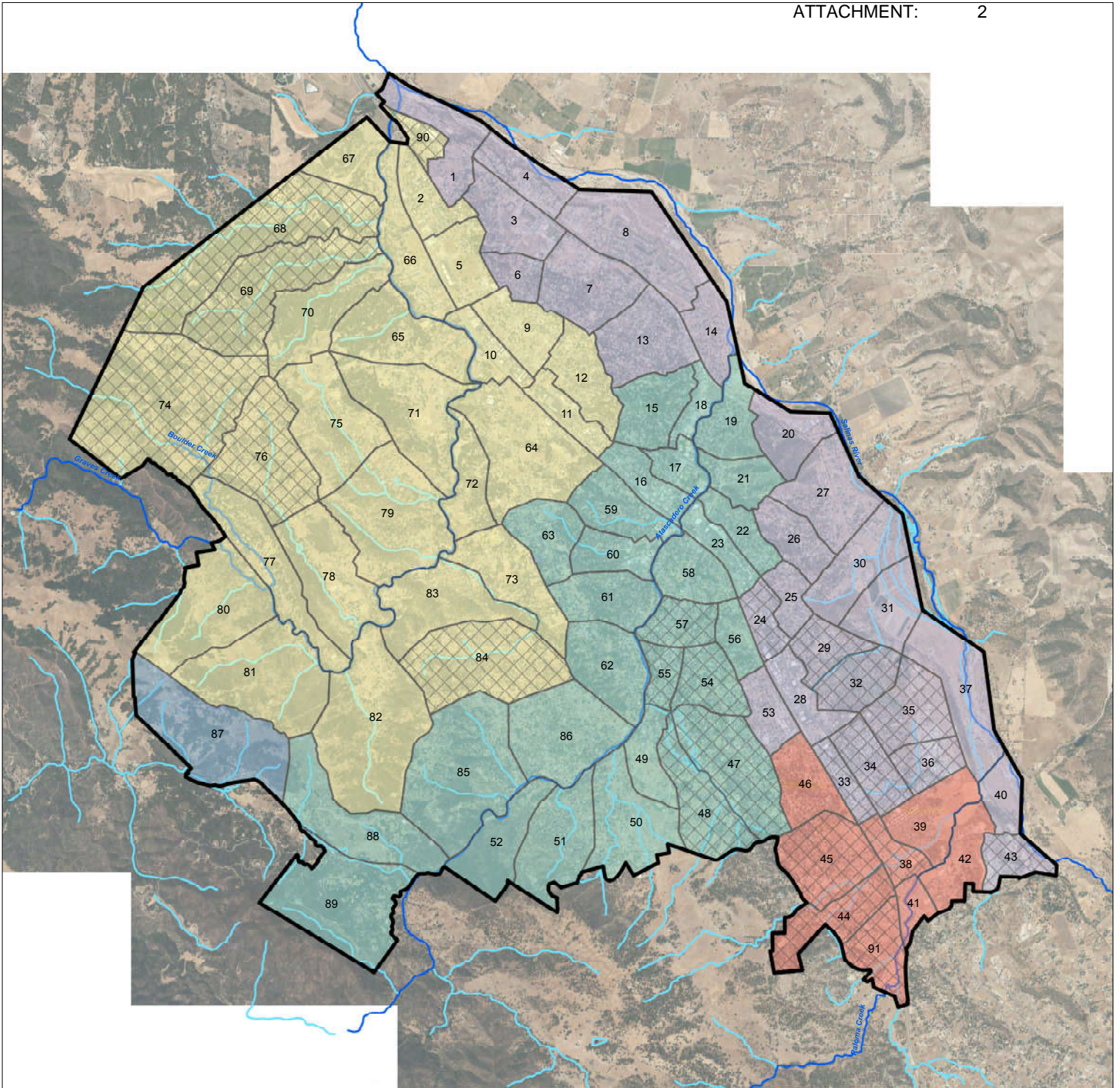
Subsequently, it is the opinion of staff that the requirement that the City protect water resources to the Maximum Extent Practicable has been met. The City of Atascadero was founded upon the idea of smart planning and wise ecological preservation, going so far as to carve the following quote into City Hall: “For lasting happiness we turn our eyes to one alone and she surrounds you now — Great Nature.” The City is rural in nature and is proud of the abundant open space and beautiful surroundings. As such, protection of our natural resources has long been a priority and will continue to be so.

Please let me know if you have any questions. I can be reached at (805) 470-3424.

Sincerely,

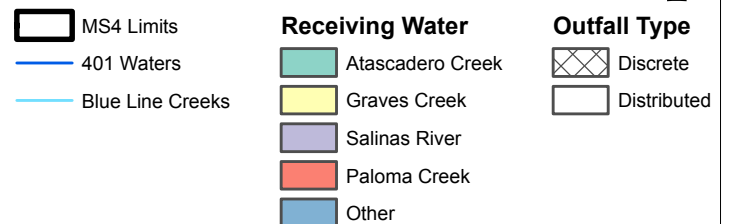


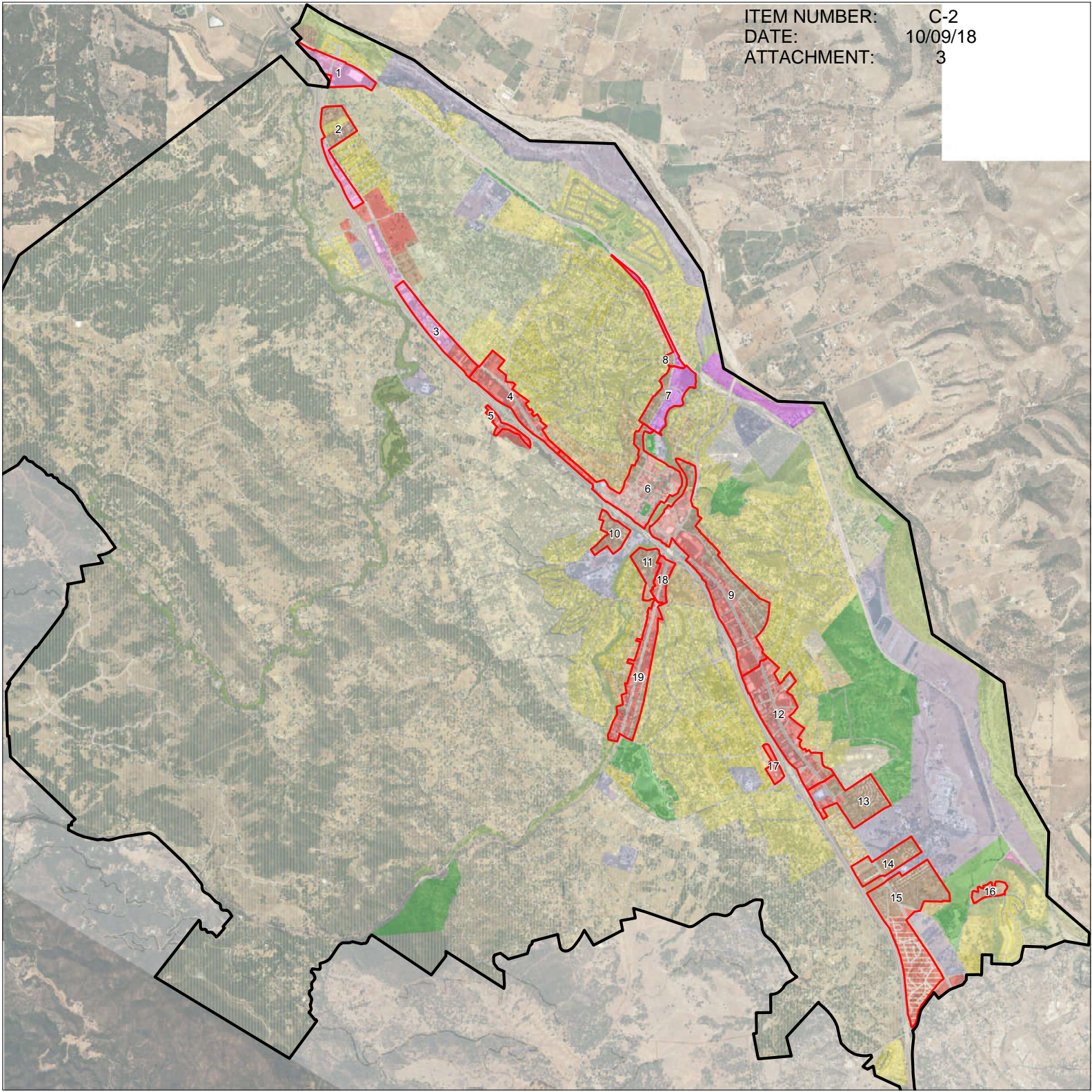
Ryan Hayes
Deputy Public Works Director
City of Atascadero



1 inch = 0.25 miles

Cachement Delineation Map





1 inch = 0.2 miles

Trash Collection Areas Map

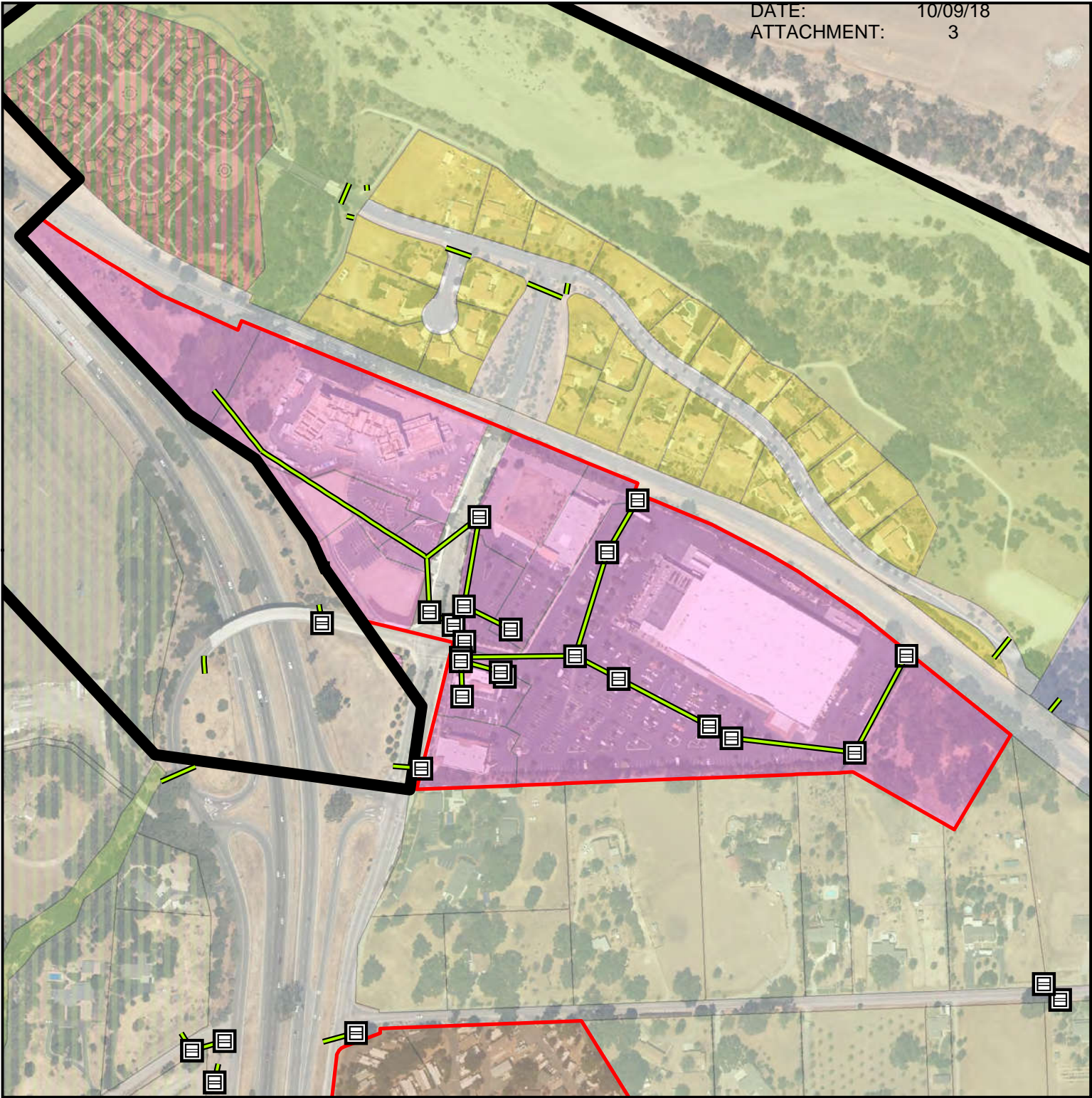
- MS4 Limits
- SD Pipes
- SD Catch Basins
- Trash Collection Areas

Land Use Type

- SFR**
- RR: Rural Residential
 - RE: Rural Estates (2.5 - 10 acre lot min)
 - SE: Suburban Estates (2.5 - 10 acre lot min)
 - SFR-Z: Single Family Residential (1.5 - 2.5 acre lot min)
 - SFR-Y: Single Family Residential (1.0 acre lot min)
 - SFR-X: Single Family Residential (0.5 acre lot min)
 - MU-PD: Mixed Use

- MFR**
- MDR: Medium Density Residential (10 units / ac)
 - HDR: High Density Residential (16 units / ac)
 - CREC: Commercial Recreation
 - D: Downtown
- IND**
- I: Industrial
- CUL**
- A: Agriculture

- COM**
- GC: General Commercial
 - SC: Service Commercial
 - CPK: Commercial Park
 - D: Downtown
- OTH**
- REC: Public Recreation
 - OS: Open Space
 - P: Public Facilities














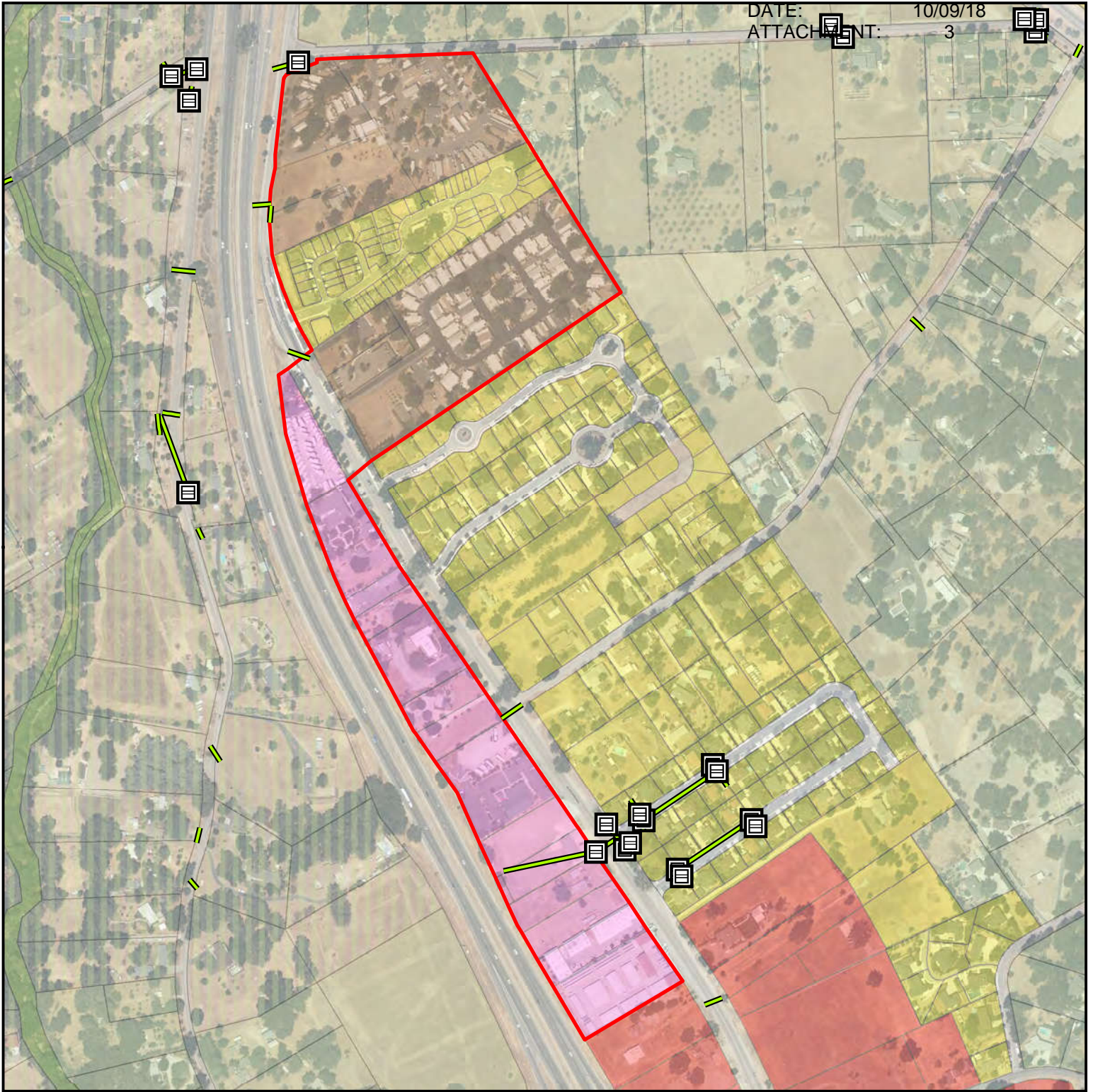
1 inch = 350 feet

CITY OF ATASCADERO

Area 1

Legend

	SD Catch Basins		SD Pipes		Trash Collection Areas
	MDR		GC		D
	HDR		SC		MU-PD
					CPK
					I














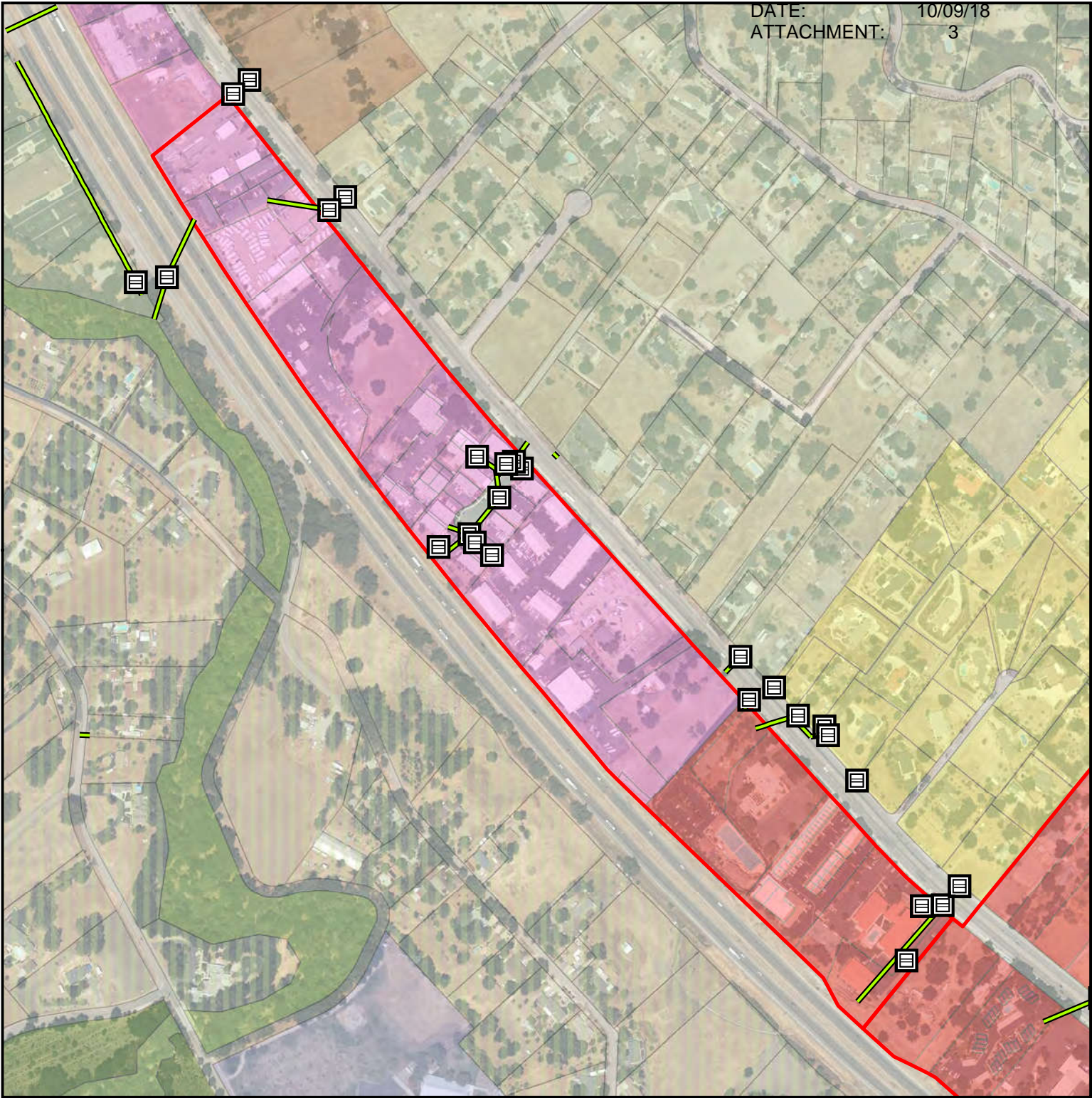
1 inch = 450 feet

CITY OF ATASCADERO

Area 2

Legend

 SD Catch Basins	 SD Pipes	 Trash Collection Areas
 MDR	 GC	 D
 HDR	 SC	 CPK
		 MU-PD
		 I



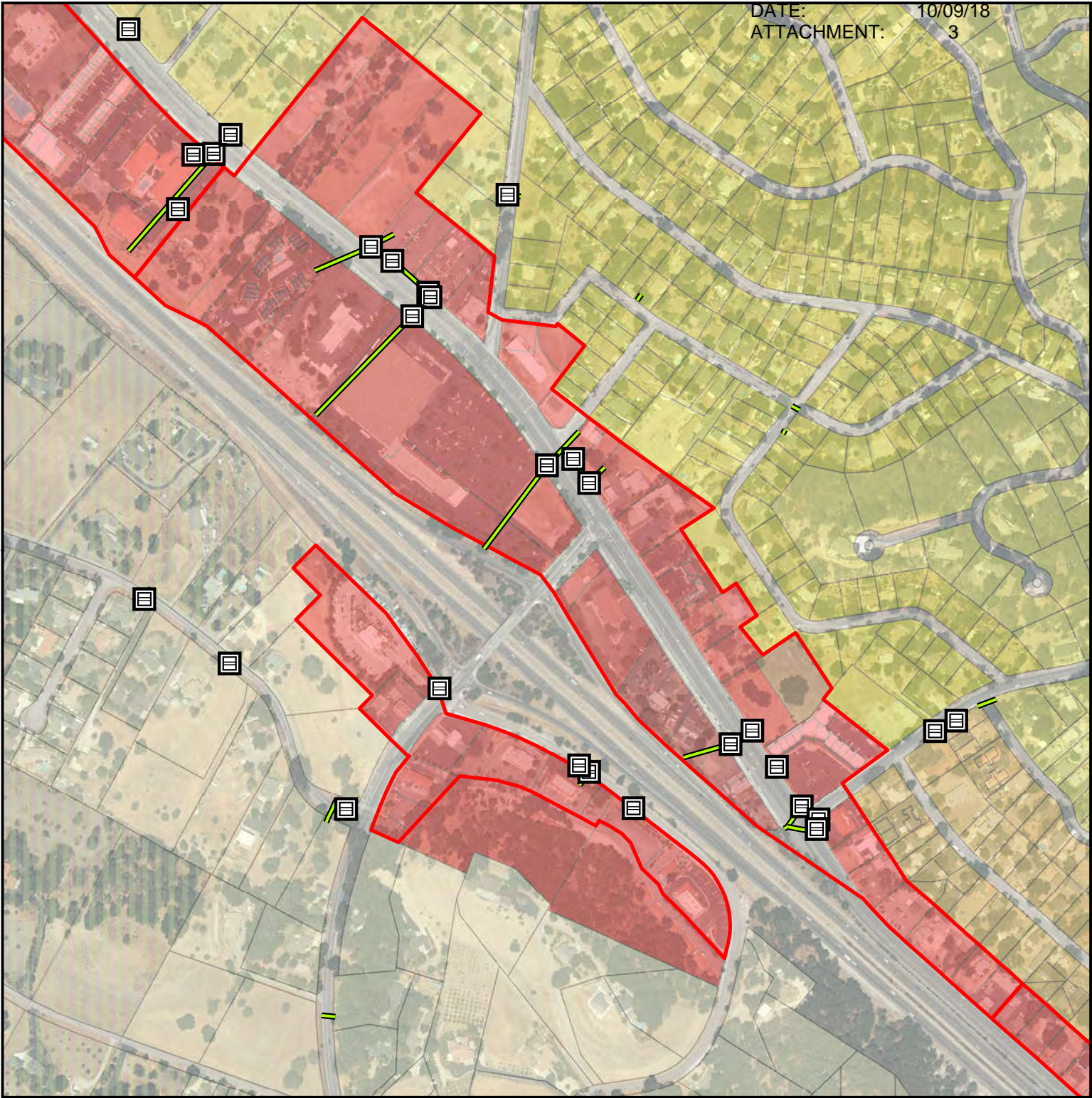
1 inch = 450 feet

CITY OF ATASCADERO

Area 3

Legend

- | | | |
|-----------------|----------|------------------------|
| SD Catch Basins | SD Pipes | Trash Collection Areas |
| MDR | GC | D |
| HDR | SC | MU-PD |
| | | CPK |
| | | I |














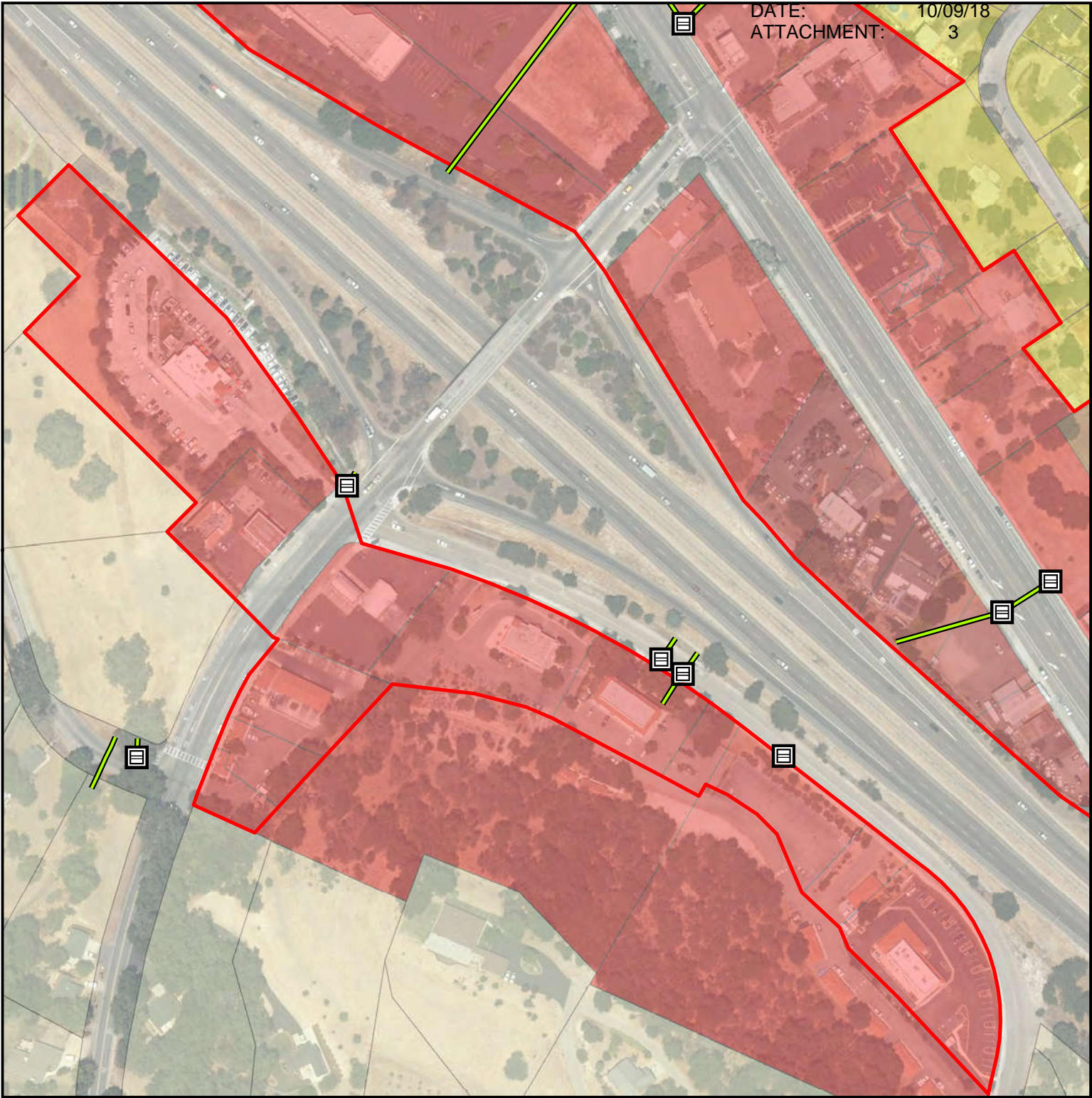
1 inch = 450 feet

CITY OF ATASCADERO

Area 4

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  MU-PD |
| | |  CPK |
| | |  I |














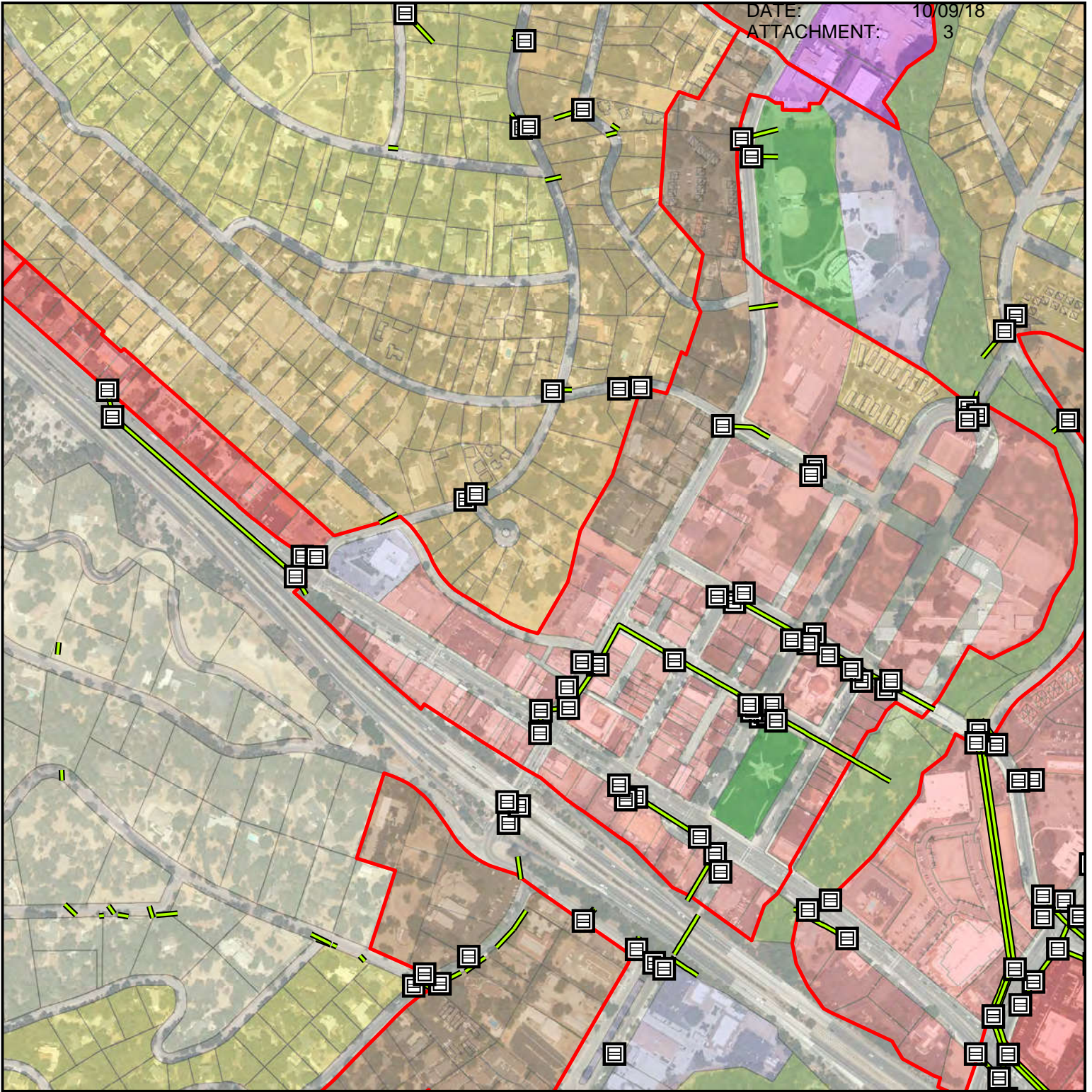
1 inch = 200 feet

CITY OF ATASCADERO

Area 5

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  MU-PD |
| | |  CPK |
| | |  I |














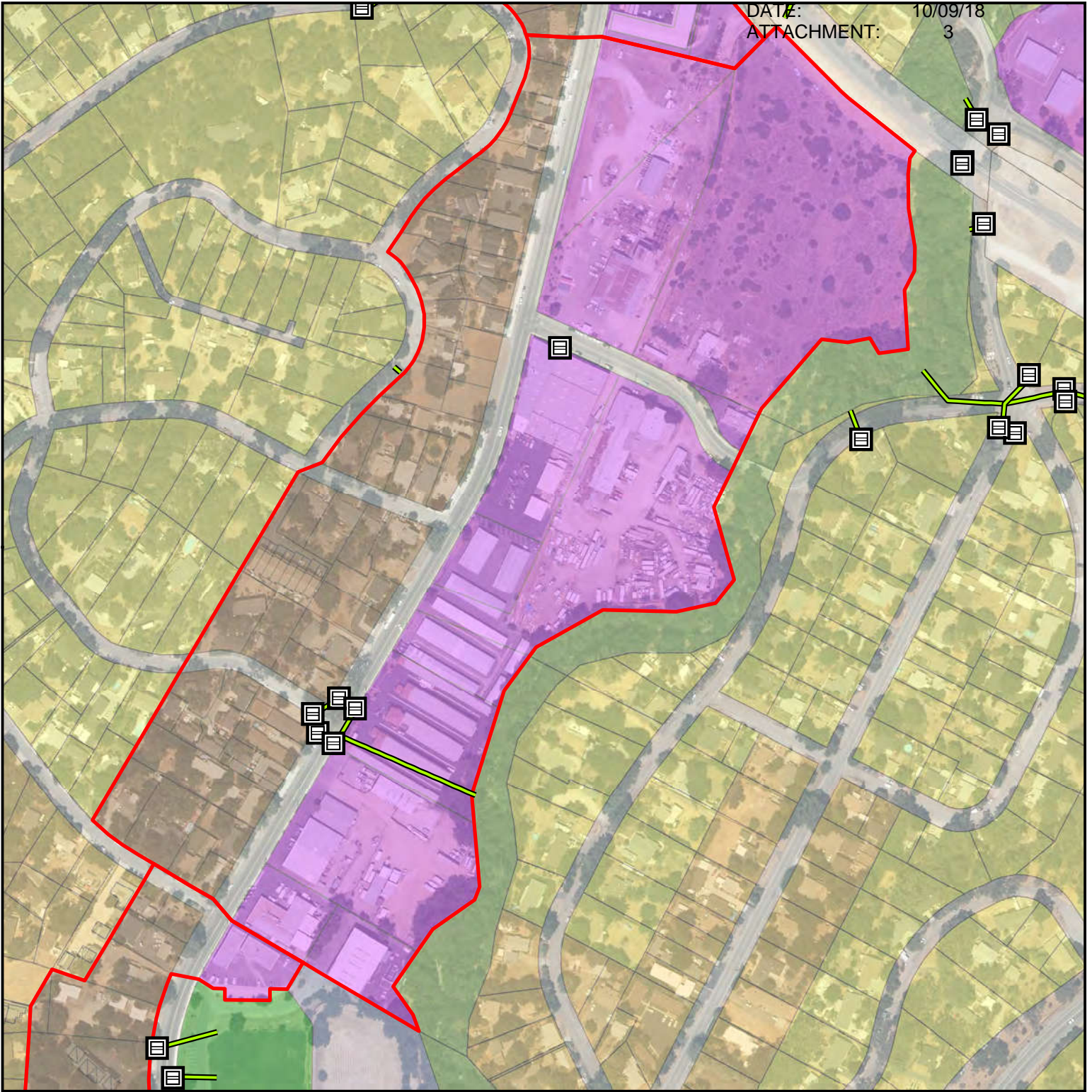
1 inch = 500 feet

CITY OF ATASCADERO

Area 6

Legend

	SD Catch Basins		SD Pipes		Trash Collection Areas
	MDR		GC		D
	HDR		SC		MU-PD
					CPK
					I



1 inch = 300 feet

CITY OF ATASCADERO

Area 7

Legend



SD Catch Basins



SD Pipes



Trash Collection Areas



MDR



GC



D



CPK



HDR



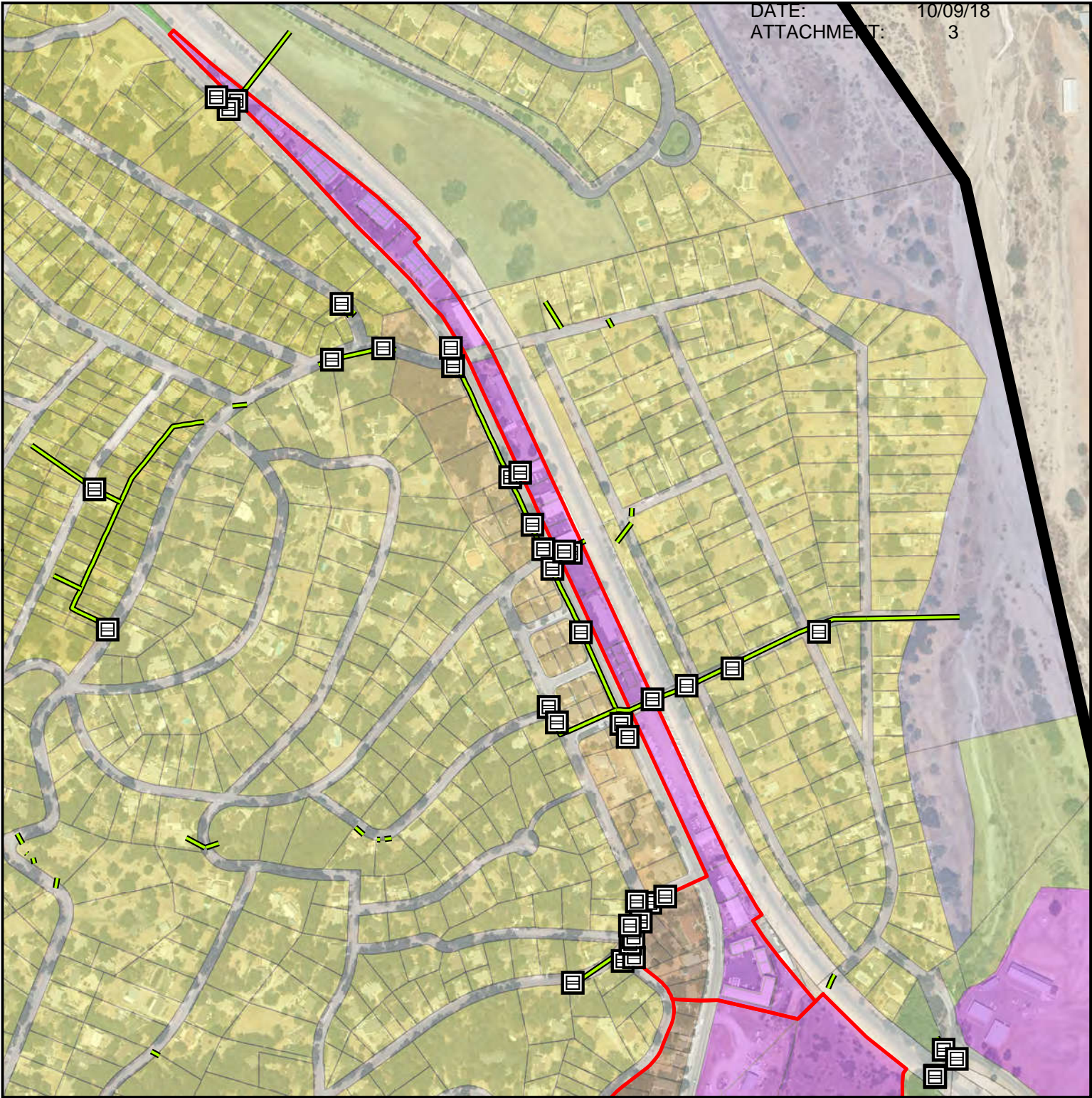
SC



MU-PD



I














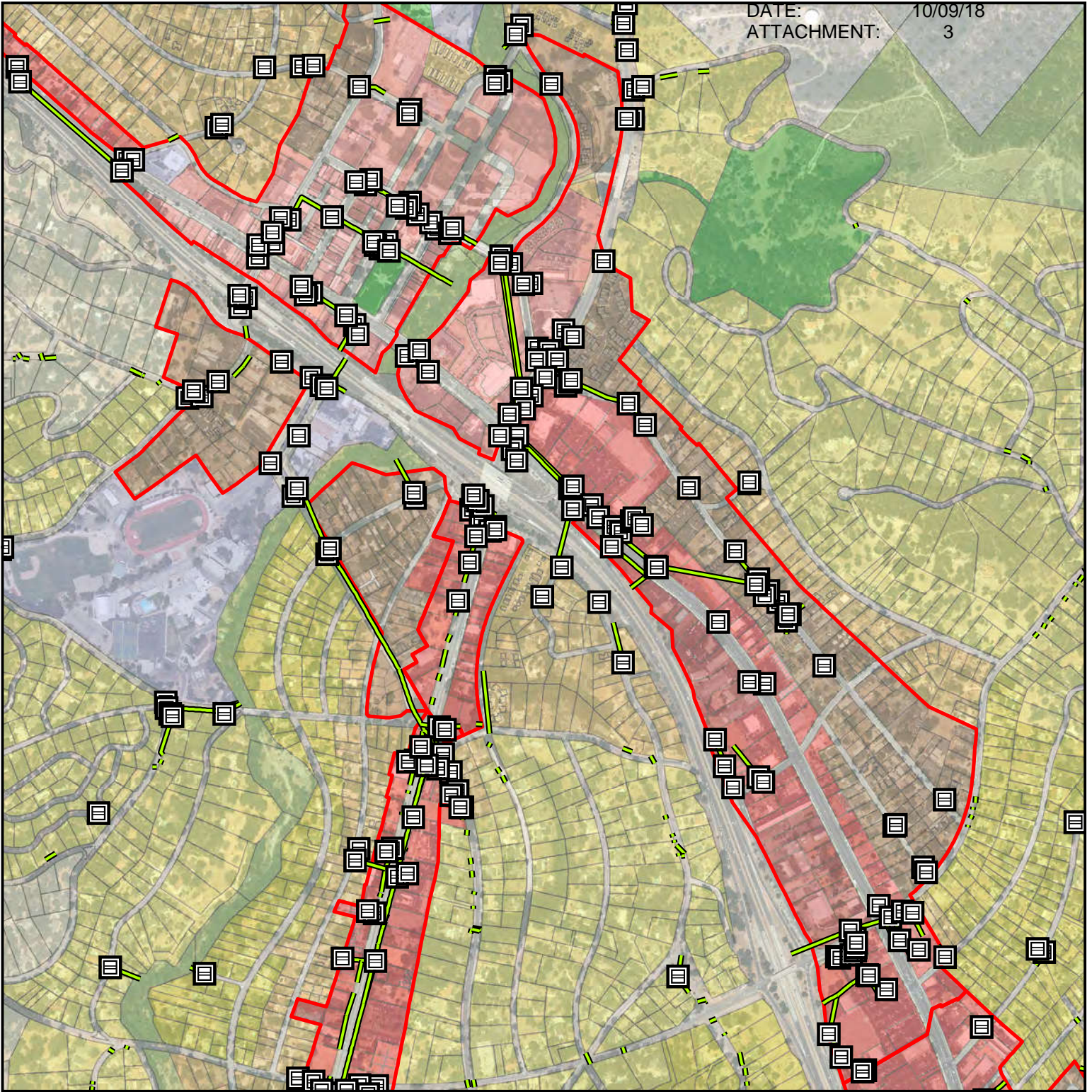
1 inch = 500 feet

CITY OF ATASCADERO

Area 8

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  CPK |
| | |  MU-PD |
| | |  I |



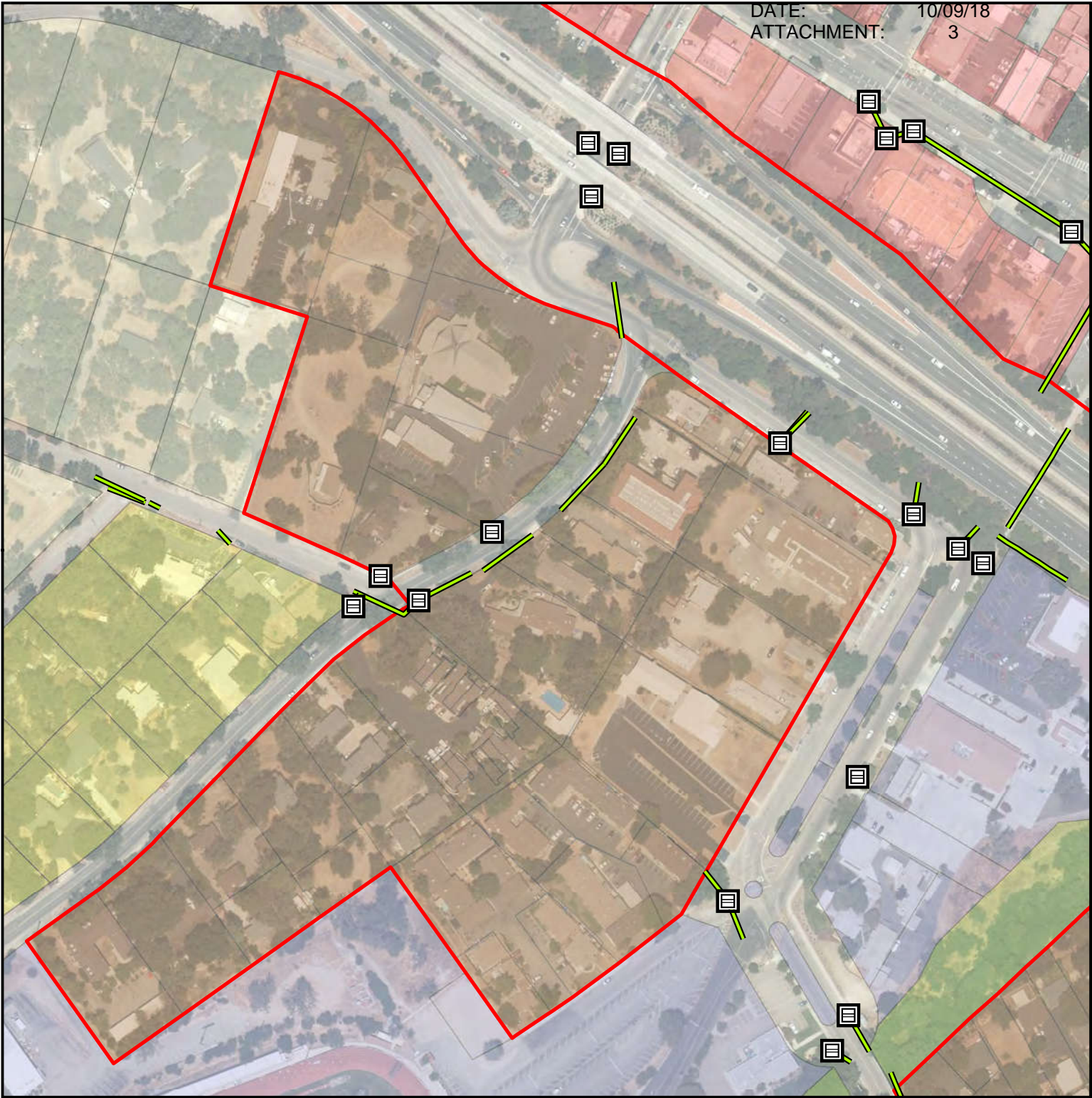
1 inch = 900 feet

CITY OF ATASCADERO

Area 9

Legend

SD Catch Basins	SD Pipes	Trash Collection Areas
MDR	GC	D
HDR	SC	CPK
		MU-PD
		I














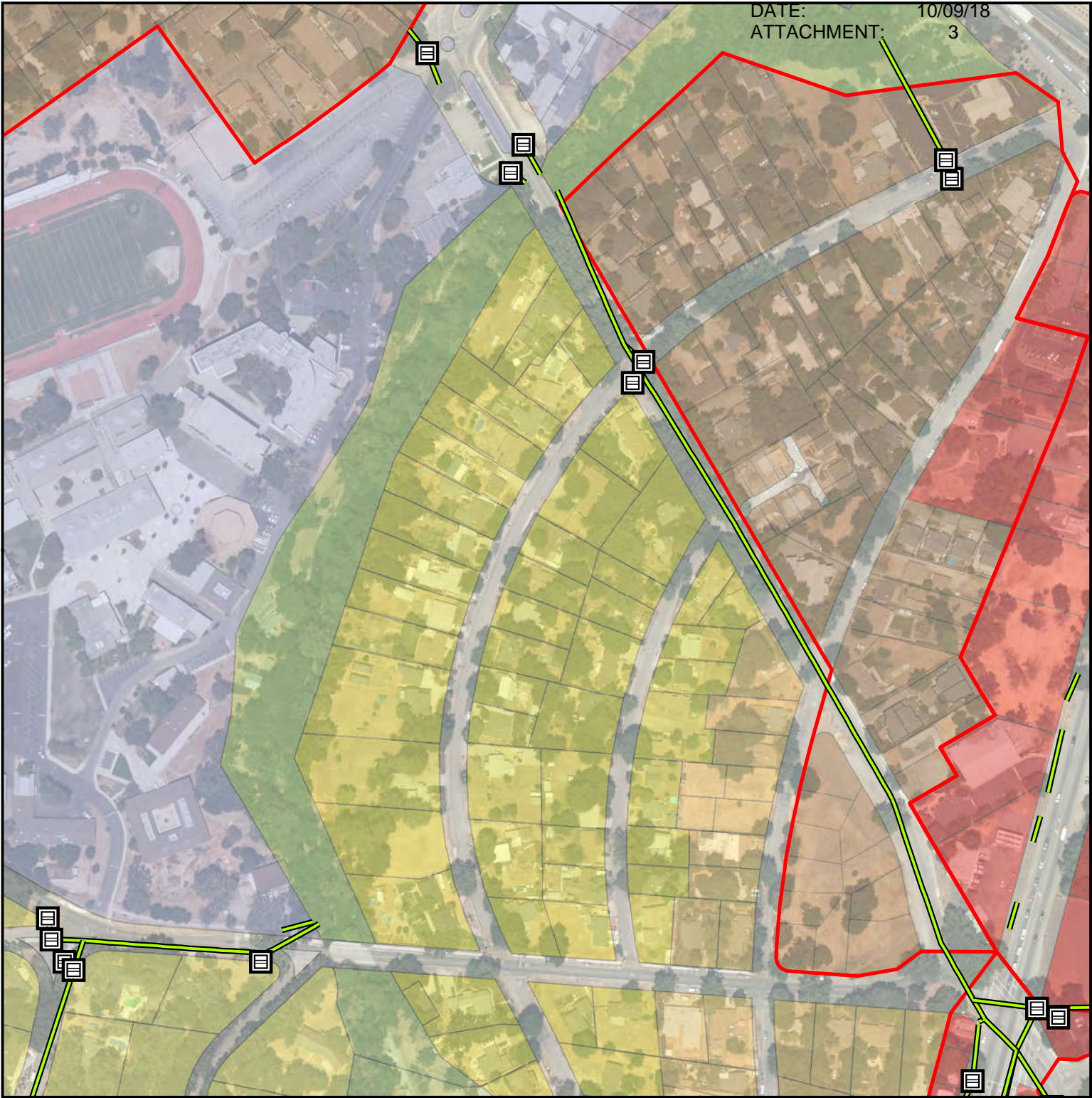
1 inch = 200 feet

CITY OF ATASCADERO

Area 10

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  MU-PD |
| | |  CPK |
| | |  I |














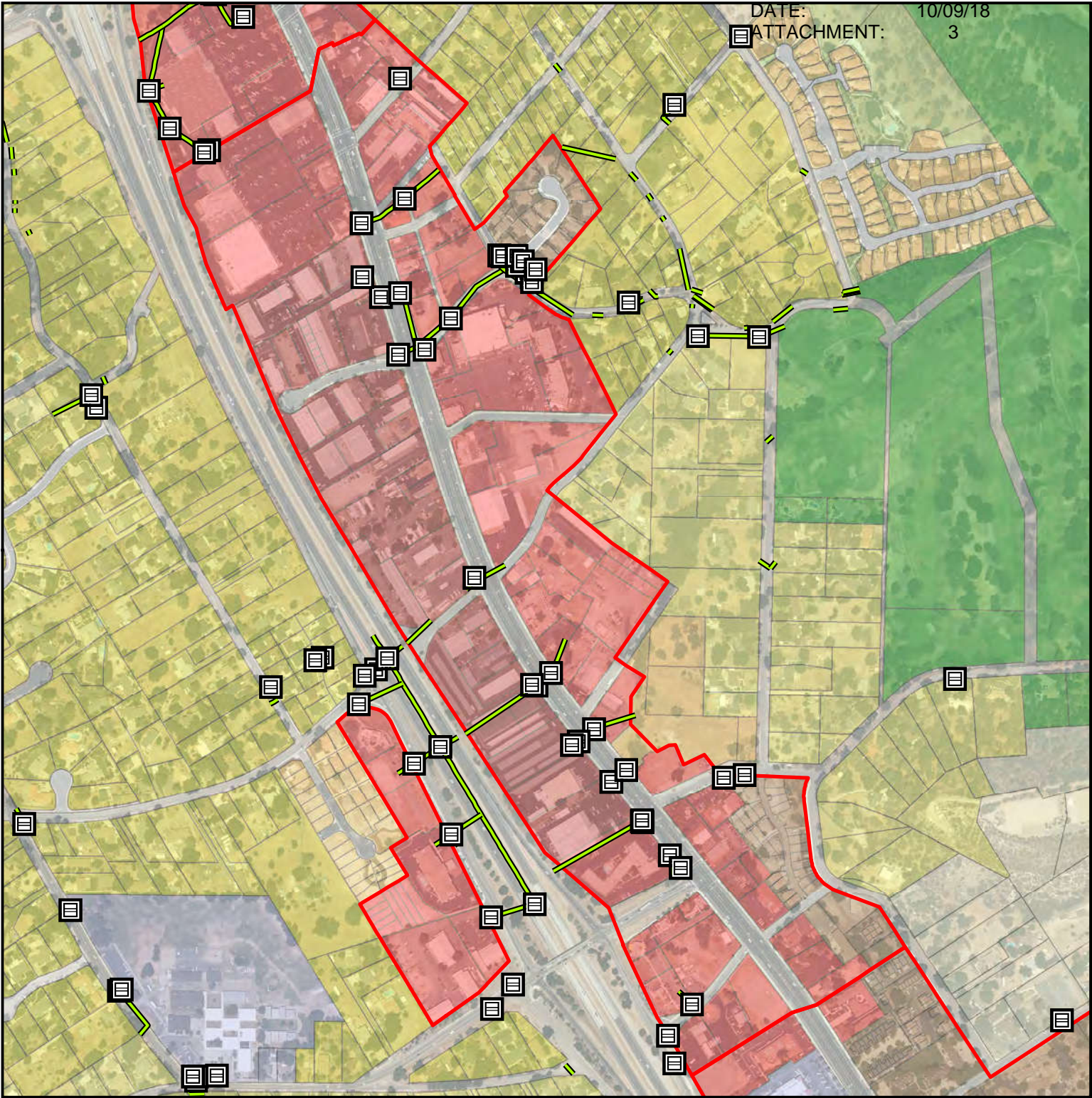
1 inch = 250 feet

CITY OF ATASCADERO

Area 11

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  CPK |
| | |  MU-PD |
| | |  I |



1 inch = 550 feet

CITY OF ATASCADERO

Area 12

Legend



SD Catch Basins



SD Pipes



Trash Collection Areas



MDR



GC



D



CPK



HDR



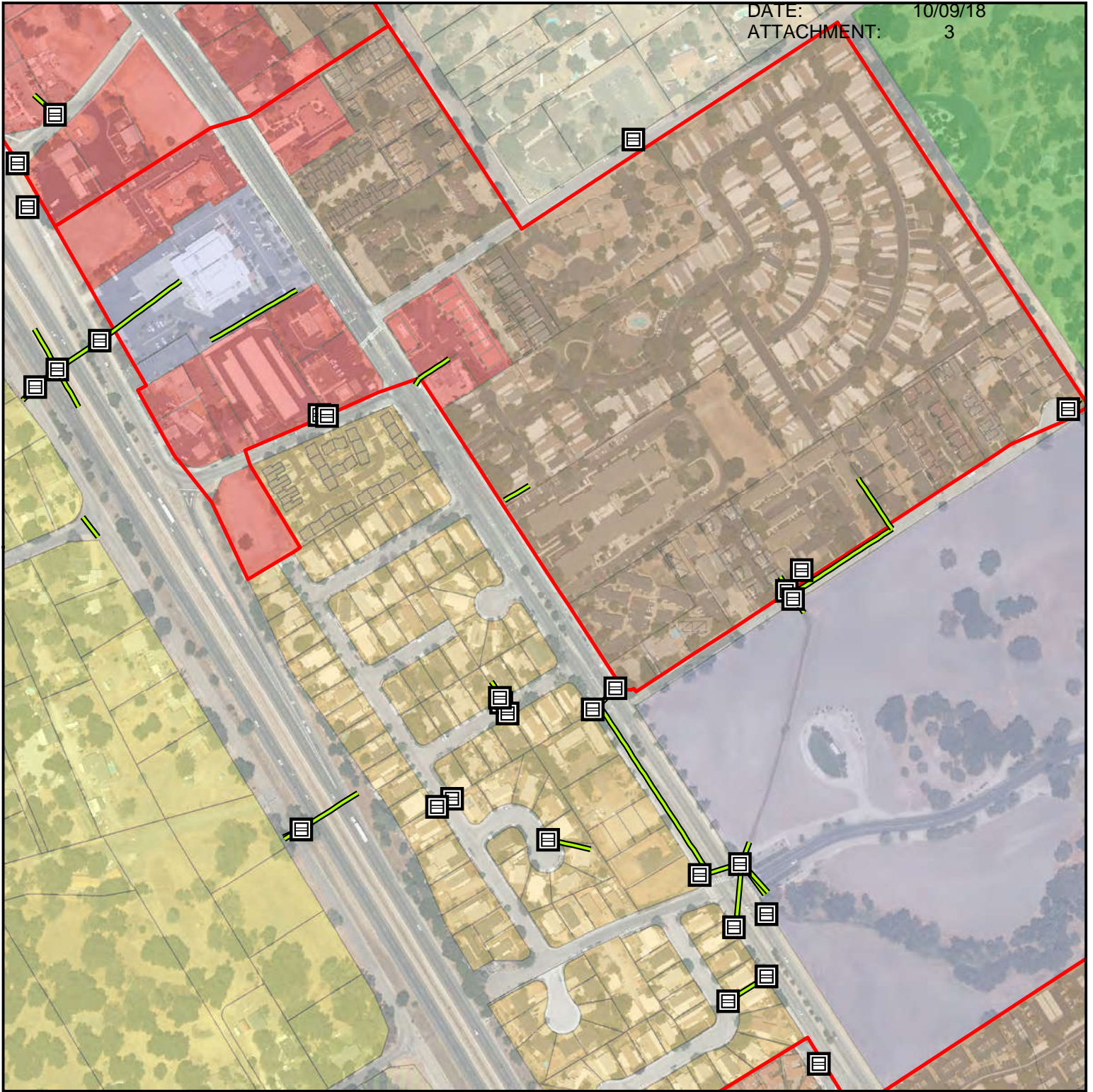
SC



MU-PD



I



1 inch = 350 feet

CITY OF ATASCADERO Area 13

Legend



SD Catch Basins



SD Pipes



Trash Collection Areas



MDR



GC



D



CPK



HDR



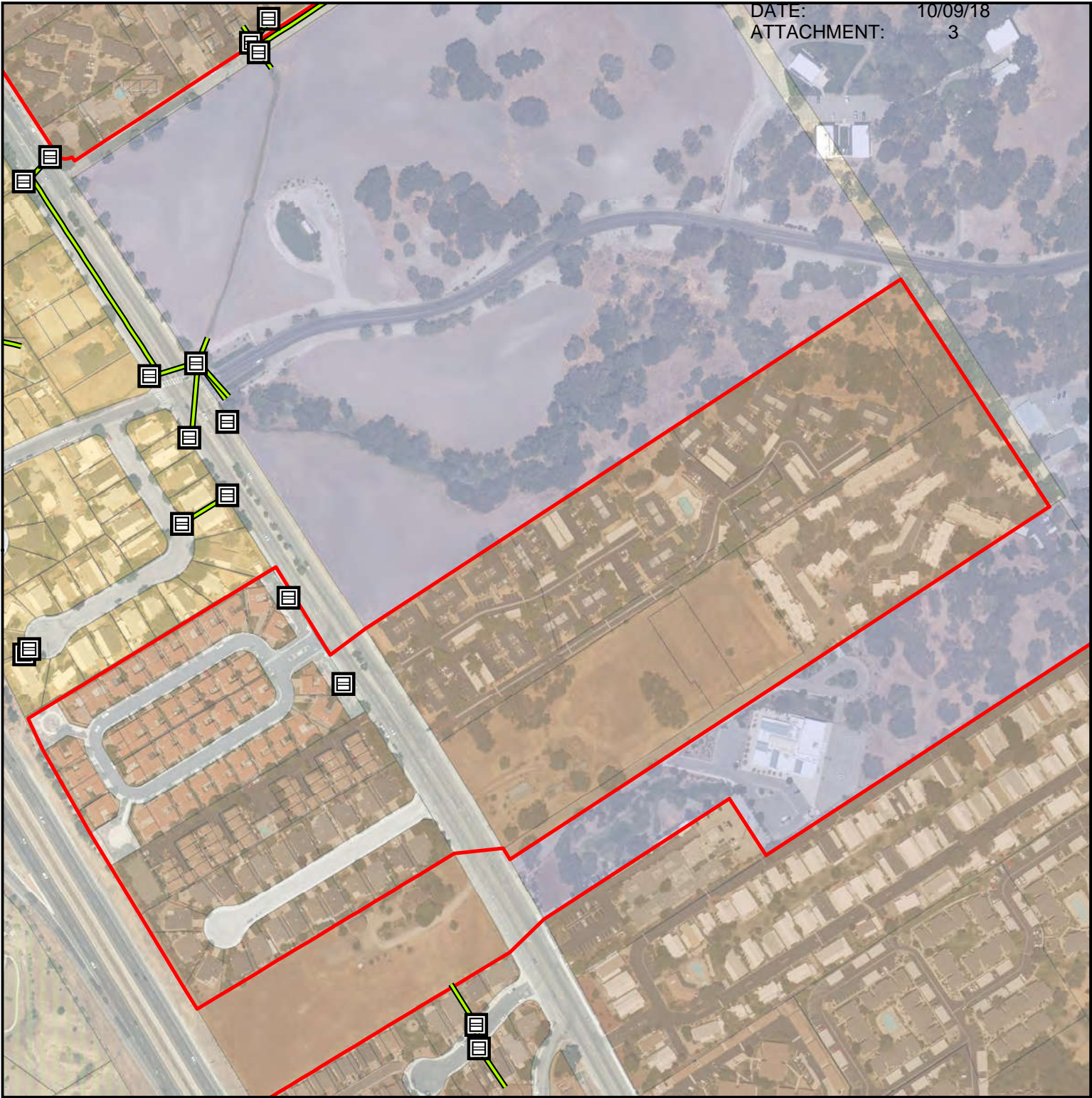
SC



MU-PD



I














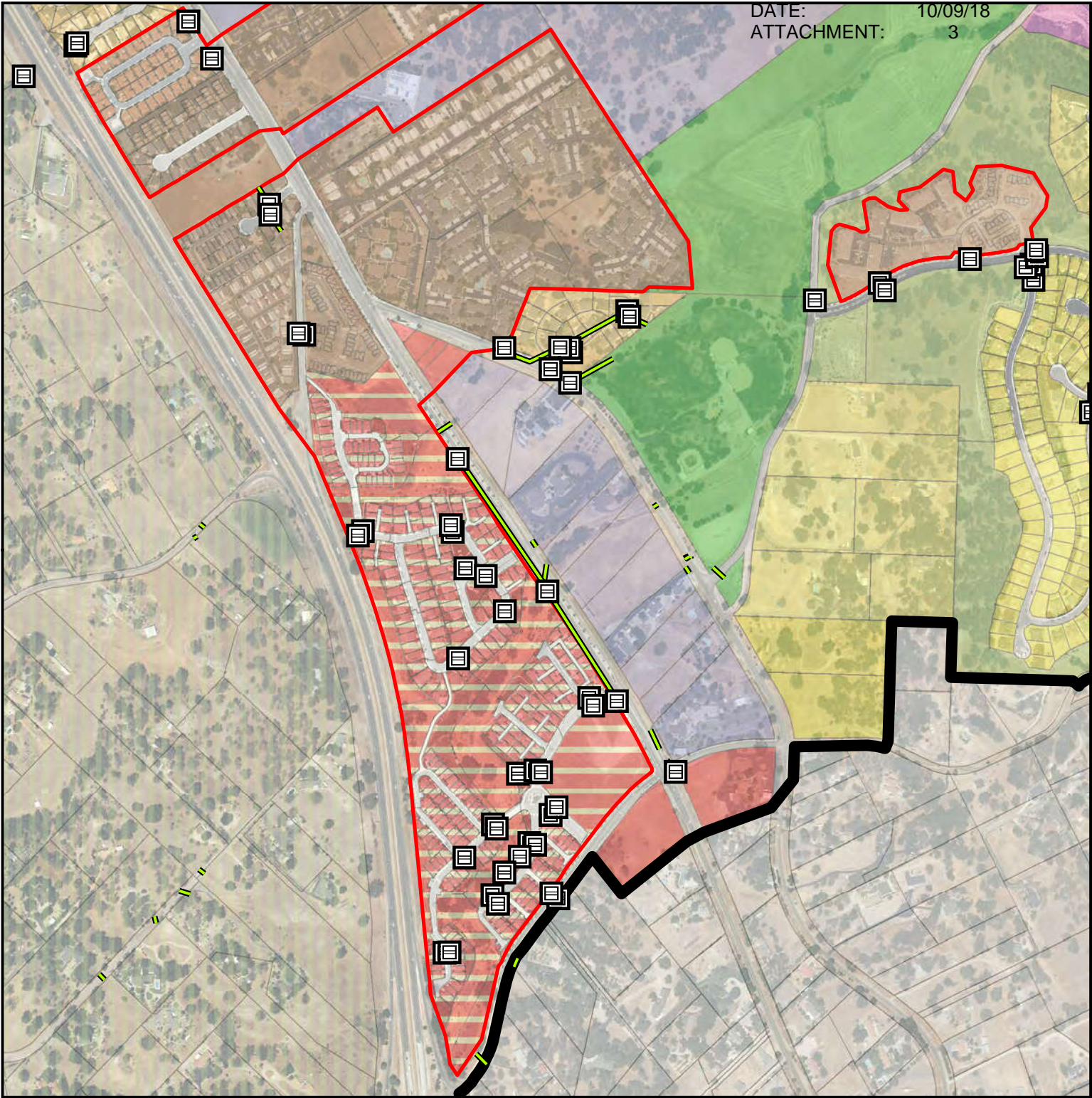
1 inch = 300 feet

CITY OF ATASCADERO

Area 14

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  CPK |
| | |  MU-PD |
| | |  I |



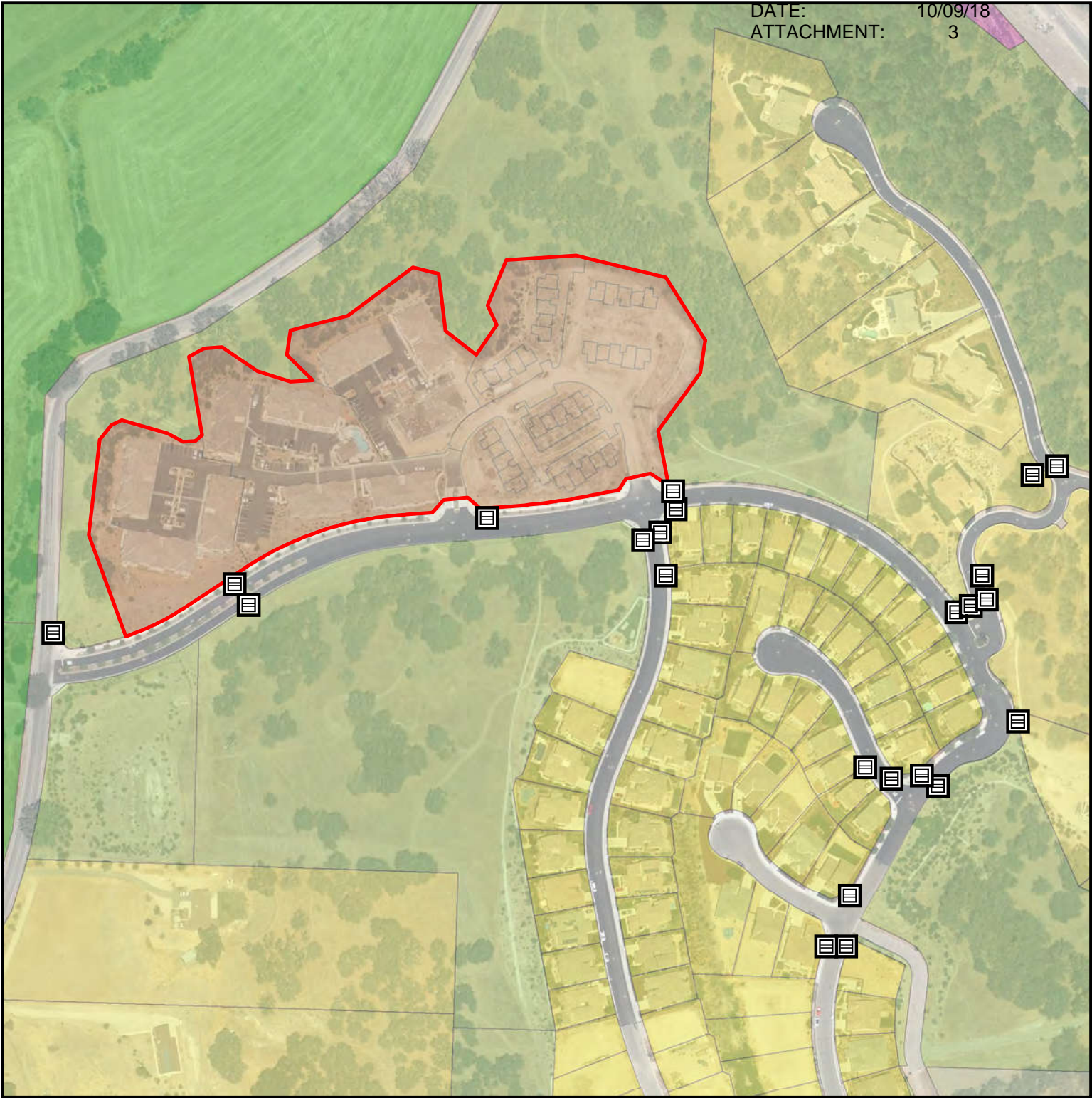
1 inch = 700 feet

CITY OF ATASCADERO

Area 15

Legend

- | | | |
|-----------------|----------|------------------------|
| SD Catch Basins | SD Pipes | Trash Collection Areas |
| MDR | GC | D |
| HDR | SC | CPK |
| | | MU-PD |
| | | I |














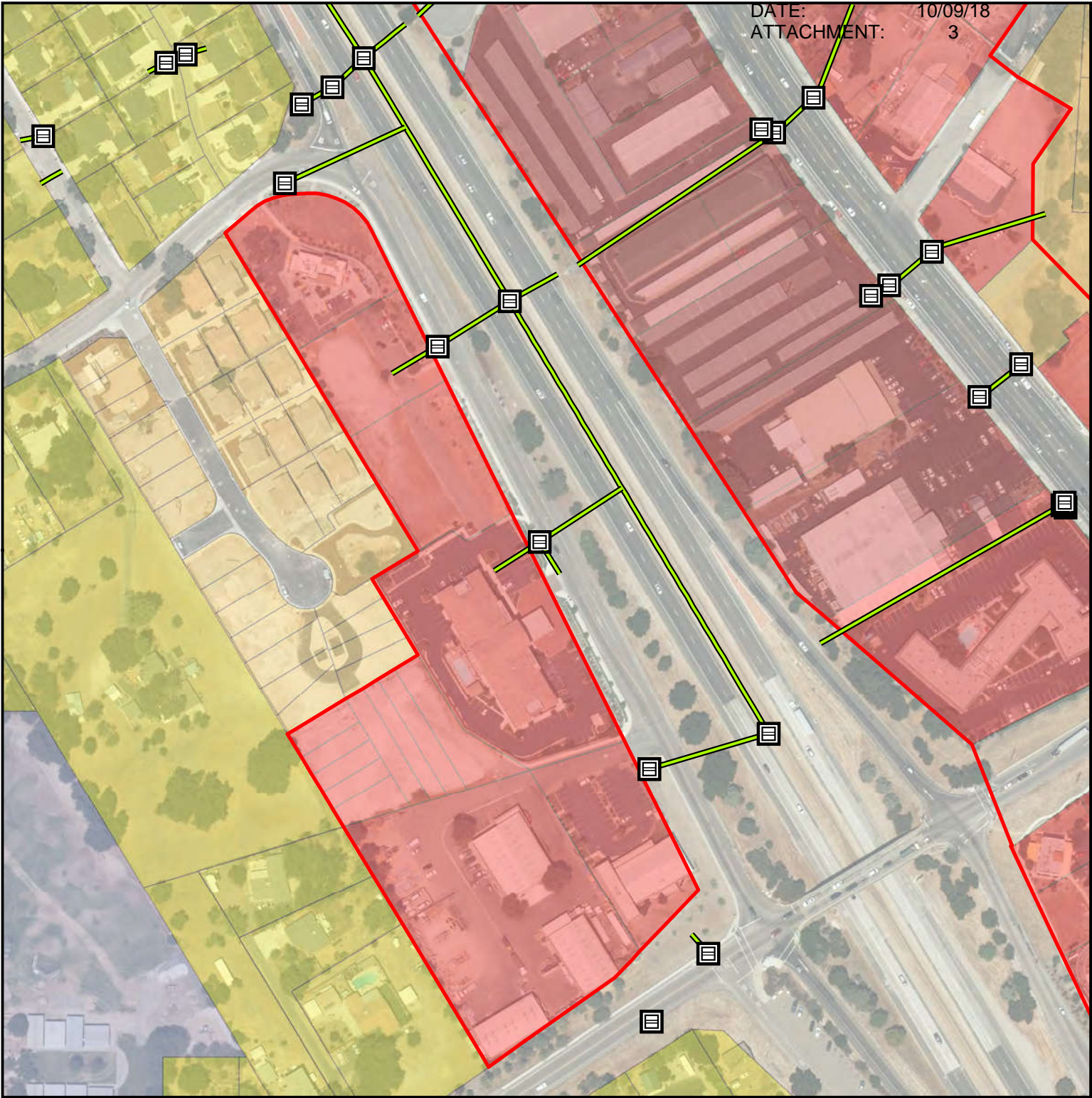
1 inch = 250 feet

CITY OF ATASCADERO

Area 16

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  CPK |
| | |  MU-PD |
| | |  I |














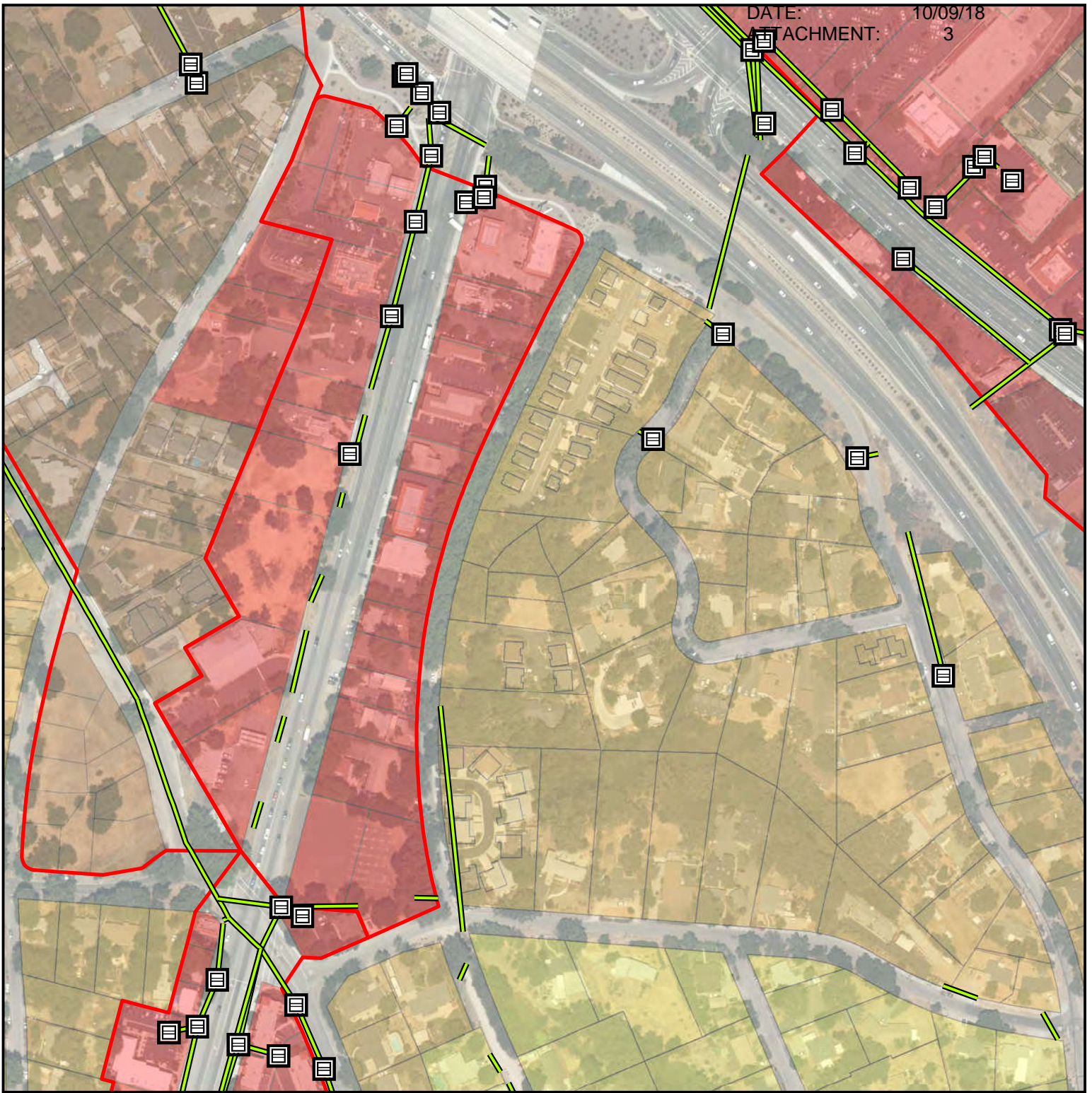
1 inch = 200 feet

CITY OF ATASCADERO

Area 17

Legend

- | | | |
|---|--|--|
|  SD Catch Basins |  SD Pipes |  Trash Collection Areas |
|  MDR |  GC |  D |
|  HDR |  SC |  MU-PD |
| | |  CPK |
| | |  I |














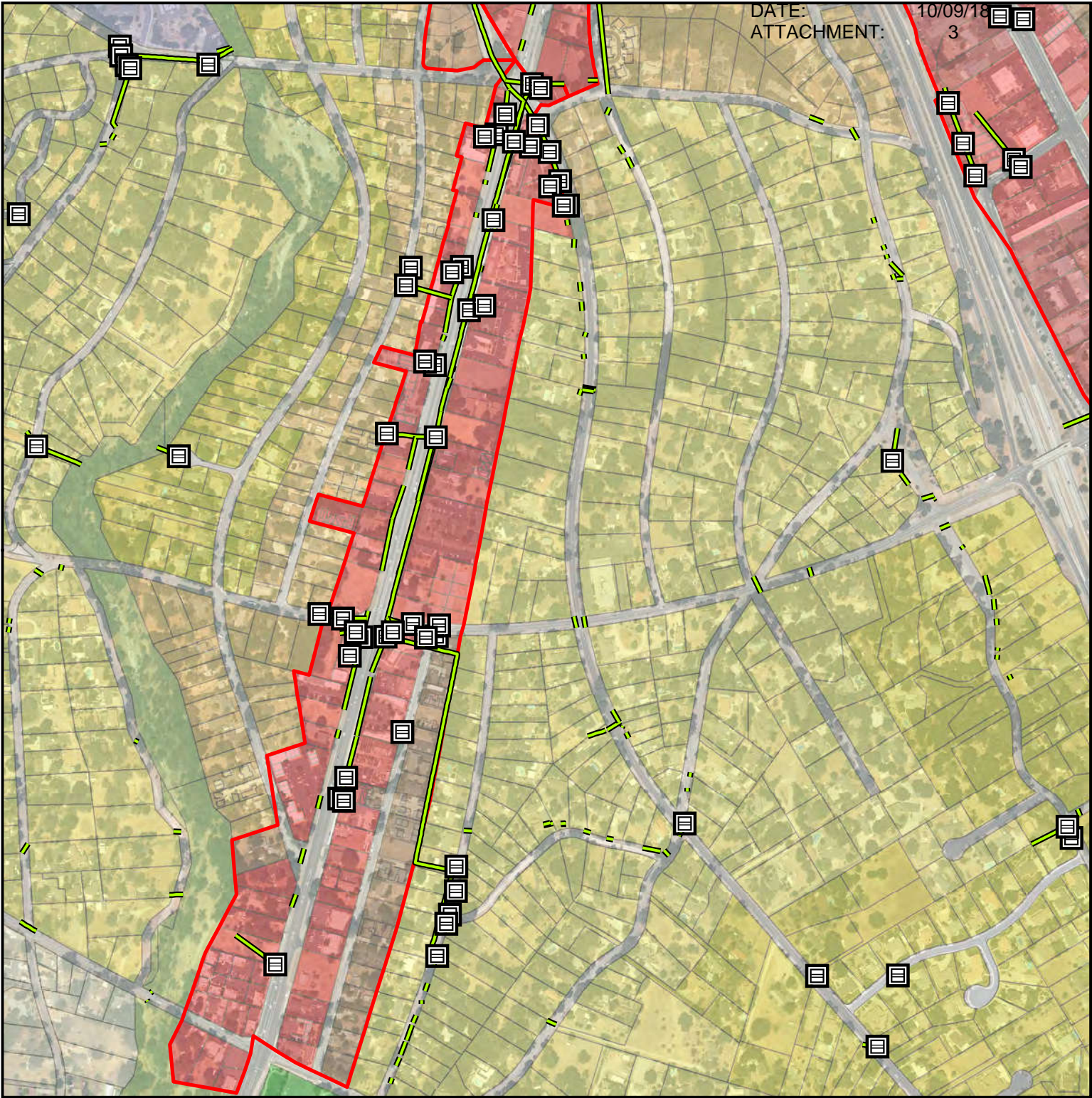
1 inch = 250 feet

CITY OF ATASCADERO

Area 18

Legend

	SD Catch Basins		SD Pipes		Trash Collection Areas
	MDR		GC		D
	HDR		SC		MU-PD
					CPK
					I



1 inch = 600 feet

CITY OF ATASCADERO

Area 19

Legend

- | | | |
|-----------------|----------|------------------------|
| SD Catch Basins | SD Pipes | Trash Collection Areas |
| MDR | GC | D |
| HDR | SC | CPK |
| | | MU-PD |
| | | I |