



CITY OF HUGHSON
CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

AGENDA
MONDAY, AUGUST 26, 2013 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Jill Silva
Councilmember George Carr
Councilmember Harold Hill

FLAG SALUTE: Mayor Matt Beekman

INVOCATION:

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Members of the audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, state their name and city of residence for the record (requirement of name and city of residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

2. PRESENTATIONS:

2.1: Valley Vision Stanislaus Workshop.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

3.1: Approval of the August 12, 2013 Regular Meeting Minutes.

- 3.2: Approval of the Warrant Register.
- 3.3: Second Reading and Adoption of Ordinance No. 2013-03, An Ordinance of the City Council of the City of Hughson Amending Hughson Municipal Code Title 16 Subdivisions and Development by Amending Section 16.28.020, Street Design, and Adding Section 16.32.140 Community Facilities Districts.
- 3.4: Adopt Resolution No. 2013-27, Accepting the Donation of a Fertilizer Spreader from Wilbur–Ellis Company in Hughson.
- 3.5: Approve scheduling an application period of August 27 to September 27, with Council interviews scheduled for October 14, to fill the Planning Commission vacancy.
- 3.6: Appoint City Manager Raul Mendez to the Oversight Board of the Successor Agency of the City of Hughson's Redevelopment Agency.
- 3.7: Approval to Renew Agreement for Management and Administrative Services with Regional Government Services Authority, a Joint Powers Authority.

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1: Introduction and Waiving of the First Reading of Ordinance No. 2013- 04, Amending Hughson Municipal Code Title 6: Animals.

6. NEW BUSINESS:

- 6.1: Consider the Request Made by Hughson Athletics Boosters to Have and Sell Alcohol at the Alumni Street Dance - Saturday, September 21.
- 6.2: Consideration of a Cost Sharing Agreement for Road Maintenance with Stanislaus County and Residents of Charles Road North of Hatch Road, Authorize the City Attorney to Draft Said Agreement, and Authorize the City Manager to Sign the Agreement.
- 6.3: Discuss the Condition of the City Streets and the Pavement Condition Index.

7. CORRESPONDENCE: None.

8. COMMENTS:

- 8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

8.2: Council Comments: (Information Only – No Action)

8.3: Mayor’s Comments: (Information Only – No Action)

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

One (1) potential case

10. REPORT FROM CLOSED SESSION:

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

UPCOMING EVENTS:

August 26	▪ City Council Meeting, City Hall Chamber Room, 7:00p.m.
September 5	▪ Congressman Denham’s Mobile Office, City Hall Chamber Room, 11-12 P.M.
September 9	▪ 2+2 City/School District Meeting, City Hall Chamber Room, 5:30p.m.
September 9	▪ City Council Meeting, City Hall Chamber Room, 7:00p.m.
September 17	▪ Planning Commission Meeting, City Hall Chamber Room, 6:00p.m.
September 21-22	▪ Hughson Harvest Festival – www.hughsonharvestfestival.com
September 23	▪ City Council Meeting, City Hall Chamber Room, 7:00p.m.

RULES FOR ADDRESSING CITY COUNCIL

Members of the audience who wish to address the City Council are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

Disabled or Special needs Accommodation: In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

AFFIDAVIT OF POSTING

DATE: August 23, 2013 **TIME:** 3:30pm
NAME: Sandy Cortes **TITLE:** Office Assistant II

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

Council Agendas: The City Council agenda is now available for public review at the City's website at www.hughson.org and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

Questions: Contact the City Clerk at (209) 883-4054.



CITY OF HUGHSON AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR

Meeting Date: August 26, 2013
Subject: Approval of the City Council Minutes
Presented By: Dominique Spinale, Deputy City Clerk

Approved By: _____

Background and Overview:

The Draft Minutes of the August 12, 2013 meeting are completed for the Council's review.

Staff Recommendation:

Approve the August 12, 2013 City Council Meeting Minutes as presented.



CITY OF HUGHSON
CITY COUNCIL MEETING
 CITY HALL COUNCIL CHAMBERS
 7018 Pine Street, Hughson, CA

MINUTES
MONDAY, AUGUST 12, 2013 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
 Mayor Pro Tem Jeramy Young
 Councilmember Jill Silva
 Councilmember George Carr
 Councilmember Harold Hill

Staff Present: Raul Mendez, City Manager
 Daniel J. Schroeder, City Attorney
 Thom Clark, Community Development Director
 Darin Gharat, Chief of Police Services
 Dominique Spinale, Management Analyst/Deputy City Clerk
 Lisa Whiteside, Finance Manager
 Sam Rush, Public Works Superintendent

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Hughson Ministerial Association

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Janice Herring and Jose Ramos spoke to the City Council about the City participating in starting up a soccer league in Hughson. City Manager Mendez will meet with Ms. Herring, Mr. Ramos, and the Hughson United Soccer League to discuss their proposal.

2. PRESENTATIONS: None.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1: Approval of the July 22, 2013 Regular Meeting Minutes.
- 3.2: Approval of the Warrant Register.
- 3.3: Open the 15 Day Public Review for the FY 2012-13 CDBG Consolidated Annual Performance and Evaluation Report (CAPER) and set the Public Hearing for September 9, 2013.
- 3.4: Consider and support League of California Cities 2013 Annual Conference Resolution Packet pertaining to water bond and public safety realignment discussions with the State of California.

Carr/Silva 5-0-0-0 motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS:

- 4.1: Review and Discuss purchasing Tablets/IPADS for the City Council and Management Staff.

Council reviewed and discussed this item with Staff. The Council discussed purchasing direct instead of online to avoid the costs of shipping and handling. Staff will research all costs and be as cost effective as possible in the purchase.

Hill/Carr 5-0-0-0 motion passes to approve the purchase of IPADS for the City Council and Management Staff.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1: Consider the Introduction and waiving of the first reading of Ordinance No. 2013-03, an Ordinance of the City Council of the City of Hughson Amending Hughson Municipal Title 16 Subdivisions and Development by Amending Section 16.28.020, Street Design, and Adding Section 16.32.140 - Community Facilities Districts.

Mayor Beekman opened and closed the Public Hearing at 7:25 P.M. No comments were provided.

Beekman/Young 5-0-0-0 motion passes to Introduce and waive the first reading of Ordinance No.2013-03, an Ordinance of the City Council of the City of Hughson Amending Hughson Municipal Title 16 Subdivisions and Development by Amending Section 16.28.020, Street Design, and Adding Section 16.32.140 - Community Facilities Districts.

5.2: Consider the Annual Review of Special Assessment Districts for FY 2013-2014 and adopt the following resolutions;

- a. Resolution No. 2013-25, Approving the Annual Report for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2013-2014.
- b. Resolution No. 2013-26, Confirming the Assessment and Ordering the Levy for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2013-2014.

Council discussed this item in detail with Staff, as the Council expressed concerns with the Annual Report. The Council asked that Staff invite the consulting firm NBS to a future meeting so the Council may discuss their concerns with them.

Mayor Beekman opened and closed the Public Hearing at 8:00 P.M. No comments were provided.

Silva/Young 5-0-0-0 motion passes to adopt Resolution No. 2013-25, approving the Annual Report for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2013-2014.

Hill/Carr 5-0-0-0 motion passes to adopt Resolution No. 2013-26, confirming the Assessment and Ordering the Levy for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2013-2014.

6. NEW BUSINESS:

- 6.1:** Consider the Adoption of Resolution No. 2013-24 approving the request for Enterprise Zone boundary expansion to include various locations in Stanislaus County described herein as Interstate Truck Center, Flory Industries, Waterford Almond Huller and Sheller, Salida Business Park and Modesto - Coffee and Oakdale Road.

Beekman/Silva 5-0-0-0 motion passes to adopt Resolution No. 2013-24 approving the request for Enterprise Zone boundary expansion to include various locations in Stanislaus County described herein as Interstate Truck Center, Flory Industries, Waterford Almond Huller and Sheller, Salida Business Park and Modesto - Coffee and Oakdale Road.

- 6.2:** Consideration of a Professional Services Agreement with Bartle Wells and Associates for an Updated Water Rate Study.

Beekman/Hill 5-0-0-0 motion passes to approve a Professional Services Agreement with Bartle Wells and Associates for an Updated Water Rate Study.

7. CORRESPONDENCE: None.**8. COMMENTS:**

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager: **City Manager Mendez provided an update on National Night Out event and the 2+2 Fire meeting schedule.**

City Clerk:

Community Development Director: **Director Clark provided an update on the 4th Street Project and the Euclid South Subdivision.**

Director of Finance:

Police Services: **Chief Gharat provided an update on National Night Out.**

City Attorney:

8.2: Council Comments: (Information Only – No Action)

Councilmember Carr updated the Council on his attendance at National Night Out and thanked all of the participants from the Hughson Family Resource Center, city staff, the fire department, and the police department.

Councilmember Silva advised the Council that she will not be in attendance at the next Council meeting. She also expressed her support in having a soccer league in Hughson.

Mayor Pro Tem Young thanked the Hughson Family Resource Center, city staff, the fire department, and the police department for their participation in National Night Out. He also asked Staff to research the legislative action policy that came before Council last year, as the League of California Cities may adopt changes to the current policy action processes.

8.3: Mayor's Comments: (Information Only – No Action)

Mayor Beekman thanked everyone for their participation in National Night Out and asked Staff to look into scheduling AB 1234 ethics training for the Council and Commissions in September.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: 8:42 P.M.

9.1: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

One (1) potential case

10. REPORT FROM CLOSED SESSION: 9:10P.M.

No reportable action was taken.

ADJOURNMENT:

Mayor Beekman asked to adjourn the meeting. Councilmember Carr motioned to adjourn, Councilmember Hill seconded the motion.

The meeting adjourned at 9:10 P.M.

MATT BEEKMAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: August 26, 2013
Subject: Approval of Warrant Register
Enclosures: Warrant Register
Presented By: Lisa Whiteside, Finance Manager

Approved By: _____

Background and Overview:

The warrant register presented to the City Council is a listing of all expenditures paid from August 14, 2013 through August 22, 2013.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

Staff Recommendation:

Approve the Warrant Register (August 14, 2013 through August 22, 2013) as presented.

REPORT.: Aug 22 13 Thursday
 RUN....: Aug 22 13 Time: 12:18
 Run By.: KATHY DAHLIN

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 08-13 Bank Account.: 0100

PAGE: 001
 ID #: PY-DP
 CTL.: HUG

dw

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
44165	8/14/2013	AFL01	AFLAC	\$ 747.38	925643	AFLAC
44166	8/14/2013	ARR00	ARROWHEAD MOUNTAIN SPRING	\$ 20.82	2566427	BOTTLED WATER
44167	8/14/2013	ATT01	AT&T	\$ 22.80	B30814	PHONE
44168	8/14/2013	BUD00	BUDGET TIRE	\$ 344.40	4641	REPLACEMENT TIRES
44169	8/14/2013	CDP00	CALIFORNIA DEPARTMENT OF	\$ 1,751.40	1370532	WATER SYSTEM FEES 7/1/12-6/30/13
44170	8/14/2013	CEN21	CENTRAL VALLEY ELECTRONIC	\$ 157.59	13581	SERVICES & REPAIRED SOUND SYSTEM
44171	8/14/2013	CEN29	CEN CAL CONCRETE	\$ 456.53	B30814	RETURN BALANCE OF DEPOSIT
44172	8/14/2013	CIT16	CITIZENS BUSINESS BANK	\$ 92,810.79	B30814	ACQUISITION OF WATER TANK
44173	8/14/2013	DAH00	KATHY DAHLIN	\$ 24.25	B30814	EXP FOR BIRTHDAYS & INSURANCE MEETING
44174	8/14/2013	DET01	DETROIT INDUSTRIAL TOOL	\$ 279.70	487780	DIAMOND BLADE
44175	8/14/2013	DOJ00	DEPT OF JUSTICE-STATE OF	\$ 32.00	985057	FINGERPRINT APPS
44176	8/14/2013	EMP01	STATE OF CALIFORNIA	\$ 4,378.15	L00845476	PAYROLL TAXES FROM 1/31/13 NOT RECVD
44177	8/14/2013	EWI00	EWING IRRIGATION PRODUCTS	\$ 1,589.69	6776280	SPRINKLER HEADS
44178	8/14/2013	EXPO0	EXPRESS PERSONNEL SERVICE	\$ 500.16 \$ 625.20	128309564 128634466	EXTRA HELP 7/28 EXTRA HELP 8/4
			Check Total:	\$ 1,125.36		
44179	8/14/2013	GEO01	GEOANALYTICAL LABORATORIE	\$ 45.00	Z3G1603	LAB TESTING WATER
44180	8/14/2013	GIB00	GIBBS MAINTENANCE CO	\$ 815.00	14911	JANITOR SVCS 7/13
44181	8/14/2013	HIN00	HINDERLITER, dELLAMAS &	\$ 4,408.22	0021085IN	CONTRACT & AUDIT SVCS 3RD QTR
44182	8/14/2013	HOM01	THE HOME DEPOT CRC	\$ 115.02	90462	CONCRETE, ROPE, ETC
44183	8/14/2013	HUG03	HUGHSON CHRONICLE	\$ 44.78	103356	LEGAL #7884 CCR REPORT
44184	8/14/2013	HUG08	CITY OF HUGHSON	\$ 3,911.61	B30814	LLD WATER SERVICE
44185	8/14/2013	HUG11	HUGHSON FARM SUPPLY	\$ 38.25	0466896IN	LAWN MOWER REPAIR
				\$ 2.20	0467824IN	WELL #3 PRE LUBE
				\$ 8.60	0470659IN	SEALER FOR TREE
				\$ 21.41	0471708IN	NO SPILL NOZZLES
				\$ 40.98	0474133IN	SNAP CLIPS
			Check Total:	\$ 111.44		
44186	8/14/2013	HUG28	HUGHSON TIRE	\$ 15.00	579123	TIRE REPAIR
44187	8/14/2013	HUG34	VALLEY PARTS WAREHOUSE, I	\$ 12.79 \$ 9.73	94549 96777	WWTP LEAK ON TRACTOR CABLE TIE
			Check Total:	\$ 22.52		
44188	8/14/2013	LEG01	LEGAL SHIELD	\$ 51.80	B30814	LEGAL SVCS
44189	8/14/2013	MOS01	MOSS, LEVY & HARTZHEIM, L	\$ 11,000.00	4586	INTERIM AUDIT WORK FY END 6/30/13

44190	8/14/2013	OPE01	OPERATING ENGINEERS LOCAL	\$	49.00	B30814	LOCAL UNION #3 DUES LESS 7 MOS D.MENDOZA
44191	8/14/2013	QUI03	QUICK N SAVE	\$	5.21	1-9874	DISEL
44192	8/14/2013	REG00	REGIONAL GOVERNMENT SERVICES	\$	6,354.86	3508	CONTRACT SVCS
44193	8/14/2013	SAF01	SAFETLITE	\$	53.81	294696	REPLACEMENT SIGN
44194	8/14/2013	SIE00	SIERRA DISPLAY, INC.	\$	353.00	17686	FLAGS FOR CITY HALL
44195	8/14/2013	STA27	STANISLAUS COUNCIL	\$	262.00	B30814	STAN COG FY 2013/14 DUES INVOICE
44196	8/14/2013	TNG00	TNG HYDRALICS	\$	149.86	38007	REPAIR HYDRAULIC
				\$	133.28	38040	REPAIR HYDRAULIC
			Check Total:	\$	283.14		
44197	8/14/2013	UNI11	UNIVAR USA, INC	\$	406.36	SJ566168	SODIUM HYPOCHLORITE
44198	8/14/2013	USH00	US HEALTHWORKS MEDICAL	\$	123.00	2338059CA	PROFESSIONAL SVCS
44199	8/14/2013	WAR00	WARDEN'S OFFICE	\$	407.29	1795499-0	OFFICE SUPPLIES
44200	8/20/2013	BLU00	BLUE SHIELD	\$	24,596.00	B30816	HEALTH PREMIUMS AUG/SEP 2013
44201	8/20/2013	EMP01	STATE OF CALIFORNIA	\$	1,369.90	B30820	PAYROLL
44202	8/20/2013	HAR02	THE HARTFORD	\$	579.66	B30820	DEFERRED COMPENSATION
44203	8/20/2013	PER01	P.E.R.S.	\$	7,880.53	B30820	RETIREMENT
44204	8/20/2013	STA23	CaIPERS SUPPLEMENTAL INCO	\$	20.00	B30820	DEFERRED COMPENSATION
44205	8/20/2013	UNI07	UNITED WAY OF STANISLAUS	\$	2.00	B30820	UNITED WAY
44206	8/20/2013	GEO00	GEORGE REED, INC	\$	18,050.00	1359	4TH ST SIDEWALK INFILL PROG PMT 1
44207	8/22/2013	ABS00	ABS PRESORT	\$	682.20	88796	PRINTING OF UTILITY BILLS
44208	8/22/2013	ATT01	AT&T	\$	1,905.69	B30821	PHONE
44209	8/22/2013	AVA00	AVAYA, INC	\$	66.13	273270878	PHONE - POLICE DEPT
				\$	84.15	273270969	PHONE - CITY HALL
			Check Total:	\$	150.28		
44210	8/22/2013	BAR02	BARTLE WELLS ASSOCIATES,I	\$	2,120.00	BWA443K10	CONSULTING SVCS WELL #9
44211	8/22/2013	CAL44	CALIFORNIA CONTRACTORS SU	\$	173.75	J76675	RUBBER TIE DOWNS
44212	8/22/2013	ENV02	ENVIRONMENTAL SYSTEMS	\$	1,788.93	26612	STREET SWEEPING 8/13
44213	8/22/2013	FAR03	FARMERS BROTHERS COFFEE	\$	54.57	58310519	COFFEE
44214	8/22/2013	GEO00	GEORGE REED, INC	\$	56,069.24	1385	4TH ST SIDEWALK INFILL
44215	8/22/2013	GEO01	GEOANALYTICAL LABORATORIES	\$	55.00	Z3G0204	WWTP
				\$	200.00	Z3G0907	WWTP
				\$	55.00	Z3G1601	WWTP
				\$	55.00	Z3G2306	WWTP
				\$	55.00	Z3G3002	WWTP TESTING
			Check Total:	\$	420.00		
44216	8/22/2013	GOV01	GOV PAY NET	\$	80.00	544	REPAY PMT RECEIVED IN ERROR #262560
44217	8/22/2013	HOM01	THE HOME DEPOT CRC	\$	256.33	50532	EXIT SIGN & PLUMING SUPPLIES
				\$	42.30	56430	PAINT SUPPLIES
			Check Total:	\$	298.63		

44218	8/22/2013	HUG03	HUGHSON CHRONICLE	\$	119.40	103487	LEGAL #7931 AMENDING CODE
44219	8/22/2013	HUG11	HUGHSON FARM SUPPLY	\$	57.14	0470037IN	MISC SUPPLIES
				\$	44.38	0473693IN	PARTS FOR REPAIRS
			Check Total:	\$	101.52		
44220	8/22/2013	HUG34	VALLEY PARTS WAREHOUSE, I	\$	45.41	97648	BATTERY
44221	8/22/2013	JOR02	JORGENSEN & CO.	\$	148.44	5374800	SEMI ANNUAL SERVICE OVEN HOOD
44222	8/22/2013	MCR01	MCR ENGINEERING, INC	\$	24,271.10	9689	ENGINEERING SVCS 7/13
44223	8/22/2013	NEU01	NEUMILLER & BEARDSLEE	\$	1,200.00	256977	LEGAL SVCS 6/13
				\$	3,413.62	256978	LEGAL SVCS 6/13
				\$	1,200.00	257349	LEGAL SVCS 7/13
				\$	2,426.34	257350	LEGAL SVCS 7/13
			Check Total:	\$	8,239.96		
44224	8/22/2013	NOL00	NOLASCO, ROSA	\$	175.00	B30821	KITCHEN SINK CLOGGED
44225	8/22/2013	OME00	OMEGA ENGINEERING INC.	\$	649.26	S132358	GRAFFITI & HAND CLEANER
44226	8/22/2013	PAC05	PACIFIC PLAN REVIEW	\$	5,297.50	B30821	INSPECTION & PLAN CHECK 7/13
44227	8/22/2013	PRE06	PRECIADO, SUSAN	\$	170.00	B30821	CANCELLED COMMUNITY CENTER RENTAL
44228	8/22/2013	RIC04	RICOH USA, INC	\$	1,340.15	90572861	COPIER LEASE
44229	8/22/2013	SAF01	SAFETLITE	\$	440.58	298333	REPLACEMENT SAFETY SIGNS
44230	8/22/2013	SAU00	SAUNDERS A/C & HEATING	\$	247.54	T4094	REPAIR TO REFRIGERTOR
44231	8/22/2013	STA40	STATE CHEMICAL	\$	778.95	96356954	BLOCK DESTROYER
44232	8/22/2013	STA47	STANISLAUS COUNTY SHERIFF	\$	3,486.68	1314-017	VEHICLE CHARGES 7/2013
44233	8/22/2013	SYN02	SYNAGRO WEST, LLC	\$	1,967.06	30-102170	TONS SLUDGE REMOVAL
44234	8/22/2013	UNI10	UNITED PAVEMENT MAINTENAN	\$	18,289.00	334	ASPHALT FILL
44235	8/22/2013	WIL05	WILLE ELECTRIC	\$	739.02	S15323031	STREETLIGHT EXPENSE
			Cash Account Total:	\$	315,326.87		
			Total Disbursements:	\$	315,326.87		



CITY OF HUGHSON AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: August 26, 2013
Subject: Second Reading and Adoption of Ordinance No. 2013-03, An Ordinance of the City Council of the City of Hughson Amending Hughson Municipal Code Title 16 Subdivisions and Development By Amending Section 16.28.020, Street Design, and Adding Section 16.32.140 Community Facilities Districts
Presented By: Thom Clark, Community Development Director

Approved By: _____

Background and Overview:

At its regular meeting of July 8, 2013, the City Council held a public hearing to consider adoption of an ordinance to amend Hughson Municipal Code Title 16, Subdivision Ordinance. An amendment was proposed and another public hearing was held on August 12, 2013 to again consider the matter, this time with the amendment.

The proposed amendment to the Subdivision Ordinance is two-fold. First, to incorporate specifically the recently adopted Design Manual for Living Streets and second, to require new subdivisions to form or join an existing Community Facilities District to enable to City to capture all revenue needed to offset the financial impacts of the subdivision.

Fiscal Impact:

It is anticipated that requiring CFDs in new subdivisions will have a positive fiscal impact as new development occurs. Essentially, it will lessen the impact of development on the City's General Fund by creating another source of funding to pay for associated public infrastructure and/or services.

Staff Recommendation:

Waive the second reading and adopt Ordinance No. 2013-03, an ordinance of the City Council of the City of Hughson amending Municipal Code Title 16, Subdivisions and Development, by amending Section 16.28.020, Street Design, and adding Section 16.32.140, Community Facilities Districts.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2013-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HUGHSON, AMENDING HUGHSON MUNICIPAL CODE TITLE 16
SUBDIVISIONS AND DEVELOPMENT BY AMENDING SECTION
16.28.020, STREET DESIGN, AND ADDING SECTION 16.32.140
COMMUNITY FACILITIES DISTRICTS**

WHEREAS, the State of California requires that all updates to municipal General Plan Transportation Elements incorporate a Complete Streets program; and,

WHEREAS, the City Council has adopted by Resolution No. 2013-16 the City of Hughson Design Manual for Living Streets; and,

WHEREAS, the Design Manual for Living Streets meets the requirements of a Complete Streets program; and,

WHEREAS, Hughson Municipal Code Section 16.28.020 anticipated that the City Council would adopt street design guidelines; and,

WHEREAS, to ensure implementation of the Design Manual for Living Streets and to prevent confusion in its application, Hughson Municipal Code Section 16.28.020 shall be amended to remove the phrase "...any applicable design guidelines..." and replace with the phrase "...the City of Hughson Design Manual for Living Streets..."; and,

WHEREAS, new residential subdivisions need to pay their full share of all municipal costs; and,

WHEREAS, currently available cost recovery tools do not allow for many municipal functions to have their costs off-set; and,

WHEREAS, Community Facility Districts may be used to recover a portion of such municipal costs such as police services, street maintenance, recreation programs, storm water services, and fire services; and,

WHEREAS, it is desirable that the requirement to form Community Facility Districts is included in the Subdivision Ordinance; and,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUGHSON
DOES ORDAIN AS FOLLOWS:**

Section 1 Section 16.28.020 of the Hughson Municipal Code is amended to read as follows:

16.28.020 Street design.

The location, width, and alignment of streets shall conform to the General Plan or Master Plans, any applicable specific plans, the City of Hughson Design Manual for Living Streets, and any standards established by the Planning Officer, except where alternative standards are approved by the City Council.

Section 2 Section 16.32.140 of the Hughson Municipal Code is adopted to read in full as follows:

16.32.140 Community facilities districts

The subdivider shall either join an existing community facilities district, if there is one adjacent to the parcel, or form a new one, as directed by the Planning Officer if none exists. It is the intent of this section to recover all municipal costs created by the subdivision. Use of this section for subdivision infrastructure bonds is prohibited.

Section 3 **Effective Date:** This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing Ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on August 12, 2013, and by a unanimous vote of the Council members present, further reading was waived.

On motion of Councilmember _____, seconded by Councilmember _____, the foregoing Ordinance was passed by the City Council of the City of Hughson at a regular meeting held on _____, 2013, by the following votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk

I hereby certify that the foregoing Ordinance No. 2013-03 was introduced before the City Council of the City of Hughson at a regular meeting thereof the 12th day of August, 2013, and adopted by the City Council of the City of Hughson this _____ day of _____, 2013 by the following roll call vote: (_____)

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

Dominique Spinale, Deputy City Clerk

A certified copy of the full text of the adopted ordinance has been posted at the office of the City Clerk and is available for public inspection.

Dated: _____

Dominique Spinale, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: August 26, 2013
Subject: Consideration of Resolution No. 2013-27, a Resolution of the City Council of the City of Hughson Accepting the Donation of a Fertilizer Spreader from Wilbur–Ellis Company in Hughson
Presented By: Thom Clark, Community Development Director
Approved By: _____

Background and Overview:

City staff was recently contacted by the new Branch Manager at Wilbur–Ellis Company regarding fertilizer/seed spreaders that they were planning to throw away. Branch Manager David Genzoli indicated that chemical companies that they do business with keep sending him free spreaders that he was going to throw away because they have no need for them. Instead, he offered to give them to the City of Hughson and any other local jurisdiction that needed one.

The City's Public Works Director and Public Works Superintendent visited Wilbur–Ellis to examine the spreaders. A new spreader would be a good addition to the Parks Division tool inventory.

The City contacted other Public Works Directors in the County to see if they had any interest in a new, free, spreader. The Cities of Ceres, Waterford, Patterson, Oakdale, and the County of Stanislaus all wanted one for their parks staff.

Recycling of these spreaders to local jurisdictions instead of sending them to the landfill is consistent with Assembly Bill 939, the Integrated Waste Management Act, as well as other recycling and reuse goals of the State of California. Beneficial re-use of material is also consistent with local sustainability goals for the City of Hughson.

Fiscal Impact:

The value of the spreader is estimated at \$500.00.

Staff Recommendation:

Adopt Resolution No. 2013-27, a resolution of the City Council of the City of Hughson accepting the donation of a fertilizer spreader from Wilbur–Ellis Company.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2013-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ACCEPTING THE DONATION OF A FERTILIZER SPREADER FROM
WILBUR-ELLIS COMPANY**

WHEREAS, Wilbur-Ellis Company maintains a place of business within the City of Hughson; and

WHEREAS, the nature of their business is sales of agricultural chemicals; and

WHEREAS, from time to time their suppliers give them equipment free of charge that they have no use for; and

WHEREAS, Wilbur-Ellis Branch Manager, David Genzoli, contacted the City of Hughson regarding a group of surplus fertilizer/seed spreaders that were given to the company by a chemical manufacturer and for which Wilbur-Ellis had no use; and

WHEREAS, Mr. Genzoli indicated the spreaders would be thrown away if the company could not find a beneficial reuse for them and subsequently offered them at no cost to the City of Hughson and other public entities within Stanislaus County; and

WHEREAS, the Parks Division of the City of Hughson can make beneficial use of the spreader, as can the Cities of Patterson, Ceres, Oakdale, Waterford, and the County of Stanislaus; and

WHEREAS, the donation of these spreaders to local governments is consistent with Assembly Bill 939, the Integrated Waste Management Act, as well as other recycling goals of the State of California to reduce material sent to landfills; and

WHEREAS, the donation of these spreaders to local governments helps with community sustainability efforts by easing the financial burden of park maintenance; and

WHEREAS, the cost of the spreaders are estimated at \$500.00 each;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby accept the donation of a fertilizer spreader from Wilbur-Ellis Company; and

BE IT FURTHER RESOLVED that the City Council of the City of Hughson does hereby recognize and thank Wilbur-Ellis Company and Branch Manager David Genzoli for their community and environmentally minded donation to the City of Hughson.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on August 26, 2013, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: August 26, 2013
Subject: Advertising the Planning Commission Vacancy
Presented By: Dominique Spinale, Deputy City Clerk

Approved By: _____

Background and Overview:

On March 11 the City Council appointed Zachary Davis to the Hughson Planning Commission. Unfortunately, Commissioner Davis resigned from his seat on August 18. Staff would like to advertise for the vacancy on the Planning Commission as soon as possible and schedule interviews with the City Council for October 14.

This time period will give staff 30 days to advertise the vacancy to the community utilizing such resources as the city website, the monthly newsletter, the weekly newspaper, and facebook. Staff has scheduled the application deadline for Friday, September 27, by 5:00 P.M.

Staff Recommendation:

Approve scheduling an application period of August 27 to September 27, with Council interviews scheduled for October 14, to fill the Planning Commission vacancy.



CITY OF HUGHSON AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: August 26, 2013
Subject: City Representative for the Oversight Board of the
Successor Agency of the Hughson Redevelopment
Agency
Presented By: Dominique Spinale, Management Analyst
Approved By: _____

Background and Overview:

Community Development Director Thom Clark was appointed to the Oversight Board of the Successor Agency of the City of Hughson's Redevelopment Agency in February, upon the departure of former City Manager Bryan Whitemyer and on an interim basis until the city manager recruitment process could be completed. Now that a new City Manager is in place, it is appropriate to appoint this individual to serve in this position. City Manager Raul Mendez can be seated on the Oversight Board as one of the City's representatives along with Mayor Matt Beekman and Planning Commissioner Julie Strain.

The next Oversight Board Meeting is scheduled for Wednesday, August 28 at 6:00P.M.

Staff Recommendation:

Appoint City Manager Raul Mendez to the Oversight Board of the Successor Agency of the City of Hughson's Redevelopment Agency.



CITY OF HUGHSON AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: August 26, 2013
Subject: Approval to Renew Agreement for Management and Administrative Services with Regional Government Services Authority, a Joint Powers Authority
Enclosures Presented By: Executed Agreement with Regional Government Services
Raul L. Mendez, City Manager

Approved By: _____

Background:

On October 8, 2012, the Hughson City Council approved and authorized an agreement for management and administrative services with Regional Government Services Authority (RGS), a Joint Powers Authority. This staffing decision was based on the City's fiscal position at that time as a result of decreased revenue that no longer provided for the organization to afford a full-time Finance Director and Administrative Services Director. These critical positions require competent and experienced individuals. Therefore, the City filled these positions on a part-time basis by utilizing retired individuals from public service that possess tremendous knowledge and many years of experience in local government, specifically with municipalities in Stanislaus County.

Regional Government Services is a Joint Powers Authority formed by California local governments to serve the needs of cities, special districts, counties and other local government agencies. RGS was established to provide a ready source of staffing and consulting to cities and other agencies that continue to experience shortages of qualified staffing, while demands for more services increase and long-term funding grows less certain. RGS clients are exclusively California local governments.

Scope of Services

RGS assigned employees to serve as the City's Director of Finance and Director of Administrative Services which positions require performing the financial and administrative functions in the manner described below:

1. Be reasonably available to perform the services during the normal work week, for approximately 900 hours each per year, as agreed upon.

2. Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
3. Other duties as part of the job descriptions for these positions.
4. Perform related work as required.
5. Perform services at offices available in Hughson or at other locations.

Over the last year, the Director of Finance has had primary responsibility working with executive staff on the preparation of the City's annual budget and other fiscal reporting. These are critical functions for the organization to ensure that State reporting requirements are met and the City follows Generally Accepted Accounting Principles. The Director of Finance has also been instrumental in establishing effective fiscal controls and protocols and assisting with the annual audit process. The Director of Administrative Services has had primary responsibility in improving the City's record management system, advising executive staff on appropriate clerking procedures and functions, instituting information technology upgrades, and delivering other special projects and identifying operational efficiencies for the organization as assigned. The Director of Administrative Services also successfully assisted in the recent City Manager recruitment process.

The term of the agreement with Regional Government Services for the two critical part-time positions was from October 16, 2012 to August 31, 2013. For simplicity, the agreement allows for the extension of an additional year provided that both parties mutually agreed. Although this provision was contained in the agreement, authority for the City Manager to execute the extension was not provided when this arrangement was initially approved by the City Council. The agreement further provides that it can be terminated, with or without cause, by either party with 30 days written notice. The termination provision allows the City flexibility to make any necessary staffing changes within the operating year to best meet needs.

The City Manager is in the process of evaluating the current staffing needs of the organization. The staffing model with Regional Government Services although cost-effective and highly adequate is more of an interim solution than a long-term option. Succession planning and building internal core competencies are essential to keeping an organization's staffing structure strong and sustainable. Therefore, although extending the agreement for another year is necessary at this time, discussions have already ensued regarding building internal expertise and over time transitioning away from the part-time model for these critical executive positions and functions.

Fiscal Impact:

The hourly rate charged for these positions is \$58.57. This includes salary, benefits, and overhead costs for RGS. For the inaugural year, the City included approximately \$91,000 for these positions in Fiscal Year 2012-2013. Although, the same level was approved for Fiscal Year 2013-2014 during the budget process, it is unlikely that the City will spend up to that amount during the fiscal year.

Staff Recommendation:

Renew agreement for management and administrative services with Regional Government Services Authority, a Joint Powers Authority, and authorize the City Manager to execute annual extensions to this agreement as provided.

OFFICE OF THE CITY MANAGER

7018 Pine Street, P.O. Box 9
Hughson, CA 95326
(209) 883-4054 Fax (209) 883-2638

Raul L. Mendez
City Manager
rmendez@hughson.org

August 26, 2013

Richard H. Averett, Executive Director
Regional Government Services Authority
PO Box 1350
Carmel Valley, CA 93924

Mr. Averett,

This letter is to formalize the City of Hughson's intent to exercise the provision in the agreement with Regional Government Services (RGS) Authority to extend the services being provided (Director of Finance and Director of Administrative Services) for an additional year under the same terms and conditions.

The current agreement executed late last year was for services to be rendered from October 16, 2012 to August 31, 2013. This extension will revise the end date to August 31, 2014.

Please note that I am in the process of evaluating the City of Hughson's current staffing needs. The services provided by RGS have helped the organization through a critical time of reduced budgets and a depressed economy. The two part-time positions (Director of Finance and Director of Administrative Services) have been instrumental during this interim period.

I will be in touch with you after completing my evaluation of the City's staffing structure to see if a change to this current arrangement is necessary. Until then, we appreciate RGS still being available to assist us as needed and through any future transition.

If you have any questions, please do not hesitate to contact me directly.

Regards,

Raul L. Mendez
City Manager

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 28th day of September 2012, by and between the **City of Hughson**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in **Exhibit A**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS’s profession.

1.2 Assignment of Personnel. RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS’s Executive Director will notify Agency’s Chief Executive Officer in writing prior to assigning a different RGS employee to provide services other than the initial RGS Staff identified on Exhibit A.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet

the standard of performance provided in above and to satisfy RGS's obligations hereunder in Exhibit A.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in Exhibit A and shall continue until the date anticipated in Exhibit A to terminate, at which time it may be extended by mutual consent of the Parties for up to one-year intervals until terminated. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency, which determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in Exhibit A.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. Key RGS staff who will provide services to the Agency are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the Agency. The Executive Director will consult with Agency on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of Agency.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed,

or establish set hours or days for performance of services, except as set forth in Exhibit A.

- 5.4 Agency shall not have any right to discharge any employee of RGS from employment.
- 5.5 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. RGS shall provide proof satisfactory to Agency of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Agency. RGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by RGS. RGS shall not allow any subcontractor to commence work on any subcontract until RGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to Agency. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 6.1 **Workers' Compensation.** RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the Agency and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a Agency officer, agent

or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the Agency.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the Agency shall be called upon to contribute to a loss under the coverage.
- d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the Agency.

6.3 Professional Liability Insurance. Upon written request of Agency, RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Any deductible or self-insured retention shall not exceed \$1,000 per claim.

6.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the Agency.

6.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after

- completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The Agency shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the Agency prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

6.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.4.2 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.4.3 Subcontractors. RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 Variation. The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency's interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. RGS shall disclose to and obtain the approval of Agency for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Agency's Chief Executive Officer, RGS may increase such deductibles or self-insured retentions with respect to Agency, its officers, employees, agents, and volunteers. The Agency's Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that RGS procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

6.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies Agency may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for RGS's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order RGS to stop work under this Agreement or withhold any payment that becomes due t hereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with

all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.4 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration

of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS's Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of 3 years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written agreement signed by both Parties.

Section 11. Validity The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Stanislaus County, California.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of

the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14 Employment Offers to Our Staff. During the term of this Agreement and for a period of six months thereafter, the parties agree not to hire, solicit, or attempt to solicit whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of the party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100% of the solicited person's annual total compensation.

14.1 Hiring Employees. Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the AGENCY or has been assigned to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15 Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 16 Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against Agency which premises Agency's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee

Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

16.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with Agency, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; and
- c. where a Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

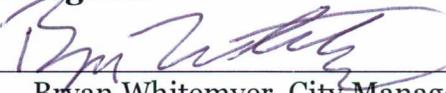
Section 17 Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, addressed as follows:

Agency: City of Hughson
7018 Pine Street
P.O. Box 9
Hughson, CA 95326

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: October 24, 2012 **City of Hughson**

By: 
Bryan Whitemyer, City Manager

APPROVED AS TO FORM:

DATED: October 22, 2012 By: 
Daniel Schroeder, City Attorney

DATED: October 26, 2012 **Regional Government Services Authority**

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: October 31, 2012 By: 
Stephen Muzio, Authority Counsel

Exhibit A

Scope of Services. RGS shall assign an RGS employee or employees to serve as the Agency's Director of Finance and Director of Administrative Services which positions require performing the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, for approximately 900 hours each per year, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the Agency job description(s) for this/these position(s).
- Perform related work as required.

Such employee(s) may perform services at the Agency offices available in Hughson or at other locations.

RGS will provide Director of Finance and Director of Administrative Services services for one year from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

Compensation.

1. **Fees.** The Agency agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 15 days after the end of the month for which services were performed and shall be delinquent if not paid within 20 days of receipt. Delinquent payments will be subject to a late payment carrying

charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

4. **Hiring RGS Employees.** Should the Agency desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the Agency or has been assigned to the Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency.

Payment Address. All payments due RGS shall be paid to:
 RGS
 C/O McGilloway & Ray Accounting and Consulting
 2511 Garden Road, Suite A-180
 Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE
TBD	Director of Finance	\$58.57
TBD	Director of Administrative Services	\$58.57

The start date for the services to be performed is October 16, 2012, and this agreement is anticipated to remain in force through August 31, 2013.

CITY OF HUGHSON

DIRECTOR OF FINANCE

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees, and directs the operations and services of the Finance Department, which includes budgeting, general accounting, auditing, cash management, payroll processing, utility billing, and business licenses information; coordinates activities with other City officials, departments, outside agencies, organizations, and the public; provides responsible and complex staff support to the City Council and City Manager; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Finance** is the administrative management level class which oversees all functions and operations of the Finance Department and is responsible for originating, carrying out, reviewing, interpreting and coordinating policies in the administration of a diversified accounting, investment and information services operation. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Finance Department activities and services, including activities associated with budgeting, general accounting, auditing, payroll processing, utility billing, and business licenses; coordinates the City's investment portfolio as needed with the City Treasurer; coordinates activities with other City officials, departments, outside agencies, organizations and the public.
- Plans, develops and implements departmental goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.

- Plans and directs the Department's work plan; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues.
- Directs and manages the purchase of supplies, materials and equipment for the City.
- Oversees the selection, training and evaluation programs for all Finance personnel; provides or coordinates staff training; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state and local laws, codes and regulations; interprets and enforces a variety of laws, codes, ordinances, regulations and standards.
- Directs and participates in all financial management and information system activities; manages and coordinates the City's investment portfolio, administers debt financing programs and secures tax-exempt and other types of financing; reviews, evaluates and recommends improvements to administrative and financial internal control systems and procedures; directs and participates in the preparation of a specific studies, fiscal and budgetary analyses and projections.
- Serves as liaison with federal, state, regional, county, city and special district agencies; provides responsible and complex staff support to the City Council, City Manager and Department managers; develops recommendations for policies, laws, ordinances, resolutions and programs related to Finance activities.
- Prepares and administers the Finance budget; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary; plan, organize and develop the City's annual operating and capital improvement budgets.
- Serves as a financial resource for department personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Services as a member of the City's management team; provides information and recommendations regarding operations; assists with City decision-making.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of finance; responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints; establishes and maintains a customer service orientation within the Department.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Finance**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in financial management, including at least three years in an administrative or supervisory capacity, and a bachelor's degree in accounting, business administration, finance, public administration or related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of finance and information system administration, organization and operation; principles and practices of general, fund, cost and governmental accounting; principles and practices of auditing and financial control; principles and practices of budget administration; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations, including those related to municipal financing, utility billing; methods and techniques of scheduling work assignments; standard

office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Finance Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; analyze complex financial and information system issues, make adjustments to standard operating procedures as necessary to improve organizational effectiveness; facilitate group participation and consensus building; attend evening meetings as required; prepare clear, concise and complete financial statements, reports and written materials; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications, including a variety of complex financial and accounting programs.

DIRECTOR OF ADMINISTRATIVE SERVICES

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the City's Administrative Services Department, including personnel, risk management, City Clerk and internet services (IT); coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Manager/Executive Director RDA; serves as a technical resource for assigned staff; performs other related duties as required. May also serve as the City Clerk.

DISTINGUISHING CHARACTERISTICS:

The Director of Administrative Services is the department head level class that oversees all functions and operations of the Administrative Services Department and is responsible for all IT, personnel and City Clerk functions for the City and the City's risk management program. This classification is distinguished from the next higher classification of City Manager/Executive Director RDA in that the latter has overall responsibility for administering the City's operations. FLSA status – exempt.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager/Executive Director RDA. Exercises direct and indirect supervision over professional, technical, and office support staff.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

- Accepts full responsibility for all Administrative Services Department activities and services, including risk management, personnel and City Clerk function.
- Develops, implements and maintains Administrative Services Department goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.
- Prepares, manages and coordinates the development of the citywide and Administrative Services budgets; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Plans, directs and coordinates the Administrative Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates organizational effectiveness and

productivity; identifies and resolves problems and/or issues.

- Maintains the City's insurance and safety programs; manages all claims filed against the City for liability and worker's compensation.

- Reviews, recommends, and approves all purchases for the Department in accordance with purchasing policies and procedures.

- Serves as a resource for department personnel, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.

- Attends and participates in professional and community meetings; stays current on issues relative to the field of administrative services and service delivery responsibilities; maintains a customer service orientation within the department; responds to and resolves sensitive and complex community and organizational inquiries and complaints; manages the City's IT services.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking on slippery, level and uneven surfaces, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. The position also requires both near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds is also required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Director of Administrative Services. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in financial or business management, including at least two years in a responsible management capacity, and a bachelor's degree in public administration, business administration or a related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: (The following are a representative sample of the KAS's necessary to perform essential duties of the position.)

Knowledge of:

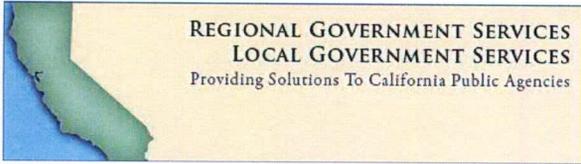
Modern principles and practices of risk management and safety; principles and practices of budget administration; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations, including governmental grant requirements; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Administrative Services Department; analyze complex financial and administrative issues, facilitate group participation and consensus building; participate in the establishment of division and/or department goals, objectives, policies and methods for evaluating achievement and performance levels; interpret, explain and apply applicable laws, codes and regulations; plan, organize, train, evaluate and direct work of assigned staff; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and variety of word processing, analytical and financial software applications.



Email: RAverett@rgs.ca.gov
PO Box 1350
Carmel Valley, CA 93924

Business: 831/308-1508
Fax: 831/308-1509
RECEIVED
NOV - 2 2012
BY: _____
PO Box 1077
Camarillo, CA 93011-1077

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- Expert Services: RGS serves exclusively public sector agencies with its team of public sector experts.
- Innovation: RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- Customer Driven: RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- Perseverance: Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- Open Source Sharing: RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- Commitment: government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- Pre-contract meetings either in person or by phone to ensure our working relationship starts on firm footing. RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS operates candidly, and will be open with what we can and cannot do. RGS is committed to honest interaction.
- When our employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each other's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental joint powers agency evolving to meet upcoming local government needs. RGS has carefully constructed policies and procedures to allow us maximum flexibility to meet your needs. In doing this, we must recover our costs, which are kept to a minimum so client agency revenues are used wisely. We receive no tax revenues or client subsidies.



CITY OF HUGHSON AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: August 26, 2013
Subject: Public Hearing to Introduce and Waive First Reading of Ordinance No. 2013- 04 Amending Hughson Municipal Code Title 6: Animals
Presented By: Raul L. Mendez, City Manager
Approved By: _____

Background and Overview:

In October 2009, the City of Hughson, the County of Stanislaus and the cities of Modesto, Ceres, Patterson and Waterford formed a Joint Powers Agency (JPA) for animal services. The Department of Animal Services became the Stanislaus Animal Services Agency.

As a member of the JPA, the City of Hughson adopted the county animal ordinance as an ordinance of the City. The County recently reviewed and updated the ordinance for Animal Services. The review and update of the county ordinance for Animal Services has been an ongoing process for the past year, with great involvement of county staff, county counsel, city staff, and city attorneys.

A proposed model ordinance was developed for Animal Services to support a humane system that promotes public health and safety in the community. The development of this model for Animal Services reflects the partnership and a commitment to animal welfare that is respected by each community. Furthermore, it included technical amendments to make it more consistent with the current Joint Powers Agency relationship amongst Stanislaus County and the cities of Hughson, Modesto, Ceres, Patterson, and Waterford. The primary substantive changes are the new administrative citation process for a dog license and rabies vaccination and the inclusion of procedures for the humane handling of stray cats.

The Stanislaus Animal Services Agency Board considered the proposed model ordinance and an administrative citation ordinance for violations of dog license and rabies vaccinations at its regular meeting on March 21, 2013. The recommendations were approved and adopted by each of the member agencies. JPA Board Members were directed to bring the model ordinance and administrative citation process to the Stanislaus County Board of Supervisors and respective City Councils for a public hearing. Shortly thereafter, on June 20, 2013,

the JPA Board approved another code section that establishes and clarifies the procedures for the disposition of stray cats.

California statutes require counties and municipalities to provide animal control services for the protection of public health and safety and for the protection of animals. The main laws are CA Health and Safety Codes 121575-121710 with a particular emphasis on 121690 (e) - which includes the duty to maintain a "pound system" and a "rabies control program." These laws also form the basis of the required dog licensing program that is for monitoring of rabies vaccination compliance. Rabies control programs include: operation of the animal shelter, animal bite reporting and investigation, stray dog control, animal rabies investigations, quarantine of biting dogs and cats and other animals potentially exposed to rabies, and providing rabies shot clinics.

Stanislaus Animal Services Agency has identified a need for enhanced enforcement to assist in dealing with recurring code violations for rabies vaccinations and dog licenses. Discussions with the surrounding cities led them to conclude that use of the administrative citation process would greatly benefit the cities and county in addressing these issues. Animal Services for the City of Fremont, a joint powers agency was challenged with these same difficult situations. They implemented a dog license program that increased revenue and compliance nearly 300% through the use of administrative citations. Faced with similar problems, cities and counties around the state have successfully implemented administrative citation programs that serve as an alternative method of enforcement. The intent for Stanislaus Animal Services Agency is to issue administrative citations for the two most common violations of no proof of rabies vaccination and dog license.

The proposed Administrative Citation program will enable the team to issue citations for dog owners with a monetary penalty if the violations are not corrected within the established timeframe and without a dog owner signature. Pursuant to Government Code Section 53069.4, the Ordinance's new section regarding Administrative Citations and Penalties will expedite compliance for violations by implementation of monetary penalties, and the establishment of reasonable timelines for compliance.

Discussion:

Administration Citation

Stanislaus Animal Services Agency evaluated the feasibility of an administrative citation program, in comparison to the existing process. Administrative citations would provide the necessary tool to allow the Agency to expedite compliance to secure a dog license and rabies vaccination, the two most common enforcement challenges for Animal Services.

The current process to enforce dog licenses and rabies is labor intensive. The existing enforcement process requires Animal Services staff to issue courtesy notices to all dog owners not available for signature with an unlicensed dog and no proof of rabies. No monetary penalty is attached to a courtesy notice. Members of

the canvassing team travel to surrounding neighborhoods on a regular basis to educate the public on the importance of obtaining a dog license and rabies vaccination. In 2012, Animal Services issued over 3,000 courtesy warning notices versus citations to the community, because citizens were not available for signature. A courtesy notice does not have any monetary consequences if ignored. The notice instructs the dog owner to correct violations within 30 days. After 30 days, if the violation has not been corrected then a second attempt to establish contact with a dog owner is often met with the same results as the first visit. This multi-step process can drag out with little hope for a prompt resolution of the underlying violation. Furthermore, the current process is not cost-effective.

The proposed new ordinance would eliminate the necessity of contact to be established with a dog owner to issue a citation. The benefit of an administrative citation process is that the lack of a signature in no way affects the validity of the citation or process. Notices of administrative citations may be received by the responsible party through personal delivery, certified mail, or the posting of a notice on the affected property. This is an incredible tool since it minimizes the time needed to contact citizens who are commonly not receptive to receiving a citation. The administrative remedies process requires due process. There are appeal rights, but the process is much more efficient than the common "notice to appear" citation process currently in place.

Administrative citations would replace the current process of issuing courtesy warning notices. Instructions would accompany each citation to explain how to obtain compliance for proof of a rabies vaccination and dog license. The citation provides additional incentive for compliance by imposing monetary penalties if the notice is ignored. The administrative violations are designated as infractions and would impose administrative penalties not exceeding one hundred (\$100) for a first violation; two hundred (\$200) for a second violation, and five hundred (\$500) for each additional violation within one year. Each day that a violation continues would be considered a separate violation of the Code. This remedy can be used in conjunction with other methods so that concurrent or consecutive methods can be used to achieve compliance on continuing violations.

The ordinance would require that residents be given the opportunity to correct code violations before a penalty is issued. The ordinance includes procedures for appeals of citations to an impartial hearing officer. Such hearings would provide persons who believe the citation is not warranted to present their case to the hearing officer. A Hearing Officer's decision may also be appealed to the Stanislaus Superior Court.

In order to comply with due process requirements, the use of administrative remedies and penalties require that the local enforcement provide; adequate notice of the violation, the proposed penalty and the corrective action, a right to an impartial hearing and the right to appeal. The party responsible would be issued a citation describing the date, location and specifics of the violation; the date by which correction is to be made; the monetary consequences of the failure to comply and the appeal process. The goal of the program is compliance, rather than the imposition of a penalty. A monetary penalty would only be imposed when

the responsible party fails or refuses to make the necessary corrections within 30 days.

The impact of the proposed ordinance would be to create an administrative citation enforcement program to maximize code compliance, and protect public safety in a more timely, efficient and effective manner than the existing code enforcement process.

The development of a comprehensive administrative citation program would provide an additional tool for Animal Services, which encourages compliance thereby enhancing public health and safety. Under this proposed ordinance, the Agency would have the authority to issue administrative citations for violation of a dog license and rabies vaccination.

The Agency would be responsible for tracking and collecting administrative penalties. No additional staffing is being requested to begin immediate implementation of this program. The workload may be minimal in the early stages of implementation and may be done within current resources.

Disposition of Stray Cats

In response to a recurring issue throughout Stanislaus County regarding the humane handling and disposition of stray cats, the Stanislaus Animal Services Agency worked with the city jurisdictions and partner groups to develop a reasonable protocol and procedure. For purposes of this section of the ordinance, a "stray cat" is defined as a cat that is running loose and at large with no owner present, and/or a cat that is trespassing on another's property. Under the proposed section, individuals that contain a stray cat should adhere to the following procedures: (1) as soon as possible release the cat or return the cat to the owner, if known, and (2) if the owner is not known, then not later than the next business day, transport the cat to the animal shelter and provide the date, time and location of when and where the cat was contained. Violation of this proposed code section would constitute an infraction enforceable by other provisions contained in the ordinance. The "stray cat" code section also recommends that the person who sets the trap take reasonable measures to notify neighbors of such action and attempt to locate the owner of the contained cat before transporting the cat to the animal shelter. These procedures are intended to assist with addressing this recurring community issue in the Stanislaus County and direct residents accordingly.

Fiscal Impact:

The Fiscal Year 2013-2014 Stanislaus Animal Services Agency adopted budget totals \$3,320,707 which is funded by \$1,182,674 in estimated revenue and \$2,138,033 in partner contributions. For the City of Hughson, projected expenses and estimated revenue were \$56,809 and \$29,092, respectively, resulting in an annual contribution of \$27,717 in the current fiscal year. Revenue is typically generated from various sources including donations, fines, penalties, and fees. Although the impact of the new ordinance amendments are not known at this time,

it is anticipated that additional revenue will be generated through the improved proposed methods to ensure compliance.

Staff Recommendation:

Introduce and waive the first reading of Ordinance No. 2013-04 amending Title 6 of the Hughson Municipal Code – Animals.

**CITY COUNCIL
CITY OF HUGHSON
ORDINANCE NO. 2013-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON AMENDING
HUGHSON MUNICIPAL CODE TITLE 6: ANIMALS**

WHEREAS, in October 2009, the County of Stanislaus and the Cities of Hughson, Modesto, Ceres, Patterson, and Waterford formed a Joint Powers Agency (JPA) for animal services; and

WHEREAS, as part of the JPA, the City of Hughson adopted the county animal ordinance as an ordinance of the City; and

WHEREAS, as the community changes, it becomes necessary to clarify and update various ordinances to meet those changes and have ordinances in place that reflect the community's needs; and

WHEREAS, the County has reviewed and updated the County ordinances for Animal Services; and

WHEREAS, the primary substantive change is the new administrative citation process for a dog license and rabies vaccination; and

WHEREAS, the City Council desires to amend Title 6 of the City's Municipal Code to adopt the County's animal services ordinance as the ordinance of the City.

The City Council of the City of Hughson, DOES HEREBY ORDAIN as follows:

Section 1: Adoption: This Ordinance does hereby amend Title 6 to read in full as follows:

Chapter 6.04 GENERAL PROVISION

6.04.010 Stanislaus Animal Services Agency is created.

Stanislaus County and its city member partners Hughson, Modesto, Patterson, Ceres, and Waterford created a joint powers agency known as Stanislaus Animal Services Agency ("SASA"). SASA was formed to jointly operate and manage an animal shelter for the partners' and their respective residents' mutual benefit and to provide animal services needed or requested by each partner, pursuant to the Joint Powers Agreement dated October 27, 2009. On behalf of the city, SASA is specifically authorized and charged with the enforcement and administration of this title and the laws dealing with animals. SASA is appointed to be the department of animal services for the city.

6.04.11 Expenses.

Whenever, pursuant to this title and the contract entered into between the city and Stanislaus County, the city incurs costs due to violation of this title by any owner, the costs shall be a charge against the owner, and the city may recover such costs by any legal process.

6.04.15 Stanislaus Animal Services Executive Director

The animal services executive director (sometimes referred to as “director”) is employed as the chief administrative officer of SASA. The director’s position is created in the unclassified service of the county; and who shall be appointed by resolution of the board of SASA. The animal services executive director shall hold office at the pleasure of the board of SASA. As a county employee, the salary of the animal services executive director and the staffing levels of SASA shall be as determined by resolution of the board of SASA. For purposes of this title, any reference to animal services executive director shall include his or her authorized staff, unless otherwise noted.

6.04.016 Animal Services Executive Director—Supervision Authority.

The SASA staff shall be county employees for all intents and purposes. These SASA staff shall be under the supervision of the animal services executive director, that is, the director himself or herself.

6.04.017 Animal Services Executive Director—Duties. (Formerly 6.16.020)

The animal services executive director is primarily responsible for the enforcement and administration of this title. In conjunction with the duties set forth by the board of SASA, his/her duties shall include but not be limited to the following:

- A. To administer the animal shelter and keep such records as may be required by law and the Board of SASA;
- B. To take up and impound animals when authorized by this title;
- C. To remove and dispose of the carcass of any animal found on any public highway, street, alley, or any other public place in the city or unincorporated area of the county;
- D. To quarantine animals and to cooperate with the county health officer;
- E. To administer licensing programs as delegated by the licensing authority; and
- F. To provide opportunities for owners to find lost animals and for those who find lost animals to return them.

6.04.020 Animal Shelter Maintained.

On behalf of the city as a member partner, SASA shall maintain a suitable animal shelter for impounding animals.

6.04.030 Establishment of Regulations.

The Board of Supervisors acknowledges that SASA and its board may establish by resolution, regulations for the administration and implementation of this title. SASA regulations, when adopted, shall become and thereafter be a part of this title. A copy of the regulations established by resolution of the board of SASA shall be filed with the clerk of the board of SASA and with the clerk of the board of supervisors and be available for inspection at the animal shelter and shall be available at City Hall.

6.04.040 Enforcement.

The animal services executive director and animal services authorized staff and the county health officer and his or her deputies are empowered, and it shall be their duty, to enforce the provisions of this title. Any person whose duty it is to enforce the provisions of this title may at any reasonable time enter upon private property for such purpose. It is unlawful for any person to interfere with, oppose, or resist any authorized person enforcing this title.

6.04.050 Authority to Pursue Animal.

Any person charged with the duty to enforce this title who is in pursuit of an animal, shall have the authority to go upon the property of the owner or other person, in order to impound such animal; provided, however, he shall not enter a dwelling without a search warrant and he shall exercise reasonable care to avoid causing damage to the property.

6.04.060 Authority to Arrest and Issue Notices to Appear.

Pursuant to the provisions of California Penal Code Section 836.5, the animal services executive director, the health officer and his or her deputies, and a duly appointed state humane officer, law enforcement officers, and animal services authorized staff as defined in section 6.08.170 of this title, are authorized to arrest without a warrant and issue a written notice to appear whenever any such person has reasonable cause to believe that the person to be arrested has committed a misdemeanor in his or her presence, which is a violation of this title or a violation of any other ordinance or statute, which he or she has the duty to enforce.

6.04.070 Equipment to Impound Authorized.

Any person charged with the duty to enforce this title may use any humane equipment or device necessary to take up and impound an animal.

6.04.080 Firearms Authorized.

The animal services executive director and staff that he or she may specifically designate in writing are authorized to carry weapons when acting in the course and scope of their employment pursuant to Section 26025 of the Penal Code.

Chapter 6.08 DEFINITIONS

6.08.010 Generally.

The words and terms used in this title shall have the meaning stated as set forth in this chapter, unless the meaning is clearly intended to be otherwise.

6.08.020 Department of Animal Services. (repealed)

6.08.030 Animal Shelter.

“Animal shelter” means a facility operated by SASA for the impoundment, relinquishment, quarantine, and adoption of animals.

6.08.050 Health Department.

“Health department” means the health department of the county.

6.08.060 Health Officer.

“Health officer” means the county health officer and his/her authorized deputies.

6.08.070 Impoundment.

“Impoundment” means the taking up and holding of an animal by the animal services executive director in accordance with the provisions of this title or other applicable laws or regulations.

6.08.080 Kennel.

“Kennel” means a place where three or more dogs or cats over four months of age are kept for commercial or noncommercial purposes. The term “kennel” shall not apply to animal shelters operated by governmental agencies, nonprofit societies for the care of stray animals or to veterinary hospitals.

6.08.090 Licensing Authority.

“Licensing authority” means the SASA and its animal services executive director.

6.08.100 Animal Ownership.

A. "Animal owner" or "owner" for purpose of this title means any person harboring, keeping or providing care or sustenance to a domestic animal for fifteen consecutive days or more on property within the jurisdiction of the city. Such a person shall be subject to the requirements of this title. This definition does not apply to government agencies, animal rescue organizations which have demonstrated to SASA that they have implemented an ongoing spay/neuter program as well as an adoption program, or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110 and successor sections, or persons who provide licensed boarding, kennel, training or veterinarian services for the owners of dogs and cats.

B. Subdivision (A) of this section shall not be interpreted to apply to a person caring for barn cats or a colony of feral cats if such person:

1. Registers with SASA as a caretaker for barn cats or feral cats;
2. Regularly feeds or arranges for the feeding of the cats, including on weekends and holidays;
3. Traps or makes a reasonable effort to trap all barn or feral cats over the age of seven weeks in his/her care, and has them spayed or neutered;
4. Makes a reasonable effort to test all trapped cats for feline leukemia and FIV and has those who test positive humanely euthanized or isolated indoors;
5. Identifies barn or feral cats that have been spayed or neutered by means of ear notching, ear tipping, or ear tagging; and
6. Has all trapped cats vaccinated according to state and local laws.

6.08.110 Person.

"Person" means one or more human beings and all fictional entities such as corporations, estates, associations, partnerships and trusts.

6.08.120 Rabies Vaccination.

"Rabies vaccination" means the inoculation of an animal with a rabies vaccine approved by and in the manner prescribed by the California State Department of Public Health.

6.08.130 Veterinarian.

“Veterinarian” means a person licensed to practice veterinary medicine in the state.

6.08.140 Guide Dog.

“Guide dog” means any guide dog or seeing-eye dog, which was trained by a person licensed under the provisions of Chapter 9.5 (commencing with Section 7200) of Division 3 of the Business and Professions Code, or as defined in the regulations implementing Title III of the Americans with Disabilities Act of 1990.

6.08.150 Signal Dog.

“Signal dog” means any dog trained to alert a deaf person, or person whose hearing is impaired, to intruders or sounds.

6.08.160 Service Dog.

“Service dog” means any dog individually trained to the requirements of a person including but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items. A “service dog” is also any dog individually trained to do work or perform tasks for the benefit of an individual with a disability, or any dog approved by the animal services executive director, which he/she believes to come within the definitions listed, after consultation with knowledgeable professionals.

6.08.170 Animal Services Authorized Staff.

The animal services executive director shall appoint suitable persons to act as animal services authorized staff. All animal services authorized staff shall enforce this title.

Chapter 6.12 ADMINISTRATION

6.12.010 Records of Stanislaus Animal Services Agency.

The animal services executive director shall keep records concerning the operation of the animal shelter as set forth by statute or regulations established pursuant to section 6.04.030.

6.12.020 Information on Animal Care.

The animal services executive director is authorized to distribute to the people of the city brochures and information pertaining to care and control of animals.

6.12.030 Notice—Administrative Hearings and Appeal of Administrative Decision.

A. Notice of Hearing. The animal services administrative hearing, hereafter called Animal Court, shall be a public hearing, administered by SASA. The hearings shall be held on the first Wednesday of each month. The person issued the citation shall

have at least thirty days from the date on the citation (the date of issuance) to appeal the violation(s). Upon receipt of the written appeal, the matter will be set for hearing at the next Animal Court. Notice of the hearing shall be issued in person or by mail through the U.S. Postal Service.

The alleged violator who requests a hearing shall be responsible for the cost(s) of the hearing and will be required to leave a deposit in the amount shown in the fee schedule for the alleged violations, chapter 6.50 of this code as may be amended by the county, unless a lesser amount is permitted to be deposited at the discretion of the animal services executive director or designee. If the alleged violator fails to appear at the scheduled hearing, the deposit shall be forfeited and any additional fees owed for the alleged violation(s) will be the violator's responsibility to pay. If the alleged violator appears at animal court and is found guilty of the offense charged, the fees imposed by the animal court will be deducted from the deposit. If the fees imposed by animal court exceed the amount of the deposit, the alleged violator will be responsible to pay the difference. If the fees imposed are less than the deposit, the difference will be refunded to the person. If the person is determined to be not guilty, the deposit will be refunded.

B. Hearing Procedure. The following sets forth the procedural rules applicable to the administrative hearing:

At the date, time and place set for the hearing, one of at least three hearing officers, appointed by the board of SASA, assigned to the hearings in a fixed rotational order, shall hear testimony and receive evidence presented by the alleged violator appealing the issuance of a citation, SASA and/or a third party complainant. At the outset of the hearing, the alleged violator may challenge the hearing officer first assigned to the matter. As a result, the hearing may be continued until the next month to be held before the hearing officer next in order. The hearing officer shall review all evidence introduced at the hearing of each alleged violation of this title in order to determine whether the alleged violation conforms to the law and whether it is supported by substantial evidence. The Animal Court shall record the hearing in a suitable format and shall preserve the recording, all photographs and other documentary evidence introduced at the hearing for the thirty-six (36) month period immediately following closure of the hearing.

The Animal Court shall render a written decision upon conclusion of the hearing; unless it is determined that further investigation into the matter is warranted. If this occurs, the matter will be continued until the next scheduled hearing at which time the new evidence shall be presented to the hearing officer and then a written decision shall be rendered. Any and all costs incurred by SASA, including fines, shall immediately become payable to SASA. Any person not making immediate payment shall be subject to approved collection procedures.

The written decision rendered by the hearing officer shall contain findings of fact and conclusions of law. The decision shall also set forth the right to appeal the decision of the Animal Court to the board of SASA. A copy of the decision shall be mailed, by certified mail, to the last known address of the alleged violator/owner(s) of the animal and any third party complainant.

C. Appeal Procedure. Decisions of the Animal Court may be appealed to the board of SASA. The appeal shall be filed with the clerk of the board of SASA within fifteen days after the mailing of the decision of the Animal Court provided the appellant follows the following steps:

1. Delivers to the clerk of the board of SASA within fifteen days after the decision is made orally at the hearing, or if mailed then 20 days, a written appeal which clearly sets forth the reasons for the appeal; and
2. The appellant shall be responsible for the cost(s) of the appeal.

Upon receipt of the appeal, the clerk of SASA will schedule a hearing de novo. The hearing de novo panel shall be comprised of three panel members--two Animal Court hearing officers, other than the one who presided over the subject Animal Court hearing, and one member currently sitting on the Board of SASA and who does not represent the jurisdiction in which the citation was issued. If one of the hearing officers was challenged before the first hearing, that hearing officer remains ineligible to sit on the hearing de novo panel. If required, a second SASA Board member, who also does not represent the jurisdiction in which the citation was issued, will sit as the third panel member.

The appeal hearing shall be heard within sixty days after the appeal is filed with the clerk of the Board of SASA.

If upon appeal the de novo hearing panel finds that no violation exists, then the costs of the appeal and the record shall be borne by SASA, and all assessed fees shall be refunded to the appellant.

If upon appeal the de novo hearing panel finds there was a violation and the appellant desires to further appeal, that appeal shall be to the Stanislaus County Superior Court.

D. Potentially Dangerous and Vicious Dogs. If a petition is to be filed alleging probable cause to believe that a dog is potentially dangerous or vicious pursuant to Food and Agricultural Code, Division 14, Chapter 9, commencing with Sections 31602 et seq., and specifically Section 31621, the petition shall be filed with the clerk of the board of SASA. The hearing shall be held before Animal Court to dispose of the petition. Animal Court shall notify the owner or keeper of the dog that a hearing will be held under the provisions set forth Sections 31621 and 31622. In order that such hearing is held timely, the hearing may take place, after proper service of the notice and a copy of the petition, at a special session of Animal Court. An appeal from an Animal Court's determination on this issue shall be to the Stanislaus County Superior Court as set forth in Section 31622, not before the board of supervisors or the city council or the board of SASA.

6.12.040 License Renewal or Suspension.

Whenever provision is made in this title for a license or permit, such license or permit shall be renewed annually thereafter or at the next succeeding regular renewal date as provided by law by the licensing authority. The animal services executive director or the health officer may revoke or suspend a license whenever such action is necessary to protect the public health and safety or to accomplish the purposes of this title.

Chapter 6.14 ADMINISTRATIVE CITATIONS AND PROCEDURES

6.14.010 Purpose of this Section.

The SASA has the authority to provide animal control and enforcement of title 6 of the Hughson Municipal Code. As part of the administration of SASA, violations of chapter 6.20 and section 6.36.050 of this title may be punishable by administrative citation.

6.14.020 Definitions

A. "Administrative Citation" for purposes of this chapter shall mean a civil citation issued pursuant to this chapter and section stating that there has been a violation of one or more provisions of this title and setting the amount of the administrative penalty(ies) to be paid by the responsible party.

B. "Responsible party" shall mean any individual(s) who owns the animals for which an administrative citation under this title is being written.

C. "Enforcement Officer" shall mean the SASA, its executive director and SASA staff who are authorized to enforce this title 6 of the Hughson Municipal Code.

D. "Hearing officer" means the individual who shall conduct the administrative citation appeal hearings and other administrative hearings pursuant to this chapter and shall render decisions pursuant to the applicable administrative hearing procedures set forth in this chapter.

6.14.030 Administrative Citation Penalty-Amounts

A. Any responsible party violating chapter 6.20 and section 6.36.050 may be issued an administrative citation by an enforcement officer, in accordance with the provisions of this section.

B. Each and every day a violation of the provisions of chapter 6.20 and/or section 6.36.050 exists constitutes a separate and distinct offense and shall be subject to citation.

C. The enforcement officer may issue a citation for a violation not committed in their presence, if the enforcement officer has determined through the investigation that the responsible party did commit or is otherwise responsible for the violation. The enforcement officer may issue administrative citations alone or in addition to all other

enforcement proceedings available to them in this code, or by state or federal law, whether administrative, civil or criminal in nature.

D. Unless provided otherwise in this code, administrative penalties for the violation under chapter 6.20 and section 6.36.050 of this title would be punishable as an infraction and shall be assessed as follows:

1. One hundred dollars for a first violation;
2. Two hundred dollars for a second violation of the same ordinance within one year;
3. Five hundred dollars for each additional violation of the same ordinance within one year.
4. The maximum fines imposed in this section are based upon the provisions of Section 25132 of the Government Code and will be increased automatically and without amendment to this section upon any amendment to Section 25132 of the Government Code increasing the amount of fines permitted.

E. The responsible party shall be provided an opportunity to correct the violation prior to the imposition of the administrative penalty as follows :

1. If a responsible party fails to correct a violation within thirty (30) days after an administrative citation is served under this section, 6.12.050, the administrative penalty established by the citation shall become effective and due immediately. Administrative citations for additional violations of the same ordinance shall not be served with less than thirty (30) days passing between subsequent citations. The administrative penalty shall not exceed \$800.

2. The administrative penalty, or any portion thereof, for a violation which has become effective following the thirty-day (30) corrective period may be waived by the executive director, or his/her designee(s), in his/her sole discretion only if the responsible party corrects the violation in accordance with all conditions established by the enforcement officer.

6.14.040 Content of Citation.

A. The administrative citation shall be issued on a form approved by the animal services executive director in consultation with the office of county counsel. The administrative citation form shall contain the following information:

1. The name, if known, and mailing address of the responsible party.
2. The administrative citation shall refer to the date(s) and location of the violation and the approximate time(s), if applicable, that the violation was observed.

3. The administrative citation shall identify each violation by the applicable section number of this title in this code and by either the section's title or a brief descriptive caption.

4. The administrative citation shall describe the action(s) required to correct the violations, including the how, where, to whom, and within what number of days the penalty shall be paid and consequences of failure to pay the penalty within this time period.

5. The administrative citation shall require the responsible party to immediately correct the violation where appropriate, or otherwise indicate a reasonable compliance deadline date and shall explain the consequences for failure to correct the violation.

6. The administrative citation shall state the amount, if any, of the penalty imposed for the violation. Multiple violations may be listed on the same citation form. In the event of multiple violations, the administrative citation shall list the penalty amount, if any, for each violation and the total amount of all the penalties. However, different citations are to be written for each different dog of the same owner(s).

7. The administrative citation shall identify all appeal rights and include instructions on how to appeal the citation, including instructions regarding the advance deposit hardship waiver.

8. The administrative citation shall contain the printed name and the signature of the enforcement officer issuing the citation and, where reasonably possible, obtain the signature of the responsible party, if he or she or they can be located.

9. The administrative citation shall be served upon the responsible party.

B. Service of Citation

1. Service of an administrative citation may be made upon the responsible party either by personal delivery or by first class mail, postage prepaid, return receipt requested, and shall be deemed completed when it is personally delivered to the responsible party, or, if mailing is used, five days after deposit in the mail for mailing to an address within California or ten days after deposit for mailing to an address outside California. If the copy of the administrative citation sent by certified mail to a responsible party is returned by the United States Postal Service with the mail receipt unsigned, or marked "unclaimed" and/or "refused," then service by first class mail shall be deemed effective provided it is also not returned by the United States Postal Service.

2. In lieu of personally serving the responsible party by personal delivery or first class mail, postage prepaid, service of the administrative citation, and any amended or supplemental citation, may be made by substituted service using the

methods described in Sections 415.20 through 415.95 of the California Code of Civil Procedure.

3. The failure of any responsible party to receive a copy of the administrative citation shall not affect the validity of the proceedings.

C. Administrative Citation Penalties and Costs.

1. If the violation is not corrected within the time limits established in 6.14.030 E.2, then additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified below.

a. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action by the Enforcement Officer.

b. The penalties assessed shall be due to SASA within 30 calendar days from the date the administrative citation is issued.

c. Except as provided below, any responsible party who fails to pay to SASA any penalty imposed pursuant to the provisions of this section shall be liable for payment of the applicable late payment charges as follows:

(i.) For payments received within 30 days after the due date, a late fee is due according to the current fee schedule.

(ii.) For payments received more than 30 days after the due date, a late fee is due according to the current fee schedule.

6.14.050 Administrative Appeal of Administrative Citation.

A. Notice of Appeal. Any responsible party to whom the administrative citation has been issued may appeal the administrative citation by completing and filing a written notice of appeal form with SASA.

1. The written notice of appeal must be filed within 20 calendar days of the date the administrative citation was served in a manner set forth in paragraph E, above and in this section. The written notice of appeal shall be filed together with an advance deposit, for the full amount of the penalty stated on the administrative citation.

2. Failure to file a written notice of appeal and the full amount of the advance deposit within this time period shall constitute a waiver of the right to appeal the administrative citation. As a result of failing to appeal an administrative citation, the administrative citation automatically becomes a final administrative order twenty-five (25) calendar days after service.

3. Any administrative citation penalty that has been deposited shall be refunded if it is determined, after a hearing, that the responsible party charged with the violation was not responsible for the violation or that there was no violation as charged

in the administrative citation. The time requirement for filing a written notice of appeal form shall be deemed jurisdictional and may not be waived.

B. Advance Deposit Hardship Waiver. Any responsible party intending to appeal an administrative citation and who is financially unable to make the advance deposit as required by this section may file a written request for an advance deposit hardship waiver. The written request must be filed before filing the written notice of appeal. The written request shall be filed with the animal services executive director of SASA. A SASA-approved form shall be made available for this purpose and conform to the requirements of Section 68511.3 of the Government Code or at minimum shall contain the same elements as the application form for waiver of court fees and costs prepared by the Judicial Council of California for use in California courts. The person requesting the advance deposit hardship waiver shall indicate on the corresponding notice of appeal that an advance deposit hardship waiver request has been submitted.

C. Advance Deposit Hardship Waiver Evaluation Procedures. Pending a decision by animal services executive director, or the director's designee, to grant or deny the request, the advance deposit requirement shall be stayed and no administrative hearing shall be scheduled. The animal services executive director, or the director's designee, may waive the advance deposit requirement and issue a waiver only if the person requesting the waiver submits to the animal services executive director's attention a sworn affidavit, together with any supporting documents or materials, reasonably demonstrating to the director the person's actual financial inability to submit the advance deposit in advance of the appeal hearing. Within ten days of receipt of the advance deposit hardship waiver request, the animal services executive director, or the director's designee, shall issue a written decision to grant or deny the request. If the request is denied, the written decision shall explain the reason(s) for denial of the waiver and shall state the due date for payment of the advance deposit. The written decision of the animal services executive director, or the director's designee, shall be sent via first class mail to the requesting party and shall be final. An administrative hearing shall not be scheduled until the advance deposit is received. If the request is denied and the advance deposit is not remitted within the time frame indicated in the written decision, the right to an appeal shall be deemed waived and payment of the administrative penalty shall become due immediately. The amount due shall be subject to all applicable late fees, which shall accrue from the original due date as indicated on the administrative citation.

D. Contents of Notice of Appeal. The notice of appeal shall be submitted on SASA-approved forms and shall contain the following information:

1. A brief statement setting forth the responsible party's (hereinafter "appellant") interest in the proceedings;

2. A brief statement of the material facts that the appellant claims supports their contention that they did not commit, cause, or otherwise allow a violation of one or more provisions of chapter 6.20 and/or section 6.36.050 of this title to occur, exist, or continue as alleged in the administrative citation at issue; or that they are not a responsible party as defined paragraph B.2 of this section.

3. A mailing address at which the appellant agrees that notice of any additional proceeding, or an order relating to the imposition of an administrative citation penalty, shall be received and accepted by the appellant by first class mail.

4. The notice of appeal must be signed and dated by the appellant.

E. Administrative Hearing. Upon SASA's receipt of a timely, written notice of appeal from the appellant, an administrative hearing shall be held as follows:

1. Hearing Date. The hearing shall be held at the day, time and place of Animal Court in chapter 6.12, section 6.12.030 of this title, or unless set forth otherwise at the animal services executive director's discretion, and not later than 60 days from the date the notice of appeal is received by SASA, unless otherwise stayed by the timely submission of an advance deposit hardship waiver, as indicated above.

2. Notice of Hearing. Notice of the administrative hearing shall be given to the appellant at least ten (10) calendar days before the hearing. The notice may be delivered to the appellant or mailed by first class mail to the address listed in the notice of appeal. Neither personal service nor service by certified mail shall be required.

3. Hearing Officer. One of three hearing officers, appointed by the board of SASA, in a fixed rotational order, shall hear testimony presented by SASA and the appellant appealing the issuance of the administrative citation. The appellant may challenge the hearing officer first assigned to the matter. If so challenged, the hearing may be continued until the next month to be held before the hearing officer next in order. The animal services executive director, through the SASA's contracting process, will contract with administrative hearing officers to conduct administrative hearings. The recommendation of the hearing officer shall be deemed adopted by the board of SASA, to whom the board of supervisors has delegated this authority and power for purposes of administrative citations under this title, without further notice.

4. Conduct of the Hearing.

a. The enforcement officer who issued the administrative citation shall not be required to participate in the administrative hearing. The contents of the enforcement officer's case file shall be admitted as prima facie evidence of the facts stated therein. The hearing officer shall not be limited by the technical or formal rules of evidence. SASA shall bear the burden of proof at the administrative hearing to establish the existence of a violation of chapter 6.20 and/or section 6.36.050 by a preponderance of the evidence. The hearing officer shall have the discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will cause an undue consumption of time. The enforcement officer establishing or confirming the occurrence or existence of a violation of this title (or city municipal code number) shall be deemed the complaining or reporting party.

b. Provided that proper notice of the administrative hearing has been served as required by this section, an appellant who fails to appear at the

administrative hearing shall be deemed to have waived each of the following: the right to such hearing, the adjudication of issues presented at the hearing, and any and all rights afforded to the appellant under this section. The appellant shall also be deemed to have failed to exhaust their administrative remedies.

c. Notwithstanding paragraph E.4.b above, if the appellant fails to appear at the administrative hearing, the hearing officer shall make his/her determination based on the information contained in the enforcement officer's case file and the appellant's notice of appeal.

d. The only evidence that shall be permitted at the administrative hearing and considered by the administrative hearing officer in reaching a decision, is that evidence which is relevant to the proof or disproof of:

- (i) Ownership of the subject animal;
- (ii) Whether a person noticed by SASA as a responsible party is, in fact, a responsible party;
- (iii) Whether a violation of this title occurred and/or continues to occur on the date or dates specified in the administrative citation;
- (iv) Whether the responsible party has committed, caused, maintained, or permitted a violation of this Title on the date or dates specified on the administrative citation;
- (v) SASA's administrative costs.

F. Hearing Officer's Ruling.

1. After considering all the testimony and evidence submitted at the hearing, the hearing officer shall take the matter under submission. The hearing officer shall within ten (10) days issue a written administrative decision entitled "administrative citation order" to uphold or cancel the administrative citation, as to each violation, and shall list in the ruling the reasons for that decision.

2. If the hearing officer determines that the administrative citation should be upheld, then the amount of the penalties set forth in the citation shall not be reduced or waived for any reason. As to an administrative citation listing multiple violations, the amount of penalties for the violations so upheld shall not be reduced or waived for any reason.

3. If the hearing officer cancels the administrative citation, then no penalty shall be assessed and any penalty otherwise deposited with SASA shall be promptly refunded to the appellant. When an administrative citation lists multiple violations, then no penalties shall be assessed for the specific violations so cancelled and the amounts of such penalties otherwise deposited with SASA shall be promptly refunded to the appellant.

4. The ruling shall contain instructions for obtaining judicial review of the decision pursuant to Section 53069.4 of the Government Code, as that Section may be from time to time amended, or the successor provision thereto.

5. If the administrative citation is upheld, the hearing officer shall also award SASA its administrative costs. An itemized summary of these costs shall be presented at the hearing.

6.14.060 Judicial Review of Administrative Hearing Officer's Ruling.

A. Notice of Appeal. Within 20 calendar days of the date of the mailing or serving of the ruling to the appellant, the appellant (hereinafter "contestant") may contest that decision by filing an appeal to be heard by the Stanislaus County Superior Court, and paying to the court clerk the filing fee set forth at Section 53069.4 of the Government Code, or the successor provision thereto. The failure to file the written appeal and to pay the filing fee within this period shall constitute a waiver of the right to an appeal and the ruling shall be deemed confirmed. The contestant shall serve a copy of the notice of appeal to the court, in person or by first class mail upon SASA.

B. Conduct of the Superior Court Appeal Hearing. The conduct of the appeal before the Stanislaus County Superior Court is a subordinate judicial duty and may be performed by traffic trial commissioners and other subordinate judicial officers at the direction of the presiding judge at the Stanislaus County Superior Court. The appeal shall be heard de novo, except that the contents of SASA's file in the case shall be received in evidence. A copy of the document or instrument of SASA providing notice of the violation and imposition of the administrative penalty (i.e., the administrative citation) shall be admitted into evidence as prima facie evidence of the facts stated therein. The Court shall request that SASA's file in the case be forwarded to the Court, to be received within 15 calendar days of the request.

C. Judgment. The Court shall retain the filing fee regardless of the outcome of the appeal. If the Court finds in favor of the contestant, the amount of the fee shall be reimbursed to the contestant by SASA. Any deposit of the administrative penalty shall be refunded by SASA in accordance with the judgment of the Court. If the administrative penalty has not been deposited and the decision of the Court is against the contestant and in favor of SASA, SASA may proceed to collect the penalty and administrative costs, in any manner provided by law.

D. Collection. An administrative citation order becomes a final administrative order when a timely administrative appeal is not filed, or when the hearing officer's decision is not appealed to the superior court within 25 days of mailing the decision first class postage paid, as set forth in Section 53069.4(b)(1) of the Government Code. The SASA may then proceed to collect as follows:

1. The SASA may commence a civil action to collect the administrative fine specified in the final administrative order as well as any accrued interest and/or late pay charges. In the event a civil action is commenced to collect, the

SASA shall be entitled to recover all costs associated with the collection of the administrative fine and those costs set forth in Section 1033.5 of the Code of Civil Procedure; or

2. The SASA may collect any past due administrative citation penalty or late payment charge, including without limitation the amount of the costs, such as collection costs. SASA may transmit the final administrative order for administrative costs and administrative citation penalties, or notice of the judgment arising from a collection or other legal action, to the county treasurer/tax collector, Revenue Recovery Division. A judgment or award/order of such costs, penalties or damages may also be enforced in any other manner provided by law, including enforcement of a civil judgment pursuant to Enforcement of Judgment Law, Code of Civil Procedure Sections 680.010 et seq.

Chapter 6.16 ANIMAL CONTROL

6.16.010 Animal Restraint.

A. No owner of any animal, wild or domestic, except the domestic cat, shall permit or suffer the animal to:

1. Be off a leash or to be restrained by a leash which is more than eight feet in length, except that an animal need not be on a leash while it is on the premises of its owner nor while on other private property with consent of that owner or lessee or tenant.

2. Enter upon private property without consent of the owner, lessee and/or tenant of the private property;

3. Habitually make loud noises;

4. Act in such other manner so as to constitute a public nuisance.

B. Nothing in this section shall prohibit the use of animals on school property for teaching, for the blind and/or other disabilities, or for other school purposes when permitted by school officials, or require a person to keep any animal in his possession on a leash if, at the time, the animal is restrained in a vehicle or cage.

6.16.020 Loud Noises-Prohibited Acts-Defined.

Keeping or maintaining, or permitting to be kept or maintained, upon any premises owned, occupied, or controlled by any person, any animal which, by any frequent or long continued noise, shall cause annoyance or discomfort to two or more reasonable persons of normal sensitiveness who reside in separate residences (including apartments and condominiums). However, the animal services authorized staff may proceed on the basis of a complaint of only one person if circumstances are determined to exist whereby a noise disturbance caused by an animal affects only one individual. Any noise, such as howling, yelping, whining, barking or otherwise, that is audible

continuously for ten minutes or intermittently for thirty minutes shall be prima facie evidence of such annoyance or discomfort.

Chapter 6.20 DOGS

6.20.010 License–Required.

A. Any person owning or having custody of any dog four months or older shall pay an annual license fee. The license fee for dogs shall be established by the board of supervisors and set forth in chapter 6.50. The increased fees collected by the SASA for unaltered dogs, less administrative costs, shall be used to pay for vouchers to support spay/neuter programs.

B. Any owner of any unaltered dog who meets any of the following criteria shall pay a reduced unaltered annual license fee as set forth in the fee schedule in chapter 6.50:

1. An owner who owns or operates an actual livestock working ranch or livestock farming operation of more than two acres; or

2. An owner who registers and participates in an American Kennel Club (AKC), United Kennel Club (UKC), or other state or nationally recognized organization and is a member of a parent club or organization for the purposes of showing, training, agility trials, or hunting and provides documentation to SASA of such membership and participation in the above animal activities.

C. If the owner fails to obtain and/or renew the dog license required in this title, upon the expiration of the thirty days after the day upon which the dog is four months old, or within thirty days after the day upon which the dog, if over the age of four months, is first acquired or brought into the city by a resident, SASA shall impose a late penalty on the owner of the dog. This late fee shall not be waived by SASA upon the transfer or abandonment of the dog by the non-compliant owner. This late penalty shall be imposed in addition to any other applicable civil or criminal penalties and all penalties shall be placed in the Stanislaus County Alternative to Euthanasia (SCATE) Program to be used for spaying or neutering of cats and dogs.

D. If the penalty mentioned in subdivision C of this section is not paid, and the owner fails to obtain the license required under subdivision A of this section within fifteen days from the date when SASA first notified the dog owner of the imposition of the penalty mentioned in subdivision C, the continuing violation of the license requirement of this section becomes an additional infraction and may be prosecuted as such.

6.20.015 License fees. (repealed, see revised 6.20.010)

6.20.020 License–Tags.

The licensing authority shall issue, upon proper application and payment of license fees, a serially numbered license tag stamped with the name of the county and the year of issuance. The owner shall provide a dog with a suitable collar or other device to which the license tag shall be attached. The animal services executive director shall keep an endorsed copy of the application or other records sufficient to establish the identity of the owner.

6.20.030 License–Rabies Vaccination Certificate Required.

Each application for a dog license shall be on a form furnished by the licensing authority. An application for a license shall not be accepted unless a valid certificate of rabies vaccination by a licensed veterinarian covering the license period accompanies the application.

6.20.040 Exemptions–Guide Dogs, Signal Dogs and Service Dogs.

Guide dogs, signal dogs, and service dogs as defined in sections 6.08.140, 6.08.150 and 6.08.160 of this title, with current rabies vaccinations, shall be licensed without charges upon submission of signed assistance dog applications and affidavits.

6.20.050 Exemption–Licensed Under Another Jurisdiction.

A dog brought into the county which has been licensed in another county or city within the state shall not be subject to licensing provisions of this chapter for so long as the license would be current and valid at its place of issuance or for one year, whichever is the lesser period.

6.20.060 Exemption–Medical Treatment.

Dogs brought into the county for the exclusive purpose of receiving medical care and in the custody of a licensed veterinarian need not be licensed.

6.20.070 Exemption—Government Ownership.

Dogs owned by the county, a city or other public agency shall be licensed without charge.

6.20.080 Exemption-Temporary Residence.

This chapter shall not apply to any dog in the custody or care of a non-resident of the city, or temporarily therein, for a period not exceeding thirty days.

Chapter 6.24 KENNELS

6.24.010 Kennel License–Required.

A kennel is defined in section 6.08.080. No person shall, without first obtaining a kennel license, keep, conduct or operate any dog kennel, cat kennel, pet shop, zoo, animal

rental establishment, riding academy, livery stable, boarding stable, pony ride, livestock auction or market, rodeo, pet show, animal exhibition, or any other use of animals for a commercial or noncommercial purpose. No kennel license shall be required for an animal show or a use of animals, which is sponsored and controlled by an organization, which under the discretion of the animal services executive director has proper rules and procedures to prevent the abuse of animals.

6.24.020 Kennel License—In lieu of individual licenses.

In lieu of securing the license required by chapter 6.20 for each of the dogs in a kennel, a person owning or operating a kennel may obtain a kennel license covering all dogs in the kennel. A kennel owner and/or operator shall adhere to provisions of sections 6.36.050 and 6.36.060 regarding vaccination for rabies. Dogs owned or controlled by the kennel operator and/or owner, which are allowed outside the confines of the kennel, shall be individually licensed as required by chapter 6.20.

6.24.030 License—Application form.

Each application for a kennel license or other animal establishment license shall be upon a form furnished by the licensing authority.

6.24.040 License—Posting.

All licenses issued under this chapter shall be kept posted in a conspicuous place on the premises.

6.24.050 License—Operating requirements.

Upon filing an application for an original, or a renewal kennel or animal establishment license, the licensing authority shall issue such license, only after certification by the animal services executive director that:

A. The keeping of animals, or the conduct or operation of business for which the license is requested and at the place set forth in the application will not violate any statute, law or any regulation adopted pursuant to section 6.04.030;

B. The conduct or operation of the activity will not endanger the health, peace or safety of the community;

C. The premises where animals are to be kept are clean and sanitary and that animals will not be subjected to suffering, cruelty or abuse;

D. The applicant has not had a similar license revoked within one year prior to the application.

6.24.060 License—Suspension or Revocation.

The licensing authority may revoke or suspend any license issued under this chapter upon recommendation of an animal services authorized staff, or County health officer, if it is found that the licensee, his agent or employee has been convicted of any offense involving a violation of Sections 596, 597, 597.1, 598 and 599 of the Penal Code, or other applicable law, or is in violation of ordinance of this code, or this title or of any regulation adopted pursuant to section 6.04.030.

Chapter 6.28 DANGEROUS ANIMALS

6.28.010 Investigation.

Whenever an animal suspected of being potentially dangerous or vicious is reported, the animal services executive director shall investigate the circumstances; and if he or she finds that the animal shows a propensity to attack, bite, scratch, or harass people or other animals without provocation, he or she shall notify the owner, stating all the facts and circumstances. He or she may under state law refer the matter to Animal Court, section 6.12.030 D. Animal Court may order that the animal be immediately seized or kept within a substantial enclosure, securely leashed or otherwise controlled. If the owner cannot provide restraint, the animal shall be temporarily impounded at the expense of the owner. At any time after seven days' impoundment for such purpose, the animal services executive director may, in his or her discretion, apply the provisions of Chapter 6.32.

6.28.020 Impoundment Authorized.

If upon receiving written notification the owner fails to restrain or control a potentially dangerous or vicious animal, as ordered, the owner is in violation of this Title. The animal services executive director is empowered to seize and impound or destroy the animal.

6.28.030 Licensing of Potentially Dangerous Non-domesticated and Domesticated Animals.

A. No person shall possess any animal not commonly kept or raised in the city as a domesticated animal and which is or may be, in the opinion of the animal services executive director, dangerous to the health and safety of any person, without first obtaining a license for the possession of the animal.

B. If the possession of the animal does not violate any federal or state law or zoning ordinance, a dangerous animal license may be issued.

C. Each application for a dangerous animal license shall be upon a form furnished by the licensing authority.

D. All licenses issued under this chapter shall be kept posted in a conspicuous place on the premises where the animal resides.

E. Upon filing an application for an original, or a renewal of a dangerous animal license, the licensing authority shall issue such license, only after certification by the animal services executive director that:

1. The keeping of a dangerous animal for which the license is requested, and at the place set forth in the application, will not violate any law or regulation;
2. The keeping of the dangerous animal will not endanger the health, peace, or safety of the community;
3. The premises where the dangerous animal or animals are to be kept are clean and sanitary and that the animals will not be subjected to suffering, cruelty, or abuse; and
4. The applicant has not had a similar license revoked within one year prior to the application.

F. Any license issued for a dangerous animal may be subject to such additional conditions as may be required by the animal services executive director.

G. A license shall not be issued, or if issued, shall be revoked, where, in the opinion of the animal services executive director, the possession of the dangerous animal will endanger the health and safety of one or more persons.

H. In the event that a license is denied or revoked, the owner shall, within the time designated and under the conditions required by the animal services executive director, dispose of the unlicensed animal.

Chapter 6.32 IMPOUNDMENT

6.32.010 Authorized.

Any animal that law enforcement or an animal services officer has reasonable cause to believe is engaged in activities, or existing in a condition, prohibited by this title, shall be impounded.

6.32.020 Notice–Required.

Except as otherwise provided in this chapter, no animal impounded shall be disposed of until and after notice is given by SASA to the owner of the impounded animal, if he is known.

6.32.030 Notice–Form.

The notice to the owner shall be in writing and shall contain a description of the animal impounded and the date and place of impoundment and the license tag number, if available.

6.32.040 Notice–Service.

Notice to the owner may be served by delivering a copy to the owner of the animal personally, or by sending a copy by mail to the address provided on the application for license, or if the animal is unlicensed, then to the owner's place of residence or last known address.

6.32.050 Notice–Completion of Service.

Service of notice by mail is deemed complete on the day after such mailing.

6.32.060 Duration–Unlicensed Animal.

If an impounded animal bears identification or has a license tag and the owner is unknown, the animal shall be held for seven days.

6.32.070 Duration–Licensed Dog.

All impounded dogs found wearing a current license tag or bearing identification shall, unless sooner redeemed, be kept in the animal shelter for a period of not less than seven days after notification.

6.32.080 Duration–Unlicensed Dog. (repealed-combined with 6.32.100.)

6.32.090 Duration–Livestock.

Any impounded animal, which is a kind referred to in Section 17003 of the Food and Agricultural Code (bovine animal, horse, mule or burro) shall be kept in the animal shelter for at least fourteen days, unless it is redeemed within that period. If the animal is a bovine animal and is not redeemed, the State Bureau of Livestock Identification shall be notified. The animal shall be sheltered at the direction of the Bureau of Livestock Identification for disposition by that office.

6.32.100 Duration–Animals.

Any impounded animal shall, unless sooner redeemed, be kept in the animal shelter for at least four days, unless the animal was seized pursuant to an illegal activity. In those cases where an animal is seized pursuant to an illegal activity, and where no owner is known or identified, or animal services authorized staff shall dispose of the animal as required by law. In those cases where an animal is seized pursuant to an illegal activity, and where the owner is known or identified, the animal shall be disposed of as required by law.

6.32.110 Voluntary Surrender.

Any animal that is voluntarily surrendered to or deposited with the animal shelter, or an animal services officer, by the owner, shall immediately thereafter become the property of SASA for the purposes of sections 6.32.140 and 6.32.150. The owner shall pay an owner surrender fee.

A fee shall be paid by the owner of any animal that is voluntarily surrendered to or deposited with the animal shelter, if that owner's primary residence is not located within a jurisdiction served by SASA.

6.32.120 Disposition of Injured Animal.

A veterinarian who receives an injured animal under the provisions of Section 597(f) of the Penal Code shall promptly notify the executive director of animal services of his disposition of such animal, and if the animal is given care and treatment, the waiting period before destruction of the animal shall be the same as the duration of impoundment provided by this chapter.

6.32.130 Owner Redemption.

The owner or person entitled to custody or control of any impounded animal may, at any time before the sale or adoption or disposition of the animal, redeem such animal upon complying with the conditions and paying the fees established by ordinance of the board of supervisors.

6.32.140 Disposal Authorized.

Except as otherwise provided in this chapter, an impounded animal that is not redeemed within the specific holding period shall be considered to be abandoned by its owner and shall become the property of SASA. Such animal may be sold, adopted, euthanized or otherwise disposed of as authorized by resolution of the board of SASA.

6.32.150 Sale of Animal.

Except as otherwise provided in this chapter, an impounded animal that is not redeemed within the applicable holding period specified in this chapter, or an animal voluntarily surrendered to SASA, or an animal that has been impounded for quarantine or is known to have bitten a human or to have demonstrated potentially dangerous or vicious propensities, at the discretion of the animal services executive director, may be sold or adopted for its fair market value as determined by the animal services executive director; and, upon reasonable conditions as the animal services executive director finds appropriate, may be euthanized. When an animal is sold/adopted, the receipt issued by SASA shall be valid title to the purchaser.

6.32.160 Diseased or Injured Animal.

Notwithstanding any provisions of this chapter, an impounded animal, which is determined by the health officer or a veterinarian to constitute a health or safety hazard,

shall be euthanized or otherwise disposed of without delay by animal services authorized staff or the veterinarian. An impounded animal, which is determined by a veterinarian, to be suffering extreme pain due to disease or injury, and there is no reasonable probability that the animal will recover from its disease or injury, may be euthanized without delay by animal services authorized staff or the veterinarian.

6.32.170 Adopted Dogs and Cats—Microchipping Required.

All dogs and cats adopted from the animal shelter shall be implanted, prior to the animal leaving the animal shelter, with a microchip provided by SASA. The microchip identification number shall be maintained on file at the animal shelter for identification purposes.

6.32.180 Reclaimed Dogs and Cats—Microchipping required.

Any dog or cat impounded under authority of this chapter, which has no current license or any other visible means of permanent identification shall be, upon identification and reclaim by its owner, implanted with a microchip provided by SASA.

In addition, any dog or cat that has been identified by SASA as a “bite dog” or “bite cat” (a dog or cat which has previously bit a person or another animal) will be implanted with a microchip provided by SASA, regardless of whether the dog or cat has been licensed or not.

The cost of the microchip and the service to implant the microchip is to be determined by ordinance of the board of supervisors, and shall be paid by the animal’s owner before the animal’s release. The microchip’s identification number shall be maintained on file at the animal shelter for identification purposes.

6.32.190 Fine for Impounded Non-spayed or Unneutered Dog.

The owner of a non-spayed or unneutered dog that is impounded by SASA shall be fined as set forth in chapter 6.50. These fines are for unaltered impounded dogs only, and are not in lieu of any fines or impound fees imposed by SASA.

An animal services officer, humane officer, police officer, peace officer or any agency authorized to enforce the Penal Code, may write citations with a civil penalty stated in an amount corresponding to the violation as provided above. The fines shall be paid to SASA and shall be collected at SASA. Any funds collected under this section shall be expended for the purpose of humane education, programs for low cost spaying and neutering of dogs, and any additional costs incurred by SASA or animal shelter in the administration of requirements of this section. The ordinance codified in this section was adopted pursuant to Section 30804.7 of the Food and Agricultural Code.

Chapter 6.36 RABIES CONTROL

6.36.010 Quarantine.

A. The animal services executive director shall assure that all animals in the following categories are isolated or quarantined at the place and under the conditions prescribed by the county health officer and pertinent state laws and regulations:

1. Known rabid animals;
2. Suspected rabid animals;
3. Animals that have bitten or otherwise exposed a human to rabies;
4. Animals of a species subject to rabies, which have been bitten by a known rabid or suspected rabid animal or have come in close contact with a rabid or suspected rabid animal.

B. The owner of a quarantined animal shall pay a fee as set forth in the fee schedule under section 6.50.010 for the animal services costs in providing and insuring that the animal is properly quarantined. If the person fails or refuses to obey the lawful order for isolation or quarantine of an animal for rabies observations by the county health officer, any animal services staff may impound the animal for such quarantine at additional expense to the owner at the rate as established in the fee schedule. The person may also be found guilty of a misdemeanor.

6.36.020 Carcass Delivery.

Upon the death of any rabid animal, clinically suspected rabid animal, or animal which has bitten or otherwise exposed a human to rabies, the animal services executive director shall obtain and turn over to the health officer the carcass of such animal or an adequate specimen thereof.

6.36.030 Epidemic-Declaration.

The county health officer may determine and declare that a rabies epidemic or other unusually dangerous health situation exists among dogs or other animals in the county, or in any part thereof. Upon making such a declaration, the health officer shall prepare and promulgate, with the approval of the board of supervisors, such rules and regulations as may be necessary for the control of persons and animals within the area where the dangerous conditions exist.

6.36.040 Epidemic-Rules enforcement.

It shall be the duty of the animal services executive director to comply with all directives of the county health officer in the enforcement of the rules and regulations. The rules and regulations, when adopted, shall become and thereafter be a part of this chapter.

6.36.050 Vaccination–Required.

Every dog shall have a medically current vaccination with an anti-rabies vaccine approved by the California Department of Public Health. The vaccination shall be administered by a veterinarian or as provided through county recognized clinics, and a certificate of vaccination shall be issued to the owner. The certificate of rabies vaccination which accompanies the license application shall be valid if in compliance with the following immunization schedule:

A. Primary Immunization. Primary immunization shall be defined as the initial inoculation of an approved canine rabies vaccine administered to young dogs between the ages of four to twelve months.

B. Revaccination Intervals. The interval for revaccination of dogs administered primary immunization between the ages of four to twelve months will be twelve months. The interval for primary or revaccination of dogs administered rabies vaccine over the age of twelve months shall be at least once every three years.

6.36.060 Vaccination–Exemption.

Notwithstanding the provisions of section 6.36.050, no dog need be vaccinated for rabies where a licensed veterinarian has certified that the vaccination would endanger the dog's health. The certificate must bear the date of issuance and must be renewed each year.

6.36.070 Vaccination–Public clinic.

The animal services executive director shall establish public dog vaccination clinics at least once each calendar year. The charge for the rabies vaccination at such clinics shall not exceed the actual cost involved.

6.36.080 Animal Bite Report.

A. Any person, or parent or guardian of such person, or an owner of an animal, bitten or scratched by an animal of a species subject to rabies shall immediately report such incident to the County health officer or the animal services executive director. Additionally the owner or other person having custody or control of any animal, who bites a human, shall immediately notify the county health officer or the animal services executive director of such bite, giving the name and address of the person bitten, if known.

B. Willfully concealing the location or ownership of the an animal subject to rabies, that has bitten or otherwise exposed a person to rabies, with intent to prevent the quarantine or isolation of that animal by the county health officer may be found guilty of a misdemeanor.

6.36.090 Animal Bite–Medical Report.

Every veterinarian and every person providing professional medical treatment for animal bite by an animal of a species subject to rabies shall immediately notify the health department whenever rabies is suspected.

Chapter 6.40 UNLAWFUL USE OF ANIMALS

6.40.010 Games prohibited. (repealed)

Chapter 6.44 DEAD OR ABANDONED ANIMALS

6.44.010 Abandonment Unlawful.

It is unlawful for any person to abandon any animal whether dead or alive.

6.44.020 Dead Animal Disposal.

The owner of a dead animal shall provide, within a reasonable time period, for the burial, incineration in a manner approved by SASA or other disposition of the carcass in a safe and sanitary manner. The owner may request SASA to dispose of the animal at a fee fixed by ordinance by the board of supervisors. The animal services executive director shall be responsible for disposal of all dead animals whose ownership cannot be established.

6.44.030 Disposition of Stray Cats

A. It shall be unlawful for any person who contains a stray cat found at large on their property, to abandon the cat. Such act of abandonment is a violation of this code and will constitute an infraction.

For the purposes of this section only the following definitions shall apply:

1. "Contains" shall mean traps, corners, confines or in some manner restricts the cat's freedom from continuing to roam.
2. "Stray cat" means a cat that is running loose and at large with no owner present, and/or a cat that is trespassing on another's property.
3. "Abandon" means once the cat is contained, the person transports the cat to a location that is not within close proximity to where the cat was originally contained and releases the cat to freely roam.

B. Upon containing a stray cat, the person shall treat the cat humanely and:

1. As soon as possible shall release the cat or return the cat to the owner, if known; or
2. If the owner is not known, then not later than the next business day, shall transport the cat to the animal shelter and provide the date, time and location of when and where the cat was contained upon surrendering the cat to SASA.

C. It is recommended, but not required, that a person who sets a trap take all reasonable measures to notify neighbors of the trap(s) being set, and/or attempt to locate the owner of the contained cat before transporting the cat to the animal shelter.

Chapter 6.48 VIOLATION-PENALTY

6.48.010 Infractions.

Any person violating any provision of chapters 6.04 through 6.32, chapter 6.36, sections 6.36.050 and 6.36.060, chapter 6.44 and/or chapter 6.54 is guilty of an infraction and upon conviction thereof is punishable as set forth in section 1.36.020; provided, however, the maximum fine shall not exceed three hundred dollars.

6.48.020 Misdemeanors.

Any person violating section 6.36.010 and/or section 6.36.080 of chapter 6.36, is guilty of a misdemeanor and upon conviction thereof is punishable as set forth in section 1.36.010.

6.48.030 Each day a separate offense.

Every person violating any provision of this title shall be deemed guilty of a separate offense for each day, or portion thereof, during which such violation continues.

Chapter 6.50 ANIMAL SERVICE FEES

6.50.010 County of Stanislaus Animal Services Fees Schedule.

The animal services fees and fines referred to and applied in this title and its chapters, except as otherwise stated in title, are set forth in the current Stanislaus County animal services fee schedule, which is periodically reviewed and amended by ordinance.

6.50.020 Animal court fines and fees.

Violations of this title and its chapters, except as otherwise stated in this title, will have the animal court fines and fees applied as set forth in the current Stanislaus County services fee schedule, which is periodically reviewed and amended by ordinance.

Chapter 6.54 BREEDING AND TRANSFERRING OF DOGS AND CATS, AND LICENSING OF CATS

6.54.010 Purpose of Regulations.

The board of supervisors finds and declares that there exists a pet overpopulation problem in the county of Stanislaus that has resulted in a threat to public safety and health, inhumane treatment of animals, mass euthanasia of dogs and cats at the local animal shelters and escalating costs for animal care and control. The board of supervisors further finds that uncontrolled breeding is a contributing cause to this problem. The board of supervisors further finds that part of the solution is for all dogs four months or older to be licensed and spayed or neutered, unless the owners purchase the appropriate licenses/permits for the privilege of maintaining the animal intact and allowing it to breed. The board of supervisors also finds that an increase in the license fee for unaltered dogs will encourage dog owners to spay/neuter their dog(s) in order to qualify for the lower altered dog license fee. Further, the board of supervisors finds that regulating the breeding and transfer of dogs and cats will help alleviate the county's pet overpopulation problem.

6.54.020 Animal Ownership. (moved to Section 6.08.100)

6.54.030 Litter Permit.

A. No person shall cause or allow any dog or cat owned, harbored or kept within the county of Stanislaus to breed without first obtaining a litter permit. The term "litter permit" means a written authorization, issued annually by the animal services executive director or his or her designee, giving its lawful holder permission to breed a dog or a cat.

B. Each litter permit shall be valid for one year from the date of issuance, and may be renewed annually before its expiration date. Each applicant for a litter permit shall pay an annual fee as prescribed by the board of supervisors and set forth in the fee schedule section of this title.

C. SASA shall administer an animal litter permit program to allow the breeding of unaltered dogs and cats consistent with criteria and according to procedures established by the animal services executive director. Under no circumstances shall such a litter permit be issued to a person who has been convicted of animal cruelty or neglect.

D. In addition to the criteria and procedures established by the animal services executive director, litter permits shall contain the following terms and conditions:

1. The owner of an unaltered female dog or cat shall not allow the whelping of more than one litter per animal in any household within the permit year. Notwithstanding this provision, the animal services executive director or his or her

designee is hereby authorized, upon application of a permittee, to allow on a one-time basis the whelping of up to two dog or cat litters per breeding animal within any domestic household within a permit year, if the permittee established, according to regulations promulgated by the animal services executive director, including a veterinarian verification of health status that such breeding is required due to the health of the animal. In the event that a permittee is forced to euthanize a litter of dogs or cats, the animal services executive director or his or her designee may authorize the whelping of one additional litter of dogs or cats within the same permit year by the permittee;

2. No offspring may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least seven weeks and the offspring have received its first immunizations against common diseases;

3. Any holder of a litter permit who advertises to the public the availability of any dog or cat for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the litter permit number in any such advertisement. Further, the litter permit holder must provide the permit number to any person who purchases, adopts or receives any animal from the permit holder and include the permit number on any receipt of sale or transfer document;

4. Commercial establishments selling locally bred dogs or cats shall prominently display the litter permit number(s) of the breeder(s) whose dogs and cats are sold in such establishments and any other pertinent information required by the animal services executive director or his or her designee;

5. Any litter permit holder selling or otherwise transferring a dog or cat, whether for compensation or otherwise, shall maintain records for a period of three years containing the name, address, and telephone number of the animal's new owner on a SASA's approved form;

6. Any litter permit holder or commercial establishment which sells or otherwise transfers a dog or cat, whether for compensation or otherwise, shall provide to the new animal owner written information regarding the license and permit requirements of the county of Stanislaus applicable to such animal; and

7. Any litter permit holder shall have his/her dog or cat licensed and microchipped with SASA as set forth in this title.

E. The following animals are exempt from the litter permit requirements:

1. Dogs documented as having been appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities;

2. Dogs documented as guide, signal, or service dogs pursuant to Section 365.5(d), (e) and (f) and successor sections of the Penal Code;

3. Dogs and cats under the care of governmental animal control agencies; animal rescue organizations which have demonstrated to SASA that they have implemented an ongoing spay/neuter plan, as well as an adoption plan; or humane societies or societies for the prevention of cruelty to animals, if such societies are incorporated under the provisions of Section 10400 of the Corporations Code and the Nonprofit Public Benefit Corporation law in Part 2 of the Corporations Code, beginning at Section 5110, and successor sections; and

4. Dogs documented as enrolled in a guide, signal or service dog breeding program administered by a person licensed under Chapter 9.5 (commencing with Section 7200) Division 3 of the Business and Professions Code.

6.54.040 Litter Permit Penalties.

A. Any cat or dog owner found by SASA to be in violation of the litter permit provisions of this section may correct the violation(s) by obtaining the necessary permit(s) mentioned in this section, no later than thirty days from the date when SASA had first notified (issued a written citation to) the owner of the violation(s). Should the owner fail to correct the violation(s) in the manner described above, SASA shall impose a five hundred dollar penalty on the dog or cat owner. Written notice of this penalty shall be served by SASA on the dog or cat owner by mail. The penalty shall not be waived by SASA upon the transfer or abandonment of the dog or cat by the non-compliant owner. This penalty shall be imposed in addition to any other applicable civil or criminal penalties.

If the penalty mentioned in this section is not paid and the owner does not comply with the identification laws established by ordinance, spay or neuter his/her dog(s) or cat(s) or obtain the litter permit(s) within twenty (20) days from the mailing date, when SASA first notified the owner of the imposition of a penalty, the continuing violation of the litter permit requirement of this section becomes an additional infraction and may be prosecuted as such.

B. Any litter permit issued pursuant to Section 6.54.030 may be revoked if the animal services executive director or his or her designee has reasonable cause to believe any of the following to be true:

1. The permit holder has violated any county ordinances relating to the keeping, care or use of any animal;

2. The permit holder is in violation of any state health or safety law or regulation regarding animal care or control;

3. The permit holder has failed to comply with any condition or requirement of the permit or has failed to pay any fee imposed under this code;

4. The permit holder refused to allow inspection, upon forty-eight hours written notice, of any animal covered by the permit or the premises on which the animal is kept; or

5. The permit holder has transferred, sold or otherwise disposed of the animal for which the permit was originally issued.

C. If, after inspection, the animal services executive director or his or her designee concludes that it is probable that one or more of the above grounds for revocation has occurred; he or she shall cause written notice thereof to be transmitted by mail to the address of the litter permit holder. The notice shall specify the grounds of possible revocation of the litter permit and shall specify a date and time for an informal hearing to be held before the animal services executive director or his or her designee. The date shall be not set less than six days after the date the notice is mailed. After the informal hearing, the animal services executive may modify the terms of the litter permit or revoke the litter permit.

D. The litter permit holder may appeal the decision of the animal services executive director or his or her designee to the Animal Court if the permit holder gives written notice of such appeal within five business days of the date of the animal services executive director's written decision.

E. Failure to comply with any of the requirements mentioned in Sections 6.08.100, 6.20.010, 6.54.030, 6.54.040, and 6.54.050 of this chapter is an infraction punishable by a one hundred dollar fine for the first occurrence, two hundred dollars for the second occurrence and three hundred dollars for each subsequent occurrence.

6.54.050 Sale, Adoption and Other Transfers of Dogs and Cats.

A. Any person who offers or provides, whether for compensation or otherwise, any dog or cat for sale or other type of transfer, shall disclose to the transferee information regarding the dog license and permit requirements of the county of Stanislaus applicable to the transferred animal.

B. No person shall present any unaltered dog or cat under six months of age for sale, barter, exchange, or adoption, whether for compensation or otherwise, in any public place, without first obtaining a litter permit pursuant to Hughson Municipal Code 6.54.030. The term public place shall include, but not be limited to, streets, highways, sidewalks, parks, carnivals, shopping malls, flea markets, boardwalks, and areas in front of commercial establishments. This prohibition shall not apply to:

1. Government agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code Section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of Section 10400 of the Corporations Code and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110;

2. Show dogs or show cats; or

3. Permitted pet stores which sell or otherwise transfer dogs or cats, whether for compensation or otherwise, within the store.

C. No person shall give away any dog or cat as a prize or as an inducement to enter into any contest, lottery, drawing, game or competition.

D. No person shall give away any dog or cat as an inducement to enter a place of business, or to enter into a business arrangement.

E. No person shall sell, barter, exchange or offer for adoption, whether for compensation or otherwise, any dog or cat to any minor under the age of eighteen years without the written permission of one of the minor's parents or legal guardians.

F. Commercial establishments selling dogs and cats which were not bred within the county of Stanislaus shall prominently display the name and address of the breeder(s) of such dogs and cats and any other pertinent information required by the animal services executive director or his or her designee.

G. Failure to display the litter permit number or include it in any advertisement for sale, adoption or other transfer of dogs and cats is an infraction punishable by a one hundred dollar fine for the first occurrence, two hundred dollars for the second occurrence and three hundred dollars for each subsequent occurrence. Each day a violation occurs is a separate violation.

H. Possession of a valid permit under this chapter does not entitle the litter permit holder to engage in an activity which is otherwise prohibited by law.

6.54.060 Licensing. (moved to 6.20.010)

6.54.070 Licensing of Cats.

A cat owner may voluntarily obtain a license for their cat. If the cat owner voluntarily purchases a cat license, then the cat owner shall be eligible to receive a voucher for the spay/neuter identification program operated by SASA.

Section 3 Severability: If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portion thereof.

Section 4 No Mandatory Duty: This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5 Effective Date: This ordinance of the City of Hughson shall be effective thirty (30) days from and after the date of its passage and adoption.

Section 6 Publication: Within 15 days after its final passage, the City Clerk shall cause this Ordinance to be published, and the ordinance posted in full, in accordance with California Government Code section 36933.

The foregoing Ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on August 26, 2013 and by a unanimous vote of the council members present, further reading was waived.

On motion of Councilperson _____, seconded by Councilperson _____, the forgoing ordinance was duly passed by the City Council of the City of Hughson at a regular meeting thereof held on _____, 2013 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk

I hereby certify that the foregoing Ordinance No. 2013-04 was introduced before the City Council of the City of Hughson at a regular meeting thereof the 26th day of August, 2013, and adopted by the City Council of the City of Hughson this _____ day of _____, 2013 by the following roll call vote: (_____)

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

Dominique Spinale, Deputy City Clerk

A certified copy of the full text of the adopted ordinance has been posted at the office of the City Clerk and is available for public inspection.

Dated: _____

Dominique Spinale, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: August 26, 2013
Subject: Permitting Alcohol at the Alumni Street Dance
Presented By: Dominique Spinale, Management Analyst

Approved By: _____

Background:

Section 9.24.020 of the Hughson Municipal Code (Drinking and possession – Public areas) states that *“It is unlawful for any person to drink any alcoholic beverage or to possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed, on any public sidewalk, alley, street or highway, or in any city-owned park or other city-owned public place, unless the consumption of alcoholic beverages in such public place or places has been authorized by the city council. This section shall not be deemed to make punishable any such act or acts which are prohibited by the California Vehicle Code or by any other law of the state. (Ord. 86-01 § 1, 1986)”*.

Every year the Hughson Athletic Boosters requests that the City Council permit the selling and serving of alcohol at the Alumni Street Dance, scheduled for Saturday, September 21. This dance is being held in conjunction with the Hughson Harvest Festival and will take place on Hughson Avenue at Charles Street and 3rd Street from the hours of 8 p.m. to 12 a.m. The Hughson Athletic Boosters would like to sell beer, wine, and distilled spirits.

The Athletic Boosters have organized this event the last three years, with all events permitted by the City Council. This year’s event will be handled very similar to previous year’s events. The Hughson Athletic Boosters will apply for a street closure permit and provide all necessary Insurance requirements, as specified in the permit.

Butch Coburn with Hughson Athletic Boosters will be present at the Council meeting to answer any questions the Council may have on the scheduling of this event.

Fiscal Impact:

There is no fiscal impact to the City of Hughson on this item.

Staff Recommendation:

Consider the request made by Hughson Athletics Boosters to have and sell alcohol at the Alumni Street Dance - Saturday, September 21.



CITY OF HUGHSON AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: August 26, 2013

Subject: Consideration of a Cost Sharing Agreement for Road Maintenance with Stanislaus County and Residents of Charles Road North of Hatch Road, Authorize the City Attorney to Draft Said Agreement, and Authorize the City Manager to Sign the Agreement

Presented By: Thom Clark, Community Development Director

Approved By: _____

Background and Overview:

Stanislaus County has planned a chip seal on Charles Road from Hatch Road to Leedom Road in their Fiscal Year 2013/2014 budget. Residents of that County road realize that a chip seal will not do anything to fix the uneven base under the asphalt that causes that road to be extremely bumpy. They note that the heavy truck traffic caused by construction of the City's upgraded Wastewater Treatment Plant and the ongoing agricultural activity from adjacent properties are in part responsible for the current condition of the roadway. City staff agrees with this assessment.

A more intense construction of the roadway, in the form of an overlay, would fix all the maintenance issues on this section of Charles Road and provide a better long-term solution. However, the County does not have funds available for a complete overlay project for this stretch of Charles Road. City staff has been in contact with Stanislaus County Public Works Director, Matt Machado, to discuss a possible public-private partnership. Mr. Machado had indicated that an overlay on this section of Charles Road would cost about \$70,000 more than the chip seal (materials only), using County road maintenance crews. He has proposed that if the City and the residents of Charles Road could find the funds, he could delay the chip seal project from its planned September start to early October and instead construct an overlay on the street.

Because of the short time frame involved with this project, Mr. Machado has agreed to move forward with the overlay project following City Council approval of this item. County crews have already begun some site preparation work to keep this project on schedule regardless of the option. With City Council approval, a formal agreement between the City of Hughson and Stanislaus County for cost

sharing would then be set in motion for signatures by the authorized designees of the City Council and Board of Supervisors. The project would be delivered by Stanislaus County Public Works before the window for road maintenance closes this year because of inclement weather conditions.

Fiscal Impact:

The proposed cost split for the additional work to go from a chip seal to an overlay is \$30,000 from the residents and a not-to-exceed \$40,000 from the City of Hughson. The residents have already raised their \$30,000 share. Monies are available for the City's portion from the Sewer Enterprise fund. The estimated cost of the proposed Charles Road Overlay Project is \$125,000 and Stanislaus County will cover the balance of costs or approximately \$55,000.

Staff Recommendation:

Approve the City of Hughson's participation in a Cost Sharing Agreement for road maintenance with Stanislaus County and residents of Charles Road north of Hatch Road, authorize the City Attorney to draft said agreement, and authorize the City Manager to sign the agreement.



CITY OF HUGHSON AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: August 26, 2013
Subject: Discuss the Condition of the City Streets and the Pavement Condition Index
Enclosures: The Pavement Condition Index
Presented By: Thom Clark, Community Development Director

Approved By: _____

Background and Overview:

The City has recently received an updated Pavement Condition Index (PCI) which can be used to help prioritize street repair projects. It is also required for keeping the Trench Cut Fee updated. The PCI gives streets a rating based on a scale of 0-100. Individual streets with a rating between 0 and 20 are considered very poor in condition, a rating of 20-40 is considered poor condition, a 40-70 rating is considered as fair in condition, a rating of 70-90 is considered good condition and a rating of 90 or above is considered very good condition. Only streets or roads with a PCI greater than 50 can be charged the Trench Cut Fee.

On average, a city's (not individual street's) PCI rating of 70 or higher is considered good, and 85 and higher is very good. Following is Hughson's PCI score compared to other local cities and the State¹.

➤ Hughson	83
➤ Tracy	82
➤ Stockton	68
➤ Ceres	64
➤ Turlock	59
➤ Modesto	56
➤ State	68

One of the reasons City streets rate so well is the continued maintenance effort. In Fiscal Year 2012-2013, the City of Hughson spent over \$700,000 on street repairs. This year's budget includes about \$450,000 in street repair projects. One of these projects, the 4th Street Sidewalk Infill project will increase Hughson's overall PCI average to 84. The very worst street in town, with a PCI rating of 7, is Hughson

¹ Source: Modesto Bee, August 1, 2013

Avenue as it enters the high school, east of 7th Street. Interestingly, the street the City receives the most complaints about is Tully Road from Santa Fe to Whitmore Avenue with a PCI rating of 51.

Hughson's PCI rating shows that the streets are not in such poor condition as many neighboring city streets are. The City Council's recent decision to create a special fund for trench cut fees shows a commitment to maintaining city streets at a high level. The condition of city streets and the continued dedication to street maintenance is another positive attribute of living and working in Hughson.

Staff Recommendation:

This is an informational and discussion item only.

Street ID	Section ID	Street Name	From	To	Length (ft)	Width (ft)	# of Lanes	FC	ST	PCI Date	PCI
1ST ST	276	1ST ST	WALKER LN	LOCUST ST	495	37	2	R	A	4/22/2013	77
1ST ST	277-A	1ST ST	LOCUST ST	S SANTA FE AVE	624	37	2	R	A	4/23/2013	77
2ND ST	272	2ND ST	HUGHSON AVE	S SANTA FE AVE	249	37	2	R	A	4/22/2013	71
2ND ST	273	2ND ST	PINE ST	HUGHSON AVE	387	57	2	R	A	4/22/2013	46
2ND ST	274	2ND ST	LOCUST ST	PINE ST	351	37	2	R	A	4/22/2013	68
2ND ST	302	2ND ST	FOX RD	WALKER LN	643	24	2	R	A	4/22/2013	43
3RD ST	284	3RD ST	ELM ST	E WHITMORE AVE	295	37	2	R	A	4/22/2013	90
3RD ST	285	3RD ST	HUGHSON AVE	ELM ST	387	62	2	R	A	4/22/2013	92
3RD ST	286	3RD ST	PINE ST	HUGHSON AVE	374	57	2	R	A	4/22/2013	60
3RD ST	287	3RD ST	LOCUST ST	PINE ST	371	37	2	R	A	4/22/2013	57
3RD ST	288	3RD ST	FOX RD	LOCUST ST	1164	37	2	R	A	4/22/2013	49
4TH ST	130	4TH ST	E WHITMORE AVE	DS@653S E WHITMORE AVE	633	22	2	C	A	4/22/2013	82
4TH ST	131	4TH ST	DS@653S E WHITMORE	5TH ST	305	28	2	C	A	4/22/2013	17
4TH ST	290	4TH ST	FOX RD	LOCUST ST	1145	37	2	R	A	4/22/2013	77
4TH ST	291	4TH ST	LOCUST ST	PINE ST	361	37	2	R	A	4/22/2013	80
4TH ST	292	4TH ST	PINE ST	HUGHSON AVE	384	57	2	R	A	4/22/2013	74
4TH ST	293	4TH ST	HUGHSON AVE	SOUTH END	190	76	2	R	A	4/22/2013	68
5TH ST	137	5TH ST	E WHITMORE AVE	4TH ST	646	37	2	C	A	4/22/2013	92
5TH ST	138-A	5TH ST	4TH ST	7TH ST	1105	33	2	R	A	4/23/2013	80
5TH ST	297	5TH ST	HUGHSON AVE	ELM ST	371	57	2	R	A	4/22/2013	81
5TH ST	298	5TH ST	PINE ST	HUGHSON AVE	380	24	2	R	A	4/22/2013	78
5TH ST	299	5TH ST	LOCUST ST	PINE ST	364	30	2	R	A	4/22/2013	68
5TH ST	300	5TH ST	FOX RD	LOCUST ST	1155	24	2	C	A	4/22/2013	72
6TH ST	141	6TH ST	E WHITMORE AVE	5TH ST	1230	37	2	C	A	4/22/2013	68
6TH ST	142-A	6TH ST	HUGHSON AVE	E WHITMORE AVE	735	42	2	R	A	4/23/2013	89
6TH ST	144-A	6TH ST	LOCUST ST	HUGHSON AVE	741	42	2	R	A	4/23/2013	91
6TH ST	146	6TH ST	FOX RD	LOCUST ST	1158	42	2	R	A	4/22/2013	88
7TH ST	30	7TH ST	2917 7TH ST	S SANTA FE AVE	287	24	2	C	A	4/22/2013	85
7TH ST	31	7TH ST	5TH ST	2917 7TH ST	301	29	2	R	A	4/22/2013	90
7TH ST	32	7TH ST	E WHITMORE AVE	5TH ST	1469	22	2	C	A	4/22/2013	88
7TH ST	33-A	7TH ST	HUGHSON AVE	E WHITMORE AVE	820	37	2	C	A	4/23/2013	92
7TH ST	36-A	7TH ST	LOCUST ST	HUGHSON AVE	653	37	2	C	A	4/23/2013	90
7TH ST	38	7TH ST	FOX RD	LOCUST ST	1178	37	2	C	A	4/22/2013	90
7TH ST	39	7TH ST	STEEPLECHASE DR	FOX RD	1066	30	2	C	A	4/22/2013	48
7TH ST	40-A	7TH ST	E HATCH RD	STEEPLECHASE DR	1581	37	2	C	A	4/23/2013	86
ADELIN	327	ADELIN CT	NORTH END	METCALF WY	213	33	2	R	A	4/22/2013	86

FC (Functional Class): C: Collector, R: Residential
ST (Surface Type): A: Asphalt Concrete (AC)

Street ID	Section ID	Street Name	From	To	Length (ft)	Width (ft)	# of Lanes	FC	ST	PCI Date	PCI
AMBER	74-A	AMBER PL	THOMAS TAYLOR DR	EAST END	814	18	2	R	A	4/23/2013	91
BISHOP	346	BISHOP AVE	NORTH END	NARCISCO WY	134	37	2	R	A	4/22/2013	74
BRAMBL	92	BRAMBLE LN	KIT FOX DR	HUNTMASTER DR	561	37	2	R	A	4/22/2013	93
BRAVO	320	BRAVO CT	FINALE LN	SOUTH END	262	37	2	R	A	4/22/2013	93
BRETON	106	BRETON CT	NORTH END	CHANTILLY WY	358	37	2	R	A	4/22/2013	74
BURLWO	336	BURLWOOD CT	VARNI WY	SOUTH END	354	37	2	R	A	4/22/2013	87
BURLWO	337-A	BURLWOOD ST	KENWORTHY CT	VARNI WY	499	37	2	R	A	4/23/2013	92
CARPAT	162-A	CARPATHIAN	VARNI CT	FODERMAIER DR	528	37	2	R	A	4/23/2013	90
CATKIN	363	CATKIN CT	HEARTNUT WY	EAST END	400	37	2	R	A	4/22/2013	92
CHANTI	107-A	CHANTILLY WY	7TH ST	BRETON CT	1180	37	2	R	A	4/23/2013	87
CHARLE	118-A	CHARLES ST	PRELUDE LN	FODERMAIER DR	1059	44	2	R	A	4/23/2013	82
CHARLE	121-A	CHARLES ST	FODERMAIER DR	FOX RD	793	44	2	R	A	4/23/2013	88
CHARLE	123-A	CHARLES ST	FOX RD	PINE ST	1535	47	2	R	A	4/23/2013	90
CHARLE	125	CHARLES ST	PINE ST	HUGHSON AVE	380	37	2	R	A	4/22/2013	90
CHARLE	126-A	CHARLES ST	HUGHSON AVE	E WHITMORE AVE	741	62	4	R	A	4/23/2013	83
CHARLE	128	CHARLES ST	E WHITMORE AVE	S SANTA FE AVE	485	39	2	R	A	4/22/2013	87
CHRIS	90	CHRIS ALBERT CT	WEST END	HUNTMASTER DR	213	37	2	R	A	4/22/2013	90
COLBER	46	COLBERT CT	NORTH END	CHANTILLY WY	354	37	2	R	A	4/22/2013	88
COLE C	353	COLE CT	NORTH END	FOX RD	220	37	2	R	A	4/22/2013	90
COLLIN	187	COLLINWOOD	LITTLE AVE	FOX RD	367	37	2	R	A	4/22/2013	92
CONCER	312-A	CONCERTO LN	FINALE LN	PRELUDE LN	522	37	2	R	A	4/23/2013	93
DEFORE	329	DEFOREST CT	KIT FOX DR	EAST END	213	37	2	R	A	4/22/2013	92
DEFORE	330	DEFOREST CT	7TH ST	KIT FOX DR	259	37	2	R	A	4/22/2013	92
DINARD	48	DINARD CT	NORTH END	CHANTILLY WY	348	37	2	R	A	4/22/2013	88
DOMENI	250	DOMENIC AVE	PALMA AVE	LOCUST ST	380	37	2	R	A	4/22/2013	84
E HATC	100013	E HATCH RD	7TH ST	200 FT WEST OF EUCLID AVE	2372	33	2	C	A	4/23/2013	96
E HATC	13	E HATCH RD	200 FT WEST OF EUCLID	GEER RD	1398	24	2	C	A	4/23/2013	88
E HATC	14	E HATCH RD	CHARLES ST	7TH ST	1410	33	2	C	A	4/23/2013	96
E HATC	15-A	E HATCH RD	TULLY RD	CHARLES ST	1316	33	2	C	A	4/23/2013	96
E HATC	16	E HATCH RD	MOUNTAIN VIEW RD	TULLY RD	2650	32	2	C	A	4/23/2013	96
E HATC	17	E HATCH RD	S SANTA FE AVE	MOUNTAIN VIEW RD	1607	32	2	C	A	4/23/2013	96
E WHIT	100009	E WHITMORE	7567 E WHITMORE AVE	EUCLID AVE	1322	25	2	C	A	4/23/2013	46

FC (Functional Class): C: Collector, R: Residential
ST (Surface Type): A: Asphalt Concrete (AC)

Street ID	Section ID	Street Name	From	To	Length (ft)	Width (ft)	# of Lanes	FC	ST	PCI Date	PCI
E WHIT	2	E WHITMORE	MOUNTAIN VIEW RD	TULLY RD	1328	37	2	C	A	4/23/2013	88
E WHIT	3	E WHITMORE AVE	TULLY RD	S SANTA FE AVE	918	40	2	C	A	4/23/2013	84
E WHIT	4-A	E WHITMORE	S SANTA FE AVE	CHARLES ST	370	43	2	C	A	4/23/2013	82
E WHIT	5-A	E WHITMORE	CHARLES ST	6TH ST	988	43	2	C	A	4/23/2013	78
E WHIT	8	E WHITMORE	6TH ST	7TH ST	335	37	2	C	A	4/23/2013	84
E WHIT	9	E WHITMORE AVE	7TH ST	7567 E WHITMORE AVE	1310	36	2	C	A	4/23/2013	74
ELM ST	280-A	ELM ST	S SANTA FE AVE	CHARLES ST	571	37	2	R	A	4/23/2013	90
ELM ST	282	ELM ST	CHARLES ST	EAST END	164	24	2	R	A	4/23/2013	32
ELM ST	295	ELM ST	6TH ST	7TH ST	312	37	2	R	A	4/23/2013	88
ELM ST	296	ELM ST	5TH ST	6TH ST	321	40	2	R	A	4/23/2013	82
ENCORE	114	ENCORE LN	RHAPSODY LN	PRELUDE LN	256	37	2	R	A	4/23/2013	95
ESTANC	375-A	ESTANCIA DR	NORTH END	FLORA VISTA DR	876	37	2	R	A	4/23/2013	92
ESTER	191-A	ESTER MARIE	LITTLE AVE	FOX RD	387	37	2	R	A	4/23/2013	90
EUCLID	10	EUCLID AVE	LOCUST ST	E WHITMORE AVE	1267	19	2	R	A	4/23/2013	74
EUCLID	11	EUCLID AVE	FOX RD	LOCUST ST	1347	32	2	R	A	4/23/2013	87
EUCLID	12	EUCLID AVE	E HATCH RD	FOX RD	2592	22	2	R	A	4/23/2013	85
EVERET	355	EVERETT CT	NORTH END	FOX RD	325	37	2	R	A	4/23/2013	90
FALCON	86	FALCON CT	WEST END	FONTANA RANCH RD	312	37	2	R	A	4/23/2013	96
FEATHE	325	FEATHERS CT	NORTH END	METCALF WY	213	33	2	R	A	4/23/2013	95
FINALE	310-A	FINALE LN	CONCERTO LN	SYMPHONY LN	1515	37	2	R	A	4/23/2013	92
FLORA	369	FLORA VISTA	NW END	LEAFLET LN	292	37	2	R	A	4/23/2013	91
FLORA	370-A	FLORA VISTA	LEAFLET LN	SAN GABRIEL DR	1230	37	2	R	A	4/23/2013	91
FLORA	373	FLORA VISTA	SAN GABRIEL DR	ESTER MARIE AVE	253	37	2	R	A	4/23/2013	92
FODERM	161	FODERMAIER	CARPATHIAN WY	CHARLES ST	508	37	2	R	A	4/23/2013	92
FONTAN	78-A	FONTANA	AMBER PL	THOMAS TAYLOR DR	735	38	2	R	A	4/23/2013	96
FONTAN	80-A	FONTANA	THOMAS TAYLOR DR	NANNOS CT	449	38	2	R	A	4/23/2013	96
FOX GL	98-A	FOX GLEN DR	HEATHROW WY	FOX RD	761	38	2	R	A	4/23/2013	84
FOX RD	100209	FOX RD	321 FT WEST OF EUCLID	EUCLID AVE	321	32	2	R	A	4/23/2013	88
FOX RD	193-A	FOX RD	ESTER MARIE AVE	TULLY RD	1221	37	2	R	A	4/23/2013	90
FOX RD	197	FOX RD	TULLY RD	COLE CT	276	32	2	C	A	4/23/2013	86
FOX RD	198-A	FOX RD	COLE CT	2ND ST	400	32	2	C	A	4/23/2013	85
FOX RD	200-A	FOX RD	2ND ST	CHARLES ST	692	32	2	C	A	4/23/2013	42
FOX RD	202-A	FOX RD	CHARLES ST	7TH ST	1319	37	2	C	A	4/23/2013	71

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Street ID	Section ID	Street Name	From	To	Length (ft)	Width (ft)	# of Lanes	FC	ST	PCI Date	PCI
FOX RD	207	FOX RD	7TH ST	FOX GLEN DR	472	37	2	C	A	4/23/2013	70
FOX RD	208	FOX RD	FOX GLEN DR	THOMAS TAYLOR DR	1371	43	2	R	A	4/23/2013	86
FOX RD	209	FOX RD	THOMAS TAYLOR DR	321 FT WEST OF EUCLID AVE	450	43	2	R	A	4/23/2013	91
GORMAN	348	GORMAN AVE	NARCISCO WY	WALNUT HAVEN DR	276	37	2	R	A	4/23/2013	68
GRAYBA	180	GRAYBARK LN	HEARTNUT WY	GREENLEAF AVE	653	37	2	R	A	4/23/2013	90
GRAYBA	181	GRAYBARK LN	GREENLEAF AVE	TULLY RD	518	37	2	R	A	4/23/2013	92
GREENL	349-A	GREENLEAF AVE	WALNUT HAVEN DR	SEEDLING CI	512	37	2	R	A	4/23/2013	90
GREENL	351	GREENLEAF AVE	SEEDLING CI	GRAYBARK LN	259	37	2	R	A	4/23/2013	92
HEARTN	177	HEARTNUT WY	WALNUT HAVEN DR	LEAFLET LN	295	37	2	R	A	4/23/2013	88
HEARTN	178-A	HEARTNUT WY	LEAFLET LN	GRAYBARK LN	483	37	2	R	A	4/23/2013	92
HEATHR	56-A	HEATHROW WY	KIT FOX DR	HUNTMASTER DR	574	37	2	R	A	4/23/2013	92
HUGHSO	262	HUGHSON AVE	7TH ST	EAST END	216	27	2	R	A	4/23/2013	7
HUGHSO	264-A	HUGHSON AVE	CHARLES ST	7TH ST	1318	74	2	R	A	4/23/2013	40
HUGHSO	268	HUGHSON AVE	3RD ST	CHARLES ST	341	74	2	R	A	4/23/2013	90
HUGHSO	269-A	HUGHSON AVE	S SANTA FE AVE	3RD ST	594	74	2	R	A	4/23/2013	42
HUNTMA	50-A	HUNTMASTER	NORTH END	BRAMBLE LN	1210	37	2	R	A	4/23/2013	90
HUNTMA	54-A	HUNTMASTER	BRAMBLE LN	HEATHROW WY	521	37	2	R	A	4/23/2013	92
IMSHU	165	IMSHU CT	VARNI WY	SOUTH END	338	37	2	R	A	4/23/2013	86
JOE RU	397	JOE RUDDY CT	TULLY RD	EAST END	413	57	2	R	A	4/23/2013	90
KENWOR	340-A	KENWORTHY	TULLY RD	EAST END	771	37	2	R	A	4/23/2013	92
KIT FO	58-A	KIT FOX DR	BRAMBLE LN	HEATHROW WY	502	37	2	R	A	4/23/2013	89
KIT FO	60-A	KIT FOX DR	MORGAN LYNN LN	BRAMBLE LN	548	37	2	R	A	4/23/2013	90
LAURA	260	LAURA CT	PALMA AVE	SOUTH END	177	37	2	R	A	4/23/2013	85
LEAFLE	365-A	LEAFLET LN	FLORA VISTA DR	HEARTNUT WY	1226	37	2	R	A	4/23/2013	92
LITTLE	188-A	LITTLE AVE	ESTER MARIE AVE	COLLINWOOD DR	768	37	2	R	A	4/23/2013	92
LOCUST	256	LOCUST CT	NORTH END	LOCUST ST	177	37	2	R	A	4/23/2013	58
LOCUST	221	LOCUST ST	ORCHARD LN	EUCLID AVE	813	18	2	R	A	4/23/2013	81
LOCUST	223-A	LOCUST ST	PORTIA WY	MARIPOSA DR	607	37	2	R	A	4/23/2013	88
LOCUST	225-A	LOCUST ST	7TH ST	PORTIA WY	860	37	2	R	A	4/23/2013	49

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LOCUST	228	LOCUST ST	6TH ST	7TH ST	328	37	2	R	A	4/23/2013	92
LOCUST	229-A	LOCUST ST	CHARLES ST	6TH ST	1004	37	2	R	A	4/23/2013	86
LOCUST	232-A	LOCUST ST	TULLY RD	CHARLES ST	1314	37	2	R	A	4/23/2013	79
LOS AL	380	LOS ALAMOS	LOS ALAMOS DR	NE END	213	37	2	R	A	4/23/2013	92
LOS AL	381	LOS ALAMOS	S SANTA FE AVE	FLORA VISTA DR	157	37	2	R	A	4/23/2013	92
MARI L	185	MARI LN	LITTLE AVE	FOX RD	371	37	2	R	A	4/23/2013	92
MARIPO	215-A	MARIPOSA DR	LOCUST ST	THOMAS TAYLOR DR	1424	37	2	R	A	4/24/2013	92
MELODY	322-A	MELODY CT	WEST END	EAST END	328	37	2	R	A	4/24/2013	95
METCAL	100333	METCALF WY	CHARLES ST	FEATHERS CT	544	32	2	R	A	3/31/2008	100
METCAL	200333	METCALF WY	CHARLES ST	FEATHERS CT	544	24	2	R	A	3/31/2008	66
METCAL	331	METCALF WY	ADELIN CT	7TH ST	672	33	2	R	A	4/23/2013	86
METCAL	332	METCALF WY	FEATHERS CT	ADELIN CT	289	33	2	R	A	4/23/2013	95
METCAL	333	METCALF WY	CHARLES ST	FEATHERS CT	544	33	2	R	A	4/23/2013	95
METCAL	334	METCALF WY	BURLWOOD ST	CHARLES ST	1118	37	2	R	A	4/23/2013	92
MORGAN	62-A	MORGAN LYNN	KIT FOX DR	EAST END	1040	38	2	R	A	4/24/2013	94
MULBER	148-A	MULBERRY WY	NORTH END	FOX RD	1303	38	2	R	A	4/24/2013	75
NANNOS	82	NANNOS CT	FONTANA RANCH RD	EAST END	207	38	2	R	A	4/23/2013	96
NARCIS	342-A	NARCISCO WY	WEST END	TULLY RD	1210	37	2	R	A	4/24/2013	61
NUNCIA	84	NUNCIA CT	NW END	FONTANA RANCH RD	364	38	2	R	A	4/23/2013	96
NUTSHE	357	NUTSHELL CT	WALNUT HAVEN DR	SOUTH END	239	37	2	R	A	4/23/2013	90
ORCHAR	220	ORCHARD LN	THOMAS TAYLOR DR	LOCUST ST	394	38	2	R	A	4/23/2013	93
PALERM	72	PALERMO DR	AMBER PL	THOMAS TAYLOR DR	892	38	2	R	A	4/23/2013	96
PALMA	251-A	PALMA AVE	VINCENT AVE	DOMENIC AVE	945	37	2	R	A	4/24/2013	76
PALMER	306	PALMER CT	TULLY RD	EAST END	318	36	2	R	A	4/23/2013	92
PAUL S	183	PAUL ST	LITTLE AVE	FOX RD	364	37	2	R	A	4/23/2013	92
PINE S	237-A	PINE ST	S SANTA FE AVE	4TH ST	1596	37	2	R	A	4/24/2013	80
PINE S	242-A	PINE ST	4TH ST	7TH ST	991	28	2	R	A	4/24/2013	96
PINE S	245-A	PINE ST	7TH ST	EAST END	1220	34	2	R	A	4/24/2013	71
PORTIA	248	PORTIA WY	LOCUST ST	PINE ST	259	37	2	R	A	4/23/2013	84
PRELUD	314-A	PRELUDE LN	CONCERTO LN	SYMPHONY CT	1518	37	2	R	A	4/24/2013	91
RHAPSO	112-A	RHAPSODY LN	ENCORE LN	7TH ST	731	37	2	R	A	4/24/2013	95
ROSALI	258	ROSALIE CT	PALMA AVE	SOUTH END	177	37	2	R	A	4/23/2013	82

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S SANT	100020	S SANTA FE AVE	PINE ST	1ST ST	433	24	2	R	A	3/31/2008	100
S SANT	18-A	S SANTA FE AVE	E HATCH RD	LOS ALAMOS DR	2819	30	2	C	A	4/24/2013	70
S SANT	19	S SANTA FE AVE	LOS ALAMOS DR	TULLY RD	3047	34	2	C	A	4/23/2013	68
S SANT	20-A	S SANTA FE AVE	TULLY RD	HUGHSON AVE	574	26	2	C	A	4/24/2013	90
S SANT	22-A	S SANTA FE AVE	HUGHSON AVE	E WHITMORE AVE	899	27	2	C	A	4/24/2013	78
S SANT	26	S SANTA FE AVE	E WHITMORE AVE	CHARLES ST	659	25	2	C	A	4/23/2013	91
S SANT	27-A	S SANTA FE AVE	CHARLES ST	7TH ST	2385	28	2	C	A	4/24/2013	52
SAN GA	378	SAN GABRIEL DR	LEAFLET LN	FLORA VISTA DR	856	37	2	R	A	4/23/2013	86
SCHUBE	167	SCHUBERT CT	CARPATHIAN WY	EAST END	358	37	2	R	A	4/23/2013	92
SEEDLI	361	SEEDLING CI	GREENLEAF AVE	EAST END	266	37	2	R	A	4/23/2013	92
STEEPL	88	STEEPLECHAS	HUNTMASTER DR	THOMAS TAYLOR DR	144	37	2	R	A	4/23/2013	92
STEEPL	94-A	STEEPLECHAS	7TH ST	THOMAS TAYLOR DR	961	37	2	R	A	4/24/2013	88
SUGAR	159	SUGAR MAPLE	WHITE PINE ST	WILLOW ST	866	37	2	R	A	4/23/2013	90
SYMPHO	116	SYMPHONY CT	NORTH END	PRELUDE LN	269	37	2	R	A	4/23/2013	95
SYMPHO	309-A	SYMPHONY LN	FINALE LN	PRELUDE LN	492	37	2	R	A	4/24/2013	92
TASSLE	359	TASSLE CI	WEST END	GREENLEAF AVE	403	37	2	R	A	4/23/2013	90
THICKE	102	THICKET CT	FOX GLEN DR	EAST END	367	37	2	R	A	4/23/2013	87
THOMAS	211	THOMAS	FOX RD	MARIPOSA DR	161	41	2	R	A	4/23/2013	95
THOMAS	212-A	THOMAS TAYLOR DR	MARIPOSA DR	MARIPOSA DR	1017	37	2	R	A	4/24/2013	95
THOMAS	66	THOMAS TAYLOR DR	MORGAN LYNN LN	AMBER PL	538	37	2	R	A	4/23/2013	92
THOMAS	67-A	THOMAS	AMBER PL	FONTANA RANCH RD	896	37	2	R	A	4/24/2013	95
THOMAS	69-A	THOMAS	FONTANA RANCH RD	FOX RD	685	37	2	R	A	4/24/2013	96
TRISTA	44	TRISTAN CT	NORTH END	CHANTILLY WY	348	37	2	R	A	4/23/2013	88
TULLY	200383-A	TULLY RD	1519 TULLY RD	KENWORTHY CT	410	35	2	C	A	4/24/2013	74
TULLY	383	TULLY RD	E HATCH RD	1519 TULLY RD	356	24	2	C	A	4/23/2013	74
TULLY	384	TULLY RD	NARCISCO WY	WALNUT HAVEN DR	298	37	2	R	A	4/23/2013	85
TULLY	385-A	TULLY RD	WALNUT HAVEN DR	FOX RD	1574	37	2	R	A	4/24/2013	89
TULLY	388	TULLY RD	FOX RD	PALMER CT	308	34	2	C	A	4/23/2013	67
TULLY	389-A	TULLY RD	PALMER CT	S SANTA FE AVE	1164	24	2	C	A	4/24/2013	45
TULLY	392	TULLY RD	S SANTA FE AVE	E WHITMORE AVE	1191	20	2	C	A	4/23/2013	51

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TULLY	393-A	TULLY RD	E WHITMORE AVE	DS@114S JOE RUDDY CT	544	37	2	C	A	4/24/2013	84
TULLY	394	TULLY RD	DS@114S JOE RUDDY CT	DS@878S JOE RUDDY CT	764	30	2	C	A	4/23/2013	90
TULLY	395	TULLY RD	DS@878S JOE RUDDY CT	ROEDING RD	1325	24	2	R	A	4/23/2013	92
VARNI	169	VARNI CT	CARPATHIAN WY	EAST END	380	37	2	R	A	4/23/2013	89
VARNI	170-A	VARNI WY	TULLY RD	VARNI CT	820	37	2	R	A	4/24/2013	92
VINCEN	254	VINCENT AVE	PALMA AVE	LOCUST ST	384	37	2	R	A	4/23/2013	87
VIXEN	104	VIXEN CT	FOX GLEN DR	EAST END	374	37	2	R	A	4/23/2013	89
WALKER	303	WALKER LN	1ST ST	2ND ST	325	37	2	R	A	4/23/2013	72
WALKER	304	WALKER LN	TULLY RD	1ST ST	321	37	2	R	A	4/23/2013	71
WALNUT	174-A	WALNUT	HEARTNUT WY	TULLY RD	1158	37	2	R	A	4/24/2013	87
WHITE	157	WHITE BIRCH	WHITE PINE ST	WILLOW ST	856	37	2	R	A	4/23/2013	90
WHITE	155-A	WHITE PINE ST	CHARLES ST	WHITE BIRCH DR	498	37	2	R	A	4/24/2013	89
WILLOW	151	WILLOW ST	WHITE BIRCH DR	MULBERRY WY	269	37	2	R	A	4/23/2013	89
WILLOW	152-A	WILLOW ST	CHARLES ST	WHITE BIRCH DR	521	37	2	R	A	4/24/2013	87

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