



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

AGENDA
MONDAY, AUGUST 24, 2015 – 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: Hughson Ministerial Association

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: 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.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this Agenda will be made available at the City Clerk's counter at City Hall located at 7018 Pine Street, Hughson, CA.

- 3.1:** Approve the Minutes of the Regular Meeting of August 10, 2015.
- 3.2:** Approve the Warrants Register.
- 3.3:** Review City of Hughson Fiscal Year 2014/2015 Community Development Block Grant (CDBG) Activity
- 3.4:** Approve Amendment #1 to the Memorandum of Understanding Between the City of Hughson and Operating Engineers Local Union No. 3 on Behalf of the City of Hughson Employees Association
- 3.5:** Approval to Adopt Resolution No. 2015-24 Supporting the Designation of Highway 132 as the John Muir Highway
- 3.6:** Waive the Second Reading of Ordinance No. 2015-10, an Ordinance of the City Council of the City of Hughson Amending the Development Agreement Relating to the Development Known as Feathers Glen.
- 3.7:** Approve Designating Mayor Pro Tem Jeramy Young as the Voting Delegate for the League of California Cities Annual Conference on September 30-October 2, 2014 in San José, California.
- 3.8:** Accept the Quarterly City of Hughson Legislative Report.

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: None.

6. NEW BUSINESS:

- 6.1** Approve the City of Hughson's Formal Response to the Stanislaus County Civil Grand Jury Final Report – 15-16 GJ – Local Effects of Prison Realignment (AB 109) and Proposition 47
- 6.2:** Approval to Refurbish the Stadium Lighting at Lebright Fields for Evening Use

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:

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 27	▪ Hughson Farmers' Market, Downtown Hughson, Charles St, 4:00-8:00 p.m
September 10	▪ Hughson Farmers' Market, Downtown Hughson, Charles St, 4:00-8:00 p.m
September 14	▪ City Council Meeting, @ City Hall Chambers, 7:00 p.m

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this Agenda will be made available at the City Clerk's counter at City Hall located at 7018 Pine Street, Hughson, CA. 3

September 19	▪ Hughson Fruit and Nut Festival 10a.m-5 p.m
September 20	▪ Hughson Fruit and Nut Festival 10 a.m-4 p.m
September 28	▪ City Council Meeting, @ City Hall Chambers, 7:00 p.m
October 12	▪ City Council Meeting, @ City Hall Chambers, 7:00 p.m
October 13	▪ Parks and Recreation Commission Meeting @ City Hall Chambers, 6:00 p.m
October 20	▪ Planning Commission Meeting @ City Hall Chambers, 6:00 p.m
October 26	▪ City Council Meeting, @ City Hall Chambers, 7:00 p.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.**

AFFIDAVIT OF POSTING

DATE: August 20, 2015 **TIME:** 5:00 pm
NAME: Marilyn Castaneda **TITLE:** Management Intern

**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.

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 24, 2015
Subject: Approval of the City Council Minutes
Presented By: Marilyn Castaneda, Management Intern

Approved By: _____

Staff Recommendation:

Approve the Minutes of the Regular Meeting of August 10, 2015.

Background and Overview:

The draft minutes of the August 10, 2015 meeting are prepared for the Council's review.



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

**MINUTES
MONDAY, AUGUST 10, 2015 – 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 L. Mendez, City Manager
Daniel J. Schroeder, City Attorney
Jaylen French, Community Development Director
Lisa Whiteside, Finance Manager
Jaime Velazquez, Utilities Superintendent
Marilyn Castaneda, Management Intern

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Hughson Ministerial Association

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

Jean Henley-Hatfield addressed City Council and public, thanking the City Council and City staff for support of their upcoming Hughson Historical Society Annual Appreciation Dinner. Ms. Henley-Hatfield also thanked Deputy Dennis Wallace and Hughson Police Services for their continued support and assistance to the community.

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:** Approve the Minutes of the Regular Meeting of July 27, 2015.
- 3.2:** Approve the Warrants Register.
- 3.3:** Review and approve the City of Hughson Treasurer's Report for May 2015.
- 3.4:** Approve the Economic Development Committee's (EDC) recommendation to award Business Incentive Funds, in the form of a loan, for an existing business (Kids First Learning Center & Daycare) at 2419 Charles Street.
- 3.5:** Approve the 2015-2016 Allocation Agreement for the Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County.

Beekman/Carr 5-0 Motion passes to approve Consent Calendar.

4. UNFINISHED BUSINESS:

- 4.1:** Discuss and Provide Direction on the Draft Request for Proposals (RFP) and lease agreement for farming of property located on Leedom Road near the Waste Water Treatment Facility.

Raul Mendez, City Manager, and Dan Schroeder, City Attorney, presented the staff report on this item. City Manager Mendez opened up the discussion to City Council on all possible options for the best and future use of the City owned property. City Attorney Schroeder shared the elements of the Draft Request for Proposals and lease agreement.

Councilmember Silva directed City staff to bring in someone with an agriculture background to contribute their knowledge and expertise during the evaluation of the responses to the Request for Proposals. Councilmember Silva asked for clarification on the water source for the 40 acre parcel.

Jaime Velazquez, Utilities Superintendent, clarified the history and water sources of the 40 acre property. After clarification, the City Attorney advised that use of that segment of the City owned property would require an environmental review.

Mayor Pro Tem Young asked if the 25% gross proceeds was the correct level and if leaving the percentage off of the draft contract and to negotiate the percentage would be a better idea. Mayor Beekman provided his knowledge on rental rate percentage based on his experience and research and shared that the 25% was probably high. City Attorney Schroeder shared that the draft contract does allow room for negotiation of the rental rate percentage.

City Manager Raul Mendez informed the City Council that City staff had first focused on the 12 acre City owned property since the current agriculture lease agreement would expire during the end of the harvest season this year. He noted that City staff will return with options for the 40 acre City owned property at a future date once some additional staff work and research was complete.

Mayor Beekman opened the Public Hearing at 7:22 P.M. There were no Public Comments. The Public Hearing was closed at 7:23 P.M.

HILL/SILVA 5-0 motion passes to direct City staff to issue the Request for Proposals (RFP) and draft lease agreement for farming of property located on Leedom Road near the Waste Water Treatment Facility.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1: Adopt Ordinance 2015-10, an Ordinance of the City Council of the City of Hughson amending the Development Agreement relating to the development known as Feathers Glen.

Jaylen French, Community Development Director, presented the staff report on this item.

Mayor Beekman opened the Public Hearing at 7:26 P.M. There were no Public Comments. The Public Hearing was closed at 7:27 P.M.

BEEKMAN/CARR 5-0 motion passes to introduce and waive the first reading of Ordinance 2015-10, an Ordinance of the City Council of the City of Hughson amending the Development Agreement relating to the development known as Feathers Glen.

6. NEW BUSINESS: None.

7. CORRESPONDENCE: None.**8. COMMENTS:****8.1: Staff Reports and Comments: (Information Only – No Action)****City Manager:**

City Manager Mendez shared with excitement how successful National Night Out was with the City Council and public. There were 25 stops and 3 caravans driving around for about 3 hours visiting each celebration. City Manager Mendez also reminded the City Council of the upcoming Stanislaus County Day Reporting Center Dedication on August 13th at the Public Safety Center in Ceres at 9:30 a.m, as well as the Hughson Historical Society Annual Appreciation Dinner at St. Anthony's Church on August 14th starting at 6 p.m.

City Clerk:**Community Development Director:**

Director French updated the City Council and public that Hughson's water usage year to date amount is currently down by 28.6% from 2013. Director French also informed the public and the City Council on the upcoming construction on Hughson Avenue and that the sidewalks will be closed down but should be back open by August 12th. Also, that the City initiated and completed improvements in the last week at the end of Mulberry Avenue to install curbs and gutters. It was also reported that Dollar General will start demolition this week and hope to be

completed by the end of the calendar year.

Director of Finance: Finance Manager Lisa Whiteside updated the City Council and public about the auditors being here the last two weeks for field work and that they will be coming out for the last time on November 9th.

Police Services: Chief Larry Seymour provided the City Council with the Crime Statistic Report from 07/13/2015 - 08/09/2015.

City Attorney:

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

Councilmember Carr thanked Chief Seymour and City staff for such a great National Night Out event. Also, Councilmember Carr announced he had received some emails about flyovers taking place and let the public and the City Council know it was for the spraying of mosquitoes (Turlock Mosquito Abatement District). He also shared that a 52 year old women residing in Denair had been diagnosed with the first case of West Nile Virus. He advised residents to continue to use mosquito repellent with DEET for protection.

Councilmember Silva welcomed Hughson's new pastor, Tim Gravatt.

Councilmember Hill shared with the City Council what a success the Hughson Farmer's Market has become and how fun it was for all ages at Hughson's National Night Out.

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

Mayor Beekman shared that he had asked the auditors look to provide an opinion on the appropriate use of Public Facility Fees. He asked City staff to look to initiate appropriate projects utilizing those funds. Mayor Beekman reiterated the success of National Night Out and pleased to see everyone in the community working together.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

10. REPORT FROM CLOSED SESSION: NONE.

ADJOURNMENT:

CARR/BEEKMAN motion passes to adjourn the meeting at 7:50 P.M.

Matt Beekman, Mayor

Dominique Spinale Romo, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2 SECTION 3: CONSENT CALENDAR

Meeting Date: August 24, 2015
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Shannon Esenwein, Director of Finance

Approved By: _____

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrants register presented to the City Council is a listing of all expenditures paid from 8/17/15 – 8/19/15.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

SV

REPORT.: Aug 19 15 Wednesday
RUN....: Aug 19 15 Time: 15:54
Run By.: MARTHA SERRATO

City of Hughson
Cash Disbursement Detail Report
Check Listing for 08-15 Bank Account.: 0100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	---Payment Information---	
					Invoice #	Description
46759	8/17/2015	AND02	ANDREWS ELECTRIC	\$ 788.65	77601	REWIND SEWER ELECTRIC MOTOR
46760	8/17/2015	BAR02	BARTLE WELLS ASSOCIATES INC	\$ 10,607.62	1007	FINAL INVOICE-WATER RATE STUDY FOR HUGHSON 2013-15
46761	8/17/2015	NEU01	NEUMILLER & BEARDSLEE	\$ 10,306.93 \$ 600.00	271193 B50817	LEGAL SVCS JUNE LEGAL SVCS MAY
Check Total:				\$ 10,906.93		
46762	8/17/2015	OFF06	OFFICE TEAM	\$ 612.43	43357045	EXTRA HELP 6/26/15
46763	8/17/2015	CIT16	CITIZENS BUSINESS BANK	\$ 86,736.28	B50817	INSTALLMENT SALE AGREEMENT #06-003-AF
46764	8/17/2015	CIT18	CITY NATIONAL BANK	\$ 238,865.99	B50817	INSTALLMENT SALE AGREEMENT #08-001
46765	8/17/2015	CSJ03	CSJVRMA	\$ 66,121.00	A20160018	2015/2016 1ST QUARTER DEPOSIT
46766	8/17/2015	EXP00	EXPRESS PERSONNEL SERVICE	\$ 1,262.02	160085965	EXTRA HELP WEEK ENDING 7/15
46767	8/17/2015	HAR02	THE HARTFORD	\$ 429.66	B50817	DEFERRED COMPENSATION
46768	8/17/2015	MOD04	CITY OF MODESTO	\$ 7,223.00	66047	SDEA CONTRIBUTIONS 14/15 2 OF 2
46769	8/17/2015	PER01	P.E.R.S.	\$ 10,931.39	B50817	RETIREMENT
46770	8/17/2015	STA23	CalPERS SUPPLEMENTAL INCO	\$ 632.50	B50817	DEFERRED COMPENSATION
46771	8/17/2015	TID01	TURLOCK IRRIGATION DIST.	\$ 51,993.74	B50817	ELECTRIC
46772	8/19/2015	ABE02	ABEL'S AUTO REPAIRS	\$ 97.29	B50819	REPAIR OF 2002 CROWN VIC.
46773	8/19/2015	ABS00	ABS PRESORT	\$ 886.33	100053	PRINTING OF UTILITY BILLS AUG-2015
46774	8/19/2015	AFL01	AFLAC	\$ 880.70	B50818	AFLAC
46775	8/19/2015	ALL07	ALLEY INSURANCE SERVICE,	\$ 592.00	1009	HEALTH PLAN CONSULTING 9/15
46776	8/19/2015	ATT01	AT&T	\$ 25.97	B50819	PHONE
46777	8/19/2015	AVA00	AVAYA, INC	\$ 80.02	733490066	PHONE
46778	8/19/2015	CEN14	CENTRAL JANITOR'S SUPPLY	\$ 65.78	627923	LEMON DISINFECTANT
46779	8/19/2015	CEN30	CENTRAL CALIFORNIA GENERA	\$ 415.13	1443	ANNUAL GENERATOR MAINT - E HATCH
				\$ 1,097.45	1444	ANNUAL GENERATOR MAINT
				\$ 666.74	1445	ANNUAL GENERATOR MAINT WELL # 3
				\$ 503.03	1446	ANNUAL GENERATOR MAINT WELL # 4

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Payment Information	
					Invoice #	Description
				\$ 503.03	1447	ANNUAL GENERATOR MAINT WELL #5
				\$ 571.78	1448	ANNUAL GENERATOR MAINT WELL #8
				\$ 1,177.53	1449	ANNUAL GENERATOR MAINT-WWTP
			Check Total:	\$ 4,934.69		
46780	8/19/2015	CHA01	CHARTER COMMUNICATION	\$ 72.94	B50819	IP ADDRESS - PW SHOP
46781	8/19/2015	CON14	CONDOR EARTH TECHNOLOGIES	\$ 2,581.75	71679	MS4 GENERAL PERMIT SUPPORT
46782	8/19/2015	COO01	COOPER CONTROLS, INC.	\$ 1,671.05	10094-01	SERVICED FLOW METERS, ANNUAL CALIBRATIONS
46783	8/19/2015	COS01	COSTCO WHOLESALE	\$ 55.00	B50818	COSTCO MEMBERSHIP DUES
46784	8/19/2015	DEH01	DEHART PLUMBING HEATING	\$ 90.00	W79417	LABOR AC UNIT AT SHERRIFF'S OFFICE 7/14
				\$ 90.00	W79790	LABOR INSP. AC UNIT AT SHERRIFF'S OFFICE 7/29
			Check Total:	\$ 180.00		
46785	8/19/2015	EXPO0	EXPRESS PERSONNEL SERVICE	\$ 1,203.92	160387411	EXTRA HELP 7/12/15
				\$ 1,245.00	161604301	EXTRA HELP 8/9/15
			Check Total:	\$ 2,448.92		
46786	8/19/2015	EZN00	EZ NETWORK SOLUTIONS	\$ 144.19	29886	REPLACEMENT MONITOR
				\$ 295.04	30010	OFF SITE DATA STORAGE
			Check Total:	\$ 439.23		
46787	8/19/2015	FAR03	FARMERS BROTHERS COFFEE	\$ 59.07	62288435	COFFEE
46788	8/19/2015	GIB00	GIBBS MAINTENANCE CO	\$ 972.00	18255	JANITOR SERVICES FOR JULY
46789	8/19/2015	HIN00	HINDERLITER, DELLAMAS &	\$ 464.99	0024122IN	CONTRACT SERVICES-SALES TAX 3RD QTR
46790	8/19/2015	HUG11	HUGHSON FARM SUPPLY	\$ 10.71	H143033	MISC SMALL TOOLS & SUPPLIES
				\$ 10.74	H143306	SUPPLIES FOR WELL #8
				\$ 6.45	H143742	ELECTRICAL OUTLET BOX REPLACEMENT WELL #3
				\$ 18.80	H145159	FITTINGS FOR WATER DEPT.
				\$ 51.56	H145289	MISC SMALL TOOL & SUPPLIES
				\$ 26.88	H145565	WELL SITE SUPPLIES
				\$ 72.93	H146028	MISC. SMALL TOOLS & SUPPLIES
				\$ 22.91	H146069	MISC SMALL TOOL & SUPPLIES
				\$ 4,740.16	H146349	PARKS AND BLDGS & LLDS DEPT
				\$ 6.99	H146959	MISC SMALL TOOL & SUPPLIES
				\$ 243.05	H10098001	MISC SMALL TOOL & SUPPLIES

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
				\$ 156.02	H10102701	A/C BELTS, WATER PIPE REPAIR KIT
			Check Total:	\$ 5,367.20		
46791	8/19/2015	HUG34	VALLEY PARTS WAREHOUSE, I	\$ 17.61	152296	SMALL MATERIAL NEEDED FOR VEHICLE MAINT & REPAIR
				\$ 9.43	153761	SMALL MATERIAL NEEDED FOR VEHICLE MAINT. & REPAIR
				\$ 14.48	154014	SMALL MATERIAL NEEDED FOR VEHICLE MAINT & REPAIR
				\$ 4.29	154041	SMALL MATERIAL NEEDED FOR VEHICLE MAINT. & REPAIR
				\$ 8.07	154175	SMALL MATERIAL NEEDED FOR VEHICLE MAINT & REPAIR
			Check Total:	\$ 53.88		
46792	8/19/2015	LEG01	LEGAL SHIELD	\$ 25.90	B50819	LEGAL SERVICES
46793	8/19/2015	MCR01	MCR ENGINEERING, INC	\$ 9,156.50	11116	WHITMORE WATER LINE EXT & HUGH. AVE/TULLY RD CROSS
				\$ 3,220.00	11067#B	TULLY RD RAILROAD CROSSING CONST. ENGINEERING
			Check Total:	\$ 12,376.50		
46794	8/19/2015	MEN20	MENDEZ, RAUL	\$ 327.45	B50819	CITY EVENT REIMBURSEMENTS
46795	8/19/2015	MIN00	MINTIERHARNISH PLANNING C	\$ 4,279.45	HUGHHEU08	HUGHSON 5TH CYCLE HOUSING ELEMENT UPDATE
46796	8/19/2015	MIS01	MISSION UNIFORM SERVICE	\$ 48.60	500433287	UNIFORM SERVICES
				\$ 50.73	500433288	UNIFORM SERVICES
				\$ 15.96	500433289	UNIFORM SERVICES
				\$ 64.80	500476425	UNIFORM SERVICES
				\$ 62.88	500476426	UNIFORM SERVICES
				\$ 15.96	500476427	UNIFORM SERVICES
				\$ 69.96	500481266	UNIFORM SERVICES
				\$ 52.65	500521203	UNIFORM SERVICES
46796	8/19/2015	MIS01	MISSION UNIFORM SERVICE	\$ 74.28	500521204	UNIFORM SERVICES
				\$ 15.96	500521205	UNIFORM SERVICES
				\$ 48.60	500562538	UNIFORM SERVICES
				\$ 62.88	500562539	UNIFORM SERVICES
				\$ 15.96	500562540	UNIFORM SERVICES
				\$ 49.60	500609640	UNIFORM SERVICES
				\$ 50.08	500609641	UNIFORM SERVICES
				\$ 15.96	500609642	UNIFORM SERVICES
			Check Total:	\$ 714.86		
46797	8/19/2015	OFF06	OFFICE TEAM	\$ 598.40	43428824	EXTRA HELP 7/03/15
				\$ 751.29	43529348	EXTRA HELP 7/17/15
				\$ 760.80	43559538	EXTRA HELP 7/24/15
				\$ 580.11	43610885	EXTRA HLEP 7/31/15
				\$ 391.81	43682133	EXTRA HELP 8/7/15
			Check Total:	\$ 3,082.41		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
46798	8/19/2015	OPE01	OPERATING ENGINEERS LOCAL	\$ 329.00	B50819	LOCAL UNION #3 DUES
46799	8/19/2015	PAC05	PACIFIC PLAN REVIEW	\$ 3,060.00	B50819	CONTRACT SRVCS PLANNING/B
				\$ 765.00	B50820	CONTRACT SRVCS PLANNING/B
				\$ 361.36	H1027-15	CONTRACT SRVCS PLANNING/B
				\$ 117.13	H1028-15	CONTRACT SRVCS PLANNING/B
				\$ 117.21	H1031-15	CONTRACT SRVCS PLANNING/B
				\$ 117.21	H1032-15	CONTRACT SRVCS PLANNING/B
				\$ 130.01	H1034-15	CONTRACT SRVCS PLANNING/B
				\$ 138.46	H1035-15	CONTRACT SRVCS PLANNING/B
				\$ 117.21	H1036-15	CONTRACT SRVCS PLANNING/B
				\$ 178.63	H1038-15	CONTRACT SRVCS PLANNING/B
				\$ 192.28	H1039-15	CONTRACT SRVCS PLANNING/B
				\$ 117.21	H1040-15	CONTRACT SRVCS PLANNING/B
				\$ 131.49	H1041-15	CONTRACT SRVCS PLANNING/B
				\$ 136.91	H1042-15	CONTRACT SRVCS PLANNING/B
			Check Total:	\$ 5,680.11		
46800	8/19/2015	QUI03	QUICK N SAVE	\$ 56.32	1-1987	DIESEL
				\$ 107.05	1-3846	DIESEL
				\$ 113.39	1-5621	DIESEL
			Check Total:	\$ 276.76		
46801	8/19/2015	RAM14	RAMIREZ, ANA	\$ 210.00	B50819	DAMAGE DEPOSIT REFUND FOR SR CENTER 8/8/15
46802	8/19/2015	REG00	REGIONAL GOVERNMENT SERVI	\$ 1,903.53	5139	CONTRACT SERVICES FOR SOUZA
46803	8/19/2015	RIC04	RICOH USA, INC	\$ 1,340.15	95269020	COPIER LEASE
46804	8/19/2015	SEE01	SEEGER'S	\$ 482.16	0117753IN	DOOR HANGER CITATIONS FOR WATERING
46805	8/19/2015	SHR02	SHRED-IT CENTRAL CA	\$ 129.34	407029340	SHREDDING
46806	8/19/2015	STE07	STEELEY, JARED WATER & WA	\$ 2,275.00	6065	CONSULTING FOR WATER & WASTE WATER
46807	8/19/2015	TUR12	TURLOCK, CITY OF	\$ 115.00	201600005	FUEL
46808	8/19/2015	UNI11	UNIVAR USA, INC	\$ 654.37	SJ696403	SODIUM HYPOCHLORITE
				\$ 608.21	SJ699454	SODIUM HYPOCHLORITE
			Check Total:	\$ 1,262.58		
46809	8/19/2015	UNU01	UNUM LIFE INSURANCE CO.	\$ 1,280.58	B50819	LIFE INSURANCE WITHHOLDING
46810	8/19/2015	USA02	USA MOBILITY	\$ 11.70	B50819	PAGER SERVICE
46811	8/19/2015	USH00	US HEALTHWORKS MEDICAL	\$ 141.00	2737556CA	PROFESSIONAL SERVICES
				\$ 196.00	2744145CA	PROFESSIONAL SERVICES
			Check Total:	\$ 337.00		
46812	8/19/2015	VIS00	VISTA PAINT	\$ 370.95	201523885	RED CURB PAINT
46813	8/19/2015	WAR00	WARDEN'S OFFICE	\$ 26.44	18667230	OFFICE SUPPLIES
			Cash Account Total:	\$ 545,876.89		
			Total Disbursements:	\$ 545,876.89		



CITY OF HUGHSON AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: August 24, 2015
Subject: Review the City of Hughson Fiscal Year 2014-2015
Community Development Block Grant (CDBG) Activity
Presented By: Jaylen French, Community Development Director

Approved By: _____

Staff Recommendation:

Review the City of Hughson Fiscal Year 2014-2015 Community Development Block Grant (CDBG) Activity.

Background and Overview:

Stanislaus County is recognized as an eligible Urban County by the Federal Department of Housing and Urban Development (HUD) and thus receives Community Development Block Grant (CDBG) funds.

In 2002, Stanislaus County formed the Stanislaus County CDBG Consortium, which includes the unincorporated communities of the County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford.

As a consortium member, the City of Hughson receives a proportional share of the total funds available to the County, which for Fiscal Year 2014-2015 was \$1,497,346. The City of Hughson's share is \$134,068.

Discussion:

In the past, the Consortium members were required to hold community meetings and approve a CAPER or Consolidated Annual Performance and Evaluation Report to help the Federal government ensure funds were being used appropriately. For Fiscal Year 2014-2015, the Consortium members are required to report their Councils the CDBG accomplishments from the prior fiscal year, which is then shared with the County for inclusion into the CAPER. This item will update the Council on Hughson's CDBG accomplishments for Fiscal Year 2014-2015.

The City of Hughson expended a total of \$140,548 for the 5th Street project. This included CDBG funds from Fiscal Years 2011-2012, 2012-2013 and 2013-2014. The County uses first available dollars first. The remainder of 2013-2014 funds and a portion of 2014-2015 funds will be used on the Hughson Avenue Improvements Project and eligible administration costs.

The City of Hughson is attempting to use a portion of 2014-2015 funds on the Fox Road Sidewalk Infill Project. The City will need to coordinate with the County to perform an income survey on that portion of the roadway to ensure it is eligible.

Fiscal Impact:

The entitlement allocation for Fiscal Year 2014-2015 for Stanislaus County was \$1,497,346. The City of Hughson's estimated funding is \$134,068.



CITY OF HUGHSON AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: August 24, 2015
Subject: Approval of Amendment #1 to the Memorandum of Understanding Between the City of Hughson and Operating Engineers Local Union No. 3 on Behalf of the City of Hughson Employees Association
Presented By: Raul L. Mendez, City Manager

Approved By: _____

Staff Recommendation:

1. Approve Amendment #1 to the Memorandum of Understanding between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association.
2. Authorize the City Manager to execute the agreement with Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association.

Background and Overview:

The current Memorandum of Understanding (MOU) between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association was approved by the City Council on June 23, 2014. The current MOU contained most of the details of the prior agreement with a few modifications to the term, retirement, group medical-dental-vision, and pay rates. The current MOU also made technical amendments to overtime, vacation leave and the cash payment option for vacation.

The term of the current agreement is from July 1, 2014 to June 30, 2018. The agreement also moved away from the prior model and began shifting the contribution for retirement and the employee share contribution (previously covered by the City) to current members over the term of the agreement at an escalation of 2% annually. New members would fall under the California Public Employees' Pension Reform Act of 2013 and pay the full amount of the employee share contribution. The current agreement also included an annual pay rate adjustment of 3% annually over the term of the agreement.

Another new element of the current agreement was a cost control for group medical dental-vision benefits. For employees hired prior to July 1, 2014, the City established a maximum payment level for group medical-dental-vision costs based on the San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross PPO rate. At initial enrollment, the

employee had the one-time option to change current status (single employee, employee and spouse, employee and child or family). For employees hired after July 1, 2014, the City would pay the cost of group medical-dental-vision for employee and dependents to a maximum of \$920 per month. The City and employee would share equally in the cost of any excess above these maximum thresholds.

Amendment #1

During the course of the last fiscal year, City staff realized that the current MOU did not account for what is generally referred to a “qualifying life event” amongst employees hired prior to July 1, 2014. A “qualifying life event” is defined as marriage, divorce, birth of child, etc. As mentioned, the current MOU only allows for a change to current status at initial enrollment. After much internal discussion, it was concluded that this was not the original intent of the execute language. As such, City staff conferred with the City Council and received direction to revise the section accordingly, share the new language with the City of Hughson Employees Association and Operating Engineers Local Union No. 3, and bring the amendment back for approval. City staff worked with the City Attorney to draft the necessary amendment and met and conferred with labor representatives who were amenable to the clarifying language.

The current Memorandum of Understanding between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association and Amendment #1 are attached for reference.

Fiscal Impact:

If approved, the amendment may result in a slight increase to the City's cost for group health benefits. This will equalize over time through employee attrition. City staff will continue to monitor these costs through the current containment model and share information during the annual budget process.

**AMENDMENT #1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HUGHSON AND OPERATING ENGINEERS LOCAL UNION NO. 3 ON
BEHALF OF THE CITY OF HUGHSON EMPLOYEES ASSOCIATION
(JULY 1, 2014 TO JUNE 30, 2018)**

The duly authorized representatives of the City of Hughson and the operating Engineers Local Union No. 3, having met and conferred in good faith, declare their agreement to the provisions of this Amendment #1 to the Memorandum of Understanding effective July 1, 2014 to June 30, 2018.

1. Section 12.F., is hereby amended to read as follows:

F. Employee Benefits

The City provides certain benefits for its employees, depending on employee categories. The City reserves the right to eliminate or modify any of the benefits at any time, subject to such requirements for meet-and-confer as may be established by law.

(1) Workers' Compensation. All employees are covered by Workers' Compensation, as required by law. Any on-the-job injuries or illness must be immediately reported to the employee's supervisor and to the employee performing the Risk Management function.

(2) Group Medical-Dental-Life-Vision Insurance Benefits. Regular employees and their dependents may participate in the City's group medical, dental, life, and vision insurance programs. All regular employees shall be included automatically in the programs, unless the employee waives coverage. The City pays the cost for employee group insurance coverage as established by City Council resolution.

For employees hired prior to July 1, 2014, the City will establish a maximum payment level for Group Medical-Dental-Vision costs based on the San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross PPO rate (effective July 2014). At initial enrollment, the employee will have the one-time option to change current status (single employee, employee and spouse, employee and child or family). Thereafter, employee status may change only upon a qualifying life event which shall have the same meaning as an event allowing an out of open enrollment period change in typical insurance plans (i.e., marriage, divorce, birth of a child). For employees hired after July 1, 2014, the City will pay the cost of Group Medical-Dental-Vision for employee and dependents to a maximum of \$920 per month. The City and employee will share equally in the cost of any excess above these maximum thresholds.

**For Operating Engineers Local Union No. 3
Of the International Union of Operating Engineers, AFL-CIO**

Russ Burns
Business Manager

Date

Carl Goff
President

Date

Dan Reding
Vice-President

Date

James K. Sullivan
Recording-Corresponding Secretary

Date

Rick Davis
Director, Public Employee Division

Date

Darren Semore
Business Representative

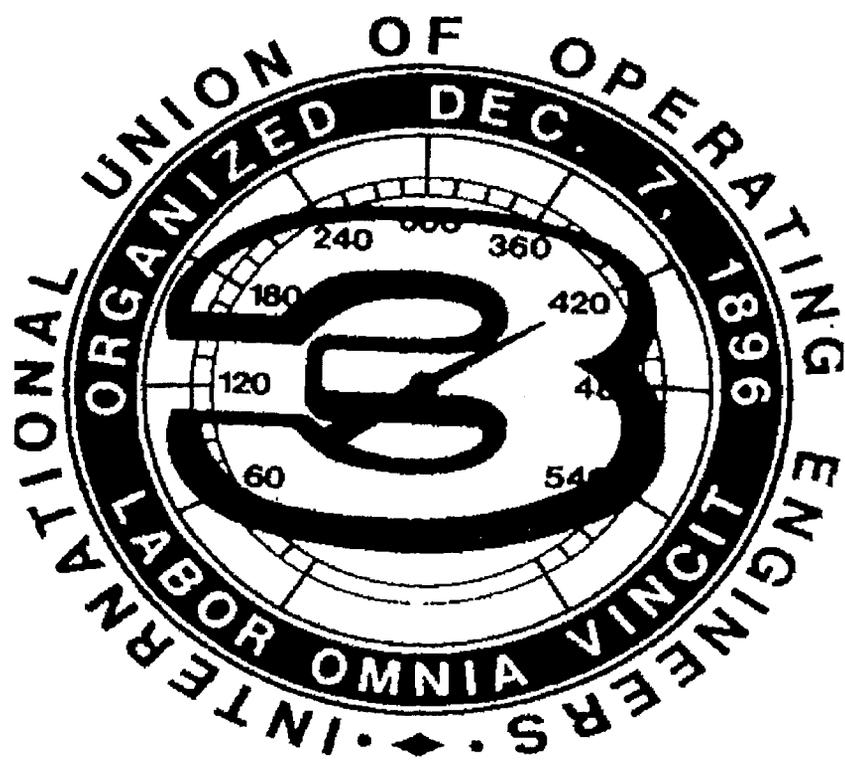
Date

For City of Hughson:

Raul L. Mendez
City Manager

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
HUGHSON AND OPERATING ENGINEERS LOCAL UNION No. 3
ON BEHALF OF THE CITY OF HUGHSON EMPLOYEES
ASSOCIATION**



July 1, 2014 to June 30, 2018

City of Hughson Employees Association

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City of Hughson Employees Association

SECTION 1. TERMS OF AGREEMENT

This Memorandum of Understanding shall be in full force and effect for a period commencing on July 1, 2014 to June 30, 2018 unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties of this agreement.

On or about March 1, 2016, the City and Bargaining Unit will discuss the financial position of the City's General Fund.

SECTION 2. PURPOSE

The purpose of this Memorandum of Understanding is to promote, and provide harmonious relations, peaceful resolution of disputes, and cooperation and understanding between the City and its employees covered herein, and to set forth the full and entire understanding reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with state and federal law and city ordinances, rules and regulations.

SECTION 3. RECOGNITION

Operating Engineers Local 3, AFL-CIO, hereinafter referred to, as the "Union" is the recognized employee organization for the Professional and Technical Bargaining Unit, certified pursuant to Resolution 04-36, adopted by the City Council on April 26, 2004 and the Skilled Trades and Maintenance Unit, certified pursuant to Resolution 04-36 adopted by the City Council on April 26, 2004. As of July 1, 2012 both bargaining units were merged into one group known as "The City of Hughson Employees Association" and Operating Engineers Local 3, AFL-CIO is recognized as the exclusive sole bargaining representative for all classifications in "The City of Hughson Employees Association".

This Memorandum of Understanding shall cover the following Job Classifications:

- Accounting Technician I/II
- Building Inspector
- Code Enforcement Officer
- Maintenance Worker I/II
- Mechanic/Maintenance Worker II
- Parks and Recreation Coordinator
- Parks Maintenance Worker
- Planning and Building Assistant
- Public Works Supervisor
- Redevelopment and Housing Program Analyst
- Senior Accounting Technician
- Senior Maintenance Worker
- Senior Parks Maintenance Worker
- Senior Water Distribution System Operator
- Senior Water Distribution/Treatment System Operator
- Wastewater Chief Plant Operator
- Wastewater Treatment Plant Operator I/II
- Wastewater Treatment Plant Operator-In-Training
- Water Distribution System Operator

City of Hughson Employees Association

SECTION 4. UNION SECURITY

A. Dues Deduction

General. The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. The Union has the exclusive privilege of dues deduction for its members.

Authorization, cancellation or modification of payroll deductions shall be made upon forms provided or approved by the City. The payroll deduction authorization shall remain in effect until canceled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

If an employee is promoted to a position, which is represented by another employee organization, or to an unrepresented unit, membership dues for the former unit will not be deducted from the employee's paycheck by the City.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that pay period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made.

In this connection, all other required deductions have priority over the employee organization deduction.

Indemnity and Refund. The Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

SECTION 5. USE OF CITY FACILITIES

The Union shall be allowed by the City department in which it represents employees use of space on available bulletin boards for communications having to do with official Union business, such as times and places of meetings, provided such use does not interfere with the needs of the department. The Union may submit to the City Employee

City of Hughson Employees Association

Relations officer written communications having to do with official Union business for distribution by the City to identified shop stewards. Distribution may be by e-mail.

Any representative of the Union shall give notice to the department head or designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Union business shall be conducted during the non-duty hours of all employees concerned. Pre-arrangement for routine contact may be made with individual department heads and when made shall continue until revoked by the department head.

City buildings and other facilities may be made available for use by City Employees of the Union or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

SECTION 6. ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given to the Union if affected by any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to negotiate if requested with the designated management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described about and be given an opportunity if requested to negotiate changes to said notice with the management representatives designated by the City Manager.

SECTION 7. ATTENDANCE AT MEETINGS BY EMPLOYEES

City employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings with City management representatives, or be present at City hearings where matters within the scope of representation or grievances are being considered. Such employee representatives shall submit a request for excused absence to their respective department heads, in a manner satisfactory prior to the scheduled meetings whenever possible.

Time spent for this purpose during the representatives scheduled hours of work shall count as hours worked.

Attendance at meetings during non-work hours will not be counted as hours worked except in extraordinary circumstances as determined by the City.

City of Hughson Employees Association

SECTION 8. EMPLOYER-EMPLOYEE RELATIONS

A. Access to Personnel File

Employees may inspect all their individual personnel files upon request, in writing, to the Personnel Officer, at reasonable intervals during regular-business hours of the City. Once a year, copies of personnel file contents can be requested. A copy of the file will be provided without cost to the employee.

B. Contracting Out Work

The City agrees to meet and confer with representatives of the bargaining unit prior to contracting out any work normally performed by bargaining unit employees, if such contracting out would displace a regular employee of the bargaining unit. The City further agrees that work performed by employees of the bargaining unit will not be performed by non-bargaining unit employees, if such work would displace a regular employee of the bargaining unit.

SECTION 9. NO STRIKE

A. The employees covered by this Understanding recognize and agree that the rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety, and welfare of the inhabitants thereof. Therefore, during the term of this Understanding, neither the bargaining unit nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work stoppage, strike, or any other obligations of the City, nor will it honor picket lines or sympathy strikes of other employers.

B. The bargaining unit agrees to notify all employees of their obligation and responsibility for maintaining compliance with this section, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this section to return to work.

C. The City may impose discipline, including discharge or suspension without pay, on any, some, or all of the employees participating therein, as the City may choose.

D. Nothing contained herein shall preclude the City from obtaining judicial restraint and damages in the event of a violation of this section.

SECTION 10. MANAGEMENT RIGHTS

A. It is understood and agreed that the City possess the sole right and authority to operate and direct the employees of the City and its various departments in all aspects including, but not limited to:

City of Hughson Employees Association

1. The right to determine its mission and policies, and to set forth all standards of service offered to the public.
 2. To plan, direct, control, and determine the operations or services to be conducted by employee of the City.
 3. To direct the working forces.
 4. To determine the number of personnel needed to carry out the departmental mission.
 5. To hire, assign, schedule, and transfer employees within the department or other related functions.
 6. To promote, demote, suspend, discipline, or discharge for just cause or release from probation.
 7. To establish work and productivity standards subject to meeting and conferring as required by law.
 8. To assign overtime.
 9. To lay off or relieve employees due to lack of work or funds, or for other legitimate reasons.
 10. To make, publish, and enforce rules and regulations subject to meeting and conferring as required by law.
 11. To introduce new or improved methods, equipment, or facilities.
 12. To determine whether goods and services shall be made or purchased.
 13. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor, the City Council, the City Manager, or the Police Chief, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of the Understanding.
- B. The preceding list is not intended to be exhaustive and this Understanding reserves the City all rights or powers not expressly limited by the terms of this Understanding. The Mayor, City Council, and City Manager have sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.
- C. Nothing contained in this Understanding shall be construed as a guarantee of permanent employment, and continuance of employment shall be subject to good behavior,

City of Hughson Employees Association

satisfactory work performance, necessity for the performance of work, and the availability of funds.

SECTION 11. NONDISCRIMINATION

A. Discrimination Prohibited

Neither the City nor the bargaining unit shall discriminate against any employee covered by this Understanding in a manner which would violate any applicable laws because of race, religion, sex, creed, color, national origin, ancestry, medical condition, marital status, or age, or participation in the activities of any lawful organization.

B. Union Membership/Agency Shop

Neither the City nor the Union shall interfere with the right of employees covered by this Understanding to become or not to become members of a Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Accordingly, membership in the Union shall not be compulsory. A bargaining unit member has the right to choose, either; to become a member of the Union; or, to pay to the Union a fee for representation services; or, to refrain from either of the above courses of action upon the grounds of a bona fide religious objection as defined by Section 3502.5 of the Government Code to the payment of any fee in support of a Union or "employee organization" as defined in Section 3540.1(d) of the Government Code.

Such exempt bargaining unit member shall, as an alternative to payment of a representation fee to the Union, pay an amount equivalent to such representation fee to a charity to be mutually agreed to by the bargaining unit member and the Union.

C. Union Fair Representation

The bargaining unit agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, religion, color, creed, age, national origin, political affiliation or beliefs, sex, handicap, job classification, or employment status.

SECTION 12. SALARY/COMPENSATION

A. Retirement

Retirement for employees covered hereunder shall be 2.7% at 55 for current members and 2.0% at 62 for new members under the California Public Employee Retirement System.

City of Hughson Employees Association

Current members as defined by the California Public Employees' Pension Reform Act of 2013 to pay 2% increase per year of PERS employee share contribution. New members would fall under the California Public Employees' Pension Reform Act of 2013 and pay the full amount of the employee share contribution.

Annual PERS employee share contribution (Current members):

Fiscal Year 2014-2015:	2% increase from prior year.
Fiscal Year 2015-2016:	2% increase from prior year.
Fiscal Year 2016-2017:	2% increase from prior year.
Fiscal Year 2017-2018:	2% increase from prior year.

B. Survivor's Benefit

The City shall provide PERS survivor benefits pursuant to California Government Code §21574, to the extent allowed by law. City and employee will each pay their own share.

C. Overtime

Time worked in excess of regularly scheduled work shift shall be compensated at one-and-one-half (1 ½) times the regular rate of pay, or compensatory time off at the rate of one-and-one-half (1 ½) hours credit per hour worked, except that, with the prior concurrence of the employee, time worked in excess of a regularly-scheduled work shift within a workweek (defined as the period from midnight on Sunday to midnight on the following Sunday) may be offset by reducing a shift within the same workweek by the same number of hours worked in excess of the regularly-scheduled work shift, and no overtime shall be incurred unless the total time worked in that workweek is in excess of the total of the regularly-scheduled work shifts for that workweek. Overtime is paid in 15-minute increments. It is the policy of the City to discourage employees from working in excess of their regular schedule. Overtime will be required of any employee only when necessary for the protection of persons or property, or in other circumstances when the public interest requires overtime as established by the supervisor. Overtime may be authorized only by designated supervisory personnel.

Overtime shall be paid for in accordance with the Federal Fair Labor Standards Act. Compensatory time off will be granted to an employee under specific circumstances with prior approval from the Department head or supervisor, in lieu of overtime pay, but in no event more than eighty (80) hours. Compensatory time can be accumulated, and if so, the hours above eighty (80) will be paid at the rate specified by law. Such overtime shall be compensated for on the basis of one and one-half hours off for each hour of overtime worked. Cash out of accumulated balance will be required upon employee promotion out of existing classification.

D. Longevity

A regular employee who has ten (10) years of service with the City of Hughson shall be eligible for a longevity pay bonus of five percent (5%) above the E Step of the range they

City of Hughson Employees Association

occupy provided the performance of the employee is job standard. Longevity pay shall not be considered automatic, but will be based upon merit and consistent job standard performance. To receive said pay bonus, the employee shall be evaluated annually by his supervisor, recommended on an annual basis by his or her Department Head and approved by the City Manager in an effort to maintain the longevity pay status.

E. Pay for Employees in an "Acting" Capacity

Any employee who is formally assigned to and performs the duties of a higher level position on an "acting" basis for longer than thirty (30) continuous work days shall, commencing with the sixth (6) work day of such assignment, receive the first salary step of the assigned position to continue for so long as he/she performs the duties of the higher classification.

Any employee who is assigned to and performs the duties of a higher level position on an "acting" basis in an emergency situation such as an accident, injury, or sickness for longer than thirty (30) continuous work days shall receive compensation from the sixth (6) work day in the first salary step of the assigned position for so long as he or she performs the duties of the higher classification. Such pay shall be retroactive to the sixth (6) day. Such assignment shall be approved by the City Manager.

Any employee serving in an acting capacity that is already receiving that or more, he or she shall be paid one step above his or her current salary. There shall be no additional compensation for an employee in an acting capacity occurring because of annual vacation.

F. Employee Benefits

The City provides certain benefits for its employees, depending on employee categories. The City reserves the right to eliminate or modify any of the benefits at any time, subject to such requirements for meet-and-confer as may be established by law.

(1) Workers' Compensation. All employees are covered by Workers' Compensation, as required by law. Any on-the-job injuries or illness must be immediately reported to the employee's supervisor and to the employee performing the Risk Management function.

(2) Group Medical-Dental-Life-Vision Insurance Benefits. Regular employees and their dependents may participate in the City's group medical, dental, life, and vision insurance programs. All regular employees shall be included automatically in the programs, unless the employee waives coverage. The City pays the cost for employee group insurance coverage as established by City Council resolution.

For employees hired prior to July 1, 2014, the City will establish a maximum payment level for Group Medical-Dental-Vision costs based on the San Joaquin Valley Insurance Authority (SJVIA) Anthem Blue Cross PPO rate (effective July 2014). At initial enrollment, the employee will have the one-time option to change current status (single employee, employee and spouse, employee and child or family). For employees hired

City of Hughson Employees Association

after July 1, 2014, the City will pay the cost of Group Medical-Dental-Vision for employee and dependents to a maximum of \$920 per month. The City and employee will share equally in the cost of any excess above these maximum thresholds.

Maximum payment level based on SJVIA Anthem Blue Cross PPO rate (July 2014)

Single Employee	\$7,836 (includes \$3,000 HSA Contribution)
Employee and Spouse:	\$15,600 (includes \$6,000 HSA Contribution)
Employee and Child:	\$15,144 (includes \$6,000 HSA Contribution)
Family:	\$21,348 (Include \$6,000 HSA Contribution)

Pursuant to the Consolidated omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their dependents are entitled to a continuation option of group health plan benefits coverage at group rates plus costs to the City on the occurrence of certain qualifying events such as termination and retirement. These terms are applicable to those organizations consisting of twenty (20) or more employees.

SECTION 13. PAY RATES

Pay rates are set forth in Schedule A attached hereto.

SECTION 14. HOURS OF WORK

City Administration hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Works hours for Public Works are 7:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday. Administration includes the Office of the City Manager, Finance Department, Planning Department, and the City Clerk's Department. Where deviations to this schedule are required, for the benefit of the City or the employees, the City agrees to meet and confer over the impacts and appropriateness of such a schedule change.

Employees are allowed an unpaid one-hour lunch break. Public Works employees take a half-hour lunch break. Employees are allowed two fifteen (15) minute break periods, one in the morning and one in the afternoon.

SECTION 15. JURY DUTY AND COURT APPEARANCES

This section shall not apply to any employee who is named party to an action unrelated to the City and its activities or is serving as a paid expert witness. In such cases, employees may request vacation or personal leave.

When an employee is required to serve on inquest or jury trial duty or is subpoenaed as a witness to appear before a court, administrative agency, public body or commission, the employee must promptly notify his or her supervisor. While on jury duty, a regular

City of Hughson Employees Association

employee will receive full pay, but shall pay to the City all fees received from the court, administrative agency, public body or commission, excluding reimbursement for mileage.

SECTION 16. SICK LEAVE

Sick leave with pay shall be granted to a regular employee who is unable to perform his or her regular duties because of a personal illness, off-duty injury, or because of confinement for medical treatment.

The department head or supervisor may require a physician's certificate explaining the reason for any employee's absence. At the discretion of the City Manager, an employee may be required to sign an affidavit stating he or she was ill.

Sick leave shall be accumulated at the rate of eight hours per month, to a maximum of not to exceed 125 working days (1000 hours). The use of accumulated sick leave of more than 960 hours must be verified by a physician. At the end of the payroll period in which the leave accumulation reaches or exceeds the stated maximum, the employee's sick leave will stop accruing, and no further sick leave will accrue until the balance is reduced below the stated limit. A thirty (30) day notice will be issued to those employees who are nearing the maximum number of accrued sick leave hours.

An employee having at least four (4) years of continuous employment with the City may, at the option of the employee, be paid up to 50% of his or her unused sick leave earned during the previous 12-month period or convert that or any portion of that amount to vacation time. The remaining percentage of unused sick leave shall be retained in the employee's accumulated total of unused sick leave.

Upon retirement, any employee having at least twenty (20) years of continued service with the City of Hughson, having unused accumulated sick leave shall be paid thereafter in an amount equivalent to 25% of his or her then current daily wage rate for each day of unused sick leave. The employee will have the option of converting the amount due to either paid medical/dental insurance premiums for coverage offered by the City to current employees, or receive a single lump sum cash payment. To be eligible for insurance premium payment, the employee must also be eligible for the insurance coverage as provided in the policy between the City and the carrier selected.

The employee shall report sick leave prior to the start of his or her work shift whenever possible and at least one-half hour after the start of the shift.

If an employee becomes ill while on vacation, his or her period of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In the case of frequent use of sick leave, an employee may be requested to file a physician's statement for each illness. An employee may also be required to take an examination by a physician designated by the City and to authorize consultation with his or her own physician concerning his or her illness.

City of Hughson Employees Association

Employees shall, whenever possible, make dental, medical and similar appointments on Saturday, or other non-work days. If this is not possible, sick leave shall be used for these purposes for a minimum period of (1) hour and should not exceed four (4) hours except in unusual circumstances.

With the approval of the City Manager, any eligible employee may be granted up to five (5) days leave with pay in the event of a catastrophic illness on the part of a family member living in the employee's house. Use of leave with pay for this purpose is intended to apply in serious and unforeseen conditions where the presence of the employee in the home is required. For the purpose of this section, immediate family shall be defined as mother, father, sister, brother, spouse, child, grandchild, grandparent, mother-in-law, father-in-law of the employee.

For employee injury or disability falling with the provisions of the State Workman's Compensation Disability Act, disability compensation at the rate allowed under said Act shall be the basic remuneration during the employee's regular pay and his disability compensation allowance shall be granted for, but not to exceed, one (1) year, for any period of incapacity. In the case of the miscellaneous employee, the first seven (7) days of his absence shall be deemed to be sick leave and shall be paid by the City. Thereafter, the only compensation payable to the miscellaneous employee shall be such as shall be payable by the insurance carrier under the Workman's Compensation Act. However, sick leave may be used by the employee, in which case the compensation shall be paid over to the City. During the time the City is required to pay and actually pays a public safety employee on disability leave or a miscellaneous employee for sick leave while disabled, the City shall be entitled to receive all payments which otherwise would be payable to such employees for temporary disability or retirement.

SECTION 17. VACATION LEAVE

A. Vacation Leave

The City provides benefits to eligible employees to enable them to take paid time off for rest and recreation. The City believes this time is valuable for employees in order to enhance their productivity and to make their work experience with the City personally satisfying. The city also provides long-service employees with additional vacation benefits as years of service are accumulated.

Vacation leave is a right; however, the use of same shall be approved by the Department Head, taking into account the desires and seniority of employees and more particularly, the workload requirements of the department. Employees shall take vacation leave regularly each year and shall be encouraged to take vacation at least a full week at a time. Vacation may be scheduled at the request of the employee by the Department Head, but must consider all needs of the City.

City of Hughson Employees Association

All regular employees are eligible to accrue and take vacation benefits based on their continuous length of service, measured from the date of hire. "Continuous length of service" is defined as service that is uninterrupted by termination of employment.

The City shall respond to all annual leave requests within five (5) working days after the employee has submitted his or her request to the department head/supervisor.

Regular employees, except as provided in any applicable memorandum of understanding, shall earn annual leave at the following rates (subject to Section 17.B of this MOU):

- 1) Less than five years' service = 8 hours per month (12 days per year).
- 2) After five years' service = 11.32 hours per month (17 days per year).
- 3) After ten years' service = 14 hours per month (21 days per year).
- 4) After fifteen years' service = 16 hours per month (24 days per year).

B. Vacation Leave Accumulation

In order to give effect to this agreement and to realize the greatest benefit from vacation leave for both employees and the City, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate. Maximum accumulation shall be 320 hours at the beginning of any calendar year.

At the end of the payroll period in which the leave accumulation reaches or exceeds the stated limit, the employee's vacation leave shall cease accruing, and no further vacation shall accrue until the balance is reduced below the stated limit. It is the employee's responsibility to seek the use of the vacation leave in a timely manner.

The City will, as a courtesy only without liability, endeavor to give thirty (30) days notice that employee will cease to accrue vacation leave unless the time is taken. If the employee is unable to use the time because of departmental staffing needs, he or she shall be paid for the amount of time in excess of the limit at the end of the month, and accrual may thereafter recur. Upon termination, an employee shall be paid for accrued and unused vacation time.

C. Cash Payment Option for Vacation

An employee may elect to receive a cash payment for up to a maximum of 40 hours of his/her accumulated vacation balance prior to commencement of a scheduled vacation of forty (40) consecutive hours or more. To exercise the cash payment option an employee must have forty (40) hours of accumulated vacation time remaining after the cash option and scheduled vacation have occurred. This option may be exercised once within a fiscal year.

City of Hughson Employees Association

SECTION 18. HOLIDAYS

Regular employees shall be entitled to the following holidays with pay:

Two Floating Holidays	Independence Day (4 th of July)
New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day (4 th Thursday in November)
Washington's Birthday	Day after Thanksgiving Day (4 th Friday in November)
Memorial Day	Christmas Day - December 25

Any day or part of day declared by the City Manager to be a holiday.

When an employee gives adequate notice, the City will make reasonable accommodations for the employee to observe the Sabbath if it will not unduly interfere with City operations. Such release time may be charged to administrative leave, compensatory time off, vacation, or leave without pay at the discretion of the employee.

When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

To be paid for a holiday the employee must have been in paid status on the workdays for his or her classification, which immediately precedes and succeeds the holiday.

Any employee who might be required to work on any of the above holidays shall be compensated at overtime rates in accordance with Section 12.C of the Memorandum of Understanding. If a holiday falls on an employee's regular day off, he/she shall be entitled to equivalent time off at a later date.

The "Floating Holiday" is to be used during the calendar year and cannot be carried over to the next year.

SECTION 19. BEREAVEMENT LEAVE

Any eligible employee shall be granted bereavement leave with pay as necessary but not to exceed three (3) workdays upon the occasion of the date of a close relative. For purposes of the section, close relative shall be those specified in Section 16 of this MOU. Additional bereavement leave not to exceed five (5) calendar days for travel purposes may be granted by the City Manager when circumstances warrant the same.

City of Hughson Employees Association

SECTION 20. GRIEVANCES

A. Purpose of Grievance Procedure

The grievance procedures set forth herein are designed to resolve grievances informally and to provide an orderly procedure for such resolution. The grievance procedure is available only to regular employees.

B. Time Limits

Each person involved in a grievance shall act quickly so that the grievance may be solved promptly. Each person shall make every effort possible to complete action within the time limits contained within these grievance procedures, but with the written consent of the other parties involved, the time limits of any step may be extended.

C. Presentation of Grievance

An employee may present a grievance while on duty, provided such use of on-duty time is kept to a reasonable minimum as determined by the City Manager. Employees should present grievances as soon as possible after the events that gave rise to the employee's concerns by submitting a brief written grievance to his or her immediate supervisor. The written grievance should set forth the factual and other bases for the employee's complaint, and must identify the rule or issue allegedly being violated by the City. The employee shall strive to submit the written grievance within five (5) working days after the facts which gave rise to the complaint.

D. Grievance Procedure/First Step (Informal Discussions)

Initially, a grievance shall be personally discussed between the employee and his or her immediate supervisor. The employee shall have a decision or response from the immediate supervisor within five (5) working days.

E. Grievance Procedure/Second Step (Formal Grievance)

- (1) If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may initiate a formal grievance in writing to the Department head (unless the Department Head is his or her immediate supervisor, or the grievant is a Department Head, in which event the grievance shall be to the City Manager). The formal grievance shall be initiated within fifteen (15) working days of the decision rendered in the informal grievance procedure. A formal written grievance shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the grievance is based. The formal grievance shall be filed with the Department Head.
- (2) Within five (5) working days after the filing of the formal grievance, the department head shall give his or her decision in writing to the grievant.

City of Hughson Employees Association

F. Grievance Procedure/Third Step (Appeal)

If the grievant is not satisfied with the decision rendered by the Department Head, the grievant may appeal the decision in writing within five (5) working days to the City Manager. If the grievant does not appeal the decision to the City Manager in writing within five (5) working days, the issue will be considered settled. The appeal shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the appeal is based.

G. Consideration of Appeal

Within ten (10) working days of the filing of an appeal, the City Manager shall have a meeting with the aggrieved and/or his or her representative, and other persons as the City Manager shall direct.

H. Decision of Appeal

Within ten (10) working days of the hearing of the appeal, the City Manager shall issue a written decision concerning the employee's appeal. The decision of the City Manager shall be final.

SECTION 21. "Y" RATE

When an employee's classification is changed to a lower paid classification as the result of a classification study or other action, the employee may be placed on a "Y" rate. A "Y" rate means that the monthly compensation for the employee shall remain in effect until such time as further changes in the pay range of the new classification exceeds the "Y" rate.

SECTION 22. UNIFORM ALLOWANCE

The City will provide uniforms and laundering thereof for each Public Works Department employee and said employees shall wear the uniforms on the job. Additionally the City will provide a winter weight safety coat in safety orange or yellow as part of the City's uniform. Any special uniform requirements will be determined with Department Head approval and as to appropriateness.

SECTION 23 SAFETY EQUIPMENT

The City shall provide or reimburse the employee for the cost of safety shoes where required and the cost shall be established by the City.

City of Hughson Employees Association

SECTION 24. STAND-BY LEAVE

When necessary and in the interest of City operations, a department head may assign employees to "standby" status.

Application of "standby" shall be as follows:

- (1) Each employee so assigned to "standby" shall be provided with a city issued cell phone or pager while on standby duty and shall be able to report to the work site within thirty (30) minutes.
- (2) Employees on standby shall have the option to trade days and/or weeks of standby status with another qualified employee in the same unit or division with department head approval.
- (3) Standby shall be assigned in a minimum of eight (8) hours blocks, i.e., Monday-Friday workweek standby may be 8, 16 or 24-hour blocks.

Standby for weekends i.e., Saturday, Sunday or extended holiday weekends (Friday-Sunday or Saturday-Monday) will be assigned in 8 to 48 hour blocks.

Compensation for "standby" shall be as follows:

- (1) Employees assigned to standby duty shall be paid two (2) hours of straight time pay for every eight (8) hours of standby, and time and one-half (1 ½) for all actual time worked while on standby duty status.
- (2) Employees assigned to standby duty on holidays observed by the City shall be paid two (2) hours of straight time pay for every eight (8) hours of standby, and double time and one-half (2 ½) for all time worked while on standby duty status.

SECTION 25. CALL BACK

When an employee returns to work duty at the request of the department head or his designee for an emergency or for some other need of the City after said employee has been released from work duty, said employee shall be entitled to call-back compensation.

Call back compensation shall be paid at time and one-half (1 ½) for all time actually worked with a minimum of two (2) hours pay. For the purposes of computing time for this provision, time will commence when the employee leaves their home to respond to the call back and will end when they return home.

SECTION 26. ENTIRE UNDERSTANDING

This Understanding supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. The parties acknowledged

City of Hughson Employees Association

that during the negotiations, which resulted in this Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Understanding. The bargaining unit recognizes that the City has the freedom to make changes in all operations or terms and conditions of employment without further negotiations with the bargaining unit except as such may violate any expressed terms of this Understanding. This constitutes the complete and entire agreement between the parties and may only be amended during its term by the parties' mutual agreement in writing and, if required, approved by the City Council, except that for any matters not covered herein, but covered in the City's Personnel Rules or Regulations, the latter shall control.

SECTION 27. SAVINGS

If any provision of this Understanding is subsequently declared by legislative or judicial authority to be invalid, unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Understanding shall remain in full force and effect.

If any provisions of this Understanding are found to be in conflict with the statutory powers of the City, said statutory powers shall take precedence.

The provisions of this Understanding shall be subordinate and subject to any present or subsequent federal law, state law, or City Charter provision.

The terms of this Understanding supersedes any inconsistent provision in an ordinance, rule or other governing document with the City has power to amend.

SECTION 28. FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and nay and all prior or existing Memoranda of Understanding, Understandings, and Agreements, regarding the matters set forth herein, whether formal or informal are hereby superseded and terminated in their entirety.

Existing practices and/or benefits, which have a direct effect on employee wages, hours, and other terms and conditions of employment, which are not referenced in the Agreement shall continue without change unless modified or abolished by mutual agreement of the parties.

It is the intent of the parties that Ordinances, Board resolutions, rules and regulations enacted pursuant to this Agreement be administered and observed in good faith.

Nothing in this Agreement shall preclude the parties' from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this agreement.

City of Hughson Employees Association

SECTION 29. INCENTIVE PAY

The following incentives are available to employees within this bargaining unit. Those employees who are required through their job description to maintain a listed license, certificate or degree are not eligible for that incentive.

Maintenance Worker Classifications:

- | | |
|---|----|
| a. Water Distribution Operator I | 1% |
| b. Water Distribution Operator II | 1% |
| c. Water Treatment Operator I | 1% |
| d. Water Treatment Operator II | 1% |
| e. Pesticide Qualified Applicator License (QAL) | 1% |
- (Management will identify and select one member of Public Works who will receive the QAL incentive pay.)

Professional and Technical Classifications:

Bilingual Pay (Accounting Technician I/II only):

- a. Employees who are certified as bilingual in English –Spanish in the spoken word shall receive additional compensation in the amount of one and one-half percent (1.5%) of base pay.
- b. Employees who are certified as bilingual in English-Spanish both spoken and written shall receive additional compensation in the amount of two and one-half percent (2.5%) of base pay. Said certification shall be determined by the City subject to review and input by the union. Bilingual employees shall be fluent to a level so as to easily communicate with Spanish speaking customers and the public on City business matters.
- c. The maximum Bilingual Pay incentive that can be received is two and one-half percent (2.5%) of base pay.

Education Pay (All City of Hughson Employees Association members):

- a. Employees who have obtained a job related Associates of Science or Arts degree from and accredited college shall receive additional compensation in the amount of one and one-half percent (1.5%) of base pay.
- b. An employee who has obtained a Bachelor of Science or Arts Degree shall receive additional compensation of three percent (3%) of base pay.

The maximum incentive pay an employee can receive for qualified certificates is three percent (3%).

The maximum education incentive pay an employee can receive for a qualified degree is three percent (3%).

City of Hughson Employees Association

The maximum incentive pay an employee can receive for the combination of qualified certificates and degrees is five percent (5%).

Proof of certification must be presented to the City Manager for approval. The incentive pay will be included on the payroll following approval by the City Manager. It is the responsibility of the employee to provide certification.

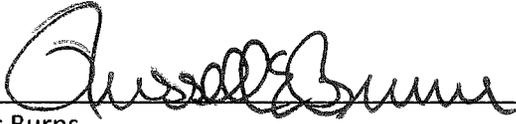
City of Hughson Employees Association

EXHIBIT "A"

Job Title	Current Range	Fiscal Year 2014-2015	Fiscal Year 2015-2016	Fiscal Year 2016-2017	Fiscal Year 2017-2018
Accounting Technician I	44	47	50	53	56
Accounting Technician II	63	66	69	72	75
Building Inspector	90	93	96	99	102
Code Enforcement Officer	65	68	71	74	77
Maintenance Worker I	42	45	48	51	54
Maintenance Worker II	60	63	66	69	72
Mechanic/Maintenance Worker II	68	71	74	77	80
Park and Recreation Coordinator	20	23	26	29	32
Park Maintenance Worker	60	63	66	69	72
Planning and Building Assistant	90	93	96	99	102
Public Works Supervisor	85	88	91	94	97
Redevelopment and Housing Program Analyst	90	93	96	99	102
Senior Accounting Technician	75	78	81	84	87
Senior Maintenance Worker	68	71	74	77	80
Senior Parks Maintenance Worker	68	71	74	77	80
Senior Water Distribution System Operator	80	83	86	89	92
Senior Water Distribution/Treatment System Operator	88	91	94	97	100
Wastewater Chief Plant Operator	88	91	94	97	100
Wastewater Treatment Plant Operator I	72	75	78	81	84
Wastewater Treatment Plant Operator II	80	83	86	89	92
Wastewater Treatment Plant Operator-In-Training	51	54	57	60	63
Water Distribution System Operator	72	75	78	81	84

City of Hughson Employees Association

**For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO**



Russ Burns
Business Manager

9/4/14

Date



Carl Goff
President

9/4/14

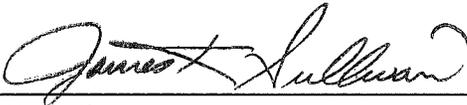
Date



Dan Reding
Vice-President

9/4/14

Date



James K. Sullivan
Recording-Corresponding Secretary

9/4/14

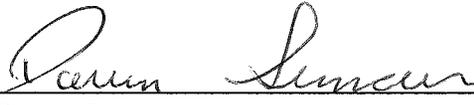
Date



Rick Davis
Director, Public Employee Division

9-4-14

Date



Darren Semore
Business Representative

7-15-2014

Date

For City of Hughson



Raul L. Mendez
City Manager

7/15/14

Date



CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: August 24, 2015
Subject: Approval to Adopt Resolution No. 2015-24 Supporting the Designation of Highway 132 as the John Muir Highway
Enclosures: Resolution No. 2015-24
Presented By: Jaylen French, Community Development Director

Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2015-24, supporting the designation of Highway 132 as the John Muir Highway.

Background and Overview:

The route taken in 1868 by famed naturalist John Muir on his first visit to Yosemite was parallel to today's existing SR-132 (J) route above Coulterville. The John Muir Geotourism Center is advocating marketing the entire length of State Route (J) 132 as The John Muir Highway, which can enhance tourism in towns along or adjacent to this scenic corridor. The Mariposa County Board of Supervisors and the John Muir historians have secured the SR-132 segment for designation as the John Muir Highway.

The designation is intended to memorialize the traditions and accomplishments of John Muir but also to provide a marketing brand for SR-132, which is under-appreciated as an alternate scenic route to Yosemite National Park, and that with creative marketing could become a popular travel option for tourists from northern California and beyond.

The John Muir Geotourism Center is also seeking relationships with jurisdictions and institutions in the San Joaquin Valley, as well as the Sierra, and has expressed support for the efforts of the cities within Stanislaus County to increase regional tourism and recreational activities.

The Waterford City Council adopted a resolution supporting the designation of Highway 132 as The John Muir Highway on March 5, 2015. The cities of Ceres, Turlock, Riverbank, Patterson and Stanislaus County have adopted a resolution;

and the Cities of Modesto, and Newman will be bringing it to their Council/Board in the coming months.

Upon approval and receipt of the County's and each city's resolution of support, StanCOG (Stanislaus Council of Governments) will take formal action to express support of the designation on behalf of Stanislaus County and its cities.

Fiscal Impact:

There is no fiscal impact associated with adopting this resolution of support.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2015-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
SUPPORTING THE DESIGNATION OF HIGHWAY 132 AS THE JOHN MUIR
HIGHWAY**

WHEREAS, the route taken in 1868 by famed naturalist John Muir on his first visit to Yosemite was parallel to today's existing county-maintained State Route (SR)-132 above historic Coulterville; and

WHEREAS, the Mariposa County Board of Supervisors and John Muir historians have secured the SR-132 segment for designation as the John Muir Highway; and

WHEREAS, the John Muir Geotourism Center, the nation's first geotourism center, which is headquartered in Coulterville, is seeking an extension of the John Muir Highway designation to the full length of the SR-132 corridor from its western connections with 1-5 and 1-580 to Coulterville; and

WHEREAS, this designation is intended to memorialize the traditions and accomplishments of John Muir but also to provide a marketing brand for SR-132, which is under-appreciated as an alternate scenic route to Yosemite National Park, and that with creative marketing could become a popular travel option for tourists from northern California and beyond; and

WHEREAS, tourism is known to be a vital source of income, especially for jurisdictions that work cooperatively within a regional framework that connects areas of common values and sites of interest; and

WHEREAS, the John Muir Geotourism Center is also seeking relationships with jurisdictions and institutions in the San Joaquin Valley, as well as the Sierra, and has expressed support for the efforts of the cities within Stanislaus County and the County to increase regional tourism and recreational activities.

NOW, THEREFORE, BE IT RESOLVED that the Hughson City Council does hereby support the efforts of the John Muir Geotourism Center to create a tourism development program for Highway 132 beginning with branding of the route as the John Muir Highway.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 24th day of August 2015 by the following roll call vote:

AYES: .

NOES: .

ABSTENTIONS: .

ABSENT:

MATT BEEKMAN, Chair

ATTEST:

DOMINIQUE SPINALE ROMO, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: August 24, 2015
Subject: Consideration to Adopt Ordinance No. 2015-10 Amending the Feathers Glen Development Agreement
Enclosures: Ordinance No. 2015-10
Feathers Glen Development Agreement
Presented By: Jaylen French, Community Development Director
Approved By: _____

Recommendation:

Waive the second reading of Ordinance No. 2015-10, an Ordinance of the City Council of the City of Hughson amending the Development Agreement relating to the development known as Feathers Glen.

Background and Overview:

On June 12, 2006, the Hughson City Council adopted Ordinance No. 06-05 approving a Development Agreement between the City and Feathers Glen, LLC, EF Communities, Inc., and Adeline Feathers relating to development known as Feathers Glen.

Subsequently, on October 27, 2008, the Hughson City Council adopted Ordinance 08-07 amending the Development Agreement as requested by Pacific Union Homes, Inc., acting on behalf of Feathers Glen, LLC. The amendment was specific to Part II, Section 3.G., pertaining to when Inclusionary Housing In-Lieu fees are paid. The amendment allows said fees to be paid at building permit issuance as opposed to four (4) years from the effect date of the Development Agreement.

Discussion:

On May 26, 2015, City staff presented a proposed second amendment to the Feathers Glen Development Agreement to the City Council based on coordination with Pacific Union Land Company, formerly Pacific Union Homes, which requested the amendment to Part II, Section 1.D., pertaining to the term of the Development Agreement. The language stated that the Development Agreement shall extend until the tenth (10th) anniversary of the effective date, i.e. July 26, 2016, or until one (1) year after the project buildout, whichever is earlier.

Due to the housing bust and economic downturn, Pacific Union Land Company did not believe that completing the project was feasible in the current timeframe, when the market has not supported development of residential units in recent years.

Previously, Pacific Union Land Company reached agreement with a home builder, Florsheim Homes, to develop the remainder of the project and sought a 12-month extension to the term of the Development Agreement until July 26, 2017. The proposed amendment also again adjusted the timeframe in which Inclusionary Housing In-Lieu fees were to be paid, from July 5, 2015—as outlined in the first amendment to the Development Agreement—to concurrent with issuance of building permit for the remaining 39 undeveloped lots, which will expire with the expiration of the Development Agreement.

The City Council made it clear that the amendment as drafted was not in the best interest of the City and provided staff with direction to renegotiate with Pacific Union on the amendment. Subsequently, after discussions with staff, Pacific Union agreed to pay the City's current development impact fees as opposed to those within the original development agreement. The City's current fees do not include an inclusionary housing fee, which would eliminate the payment due date issue.

This item is to seek council approval to adopt Ordinance 2015-10, which amends the Feathers Glen Development Agreement as follows:

1. Development Impact Fees revised from those in Exhibit E-1 to the City's current development impact fee structure.
2. Extends Development Agreement term 12-months to July 26, 2017.

Fiscal Impact:

This action would result in a positive fiscal impact compared to the original development agreement, amendment #1 or the prior proposed amendment #2. The developer would pay the City's current development impact fees, which are slightly higher than the fees that would be collected per the development agreement. First, the City's current fee structure does not include the inclusionary housing fee and staff escalated the impact fees by 3% each year; therefore, the overall difference in the two fee amounts is less than it otherwise would have been. Depending on when the units would have been developed, the difference is between \$1,000 and \$2,000 per unit or \$39,000 to \$78,000 total.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2015-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AMENDING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF HUGHSON AND FEATHERS GLEN, LLC, EF COMMUNITIES, INC.,
AND ADELINE FEATHERS RELATING TO THE DEVELOPMENT KNOWN AS
FEATHERS GLEN**

WHEREAS, pursuant to Hughson Ordinance No. 90-59, the City of Hughson (“City”) may enter into, or amend a Development Agreement with the owner and/or developer of real property within the City; and

WHEREAS, on June 12, 2006 the Hughson City Council adopted Ordinance No. 06-05 approving a Development Agreement (hereinafter called “Development Agreement”) between the City and Feathers Glen, LLC, EF Communities, Inc., and Adeline Feathers for the development of certain real property within the City; and

WHEREAS, on October 27, 2008, the Hughson City Council adopted Ordinance No. 08-07 amending the Development Agreement as requested by Pacific Union Homes, Inc., acting on behalf of Feather Glen, LLC. The amendment was specific to Part II, Section 3.G. pertaining to when Inclusionary Housing In-Lieu fees are paid; and

WHEREAS, Pacific Union Land Company has requested another amendment to the Development Agreement due to changes in market conditions which have not supported development of residential units for sale; and

WHEREAS, Pacific Union Land Company has reached agreement with a home builder to develop the remainder of the project; and

WHEREAS, the City and Developer are entering into this Second Amendment to the Development Agreement to memorialize the terms affecting the remainder of the Project.

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

Section 1. Part II, Section 1.D. is hereby amended to read as follows:

“D. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until July 26, 2017 or until one (1) year after the “Project Buildout” as hereinafter defined, whichever is earlier, unless said term is otherwise modified by

circumstances set forth in this Agreement or by the mutual consent of the parties hereto. For purposes of this Agreement, “Project Buildout” shall mean the date on which a Certificate of Occupancy (or comparable instrument) is issued for the last project improvement or residential home or other structure to be constructed in the Project. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, except as may be specified otherwise herein.”

Section 2. Part II, Section 3.E. is hereby amended to read in full as follows:

“E. Fees. Fees to be paid by Developer shall be as specified below. Developer shall also pay fees expressly specified in this Agreement or the Project Approval, such as, but not limited to, those specified in Section 5.C.iii, or 3.F., of this Agreement. No reimbursements or credits other than those specified herein, if any, are or shall be due to Developer. Notwithstanding the preceding sentence, any fee credit resulting from additional sewer fees to fund the waste water treatment plant expansion established by the City after adoption of that certain “Advance Funding Agreement for the Hughson Waste Water Treatment Plant Agreement”, entered into by and between Developer and the City, shall be applied to the Sewer Fee for the benefit of Developer if such a credit is applicable. All fees specified below shall be collected at the time of building permit issuance.

Fee Schedule	Per Unit
Public Facility Fee	\$3,050
Storm Drain Fee	\$2,814
Sewer Fee	\$13,755
Water Fee	\$3,803
Construction Water Fee	\$155
Street Fee	\$1,505
Park Development Fee	\$2,667
Park In-Lieu Fee	\$1,991
Community Enhancement Fee	\$1,008
Miscellaneous Fee	\$42

Notwithstanding the preceding portion of this Section II.3.E., the parties agree as follows:

- (i) The fees shown in the table above may be increased at three (3%) percent per year, or by the percentage increase in the Engineering News Record Construction Cost Index, at the discretion of the City Manager of City, for the period of time from recordation of this Amendment, to the time of payment of such fees; and
- (ii) Community Enhancement. Developer shall pay, at the time of issuance of building permits per lot for each lot for which a building permit is issued, a community enhancement fee as identified in the table above. Such funds shall be used by City for any project which will, in City’s sole discretion, enhance the quality of life for residents of the City, and/or ameliorate the negative effect on older areas of the City caused by the economic pressure generated by new

development, including but not limited to, public art, maintenance, repair or upgrading of public facilities, recreation, parks, or historical preservation. City and Developer, its successors and assigns, agree that notwithstanding any other provision of law, the imposition and accounting for these funds shall not be subject to the requirements of the Mitigation Fee Act (Government Code Sections 66000-66025).”

Section 3. Part II, Section 3.G. and subsections i. and ii. are deleted in their entirety.

Section 4. Part II, Section 17 is amended to delete the following exhibit:

“Exhibit “E” Fees and Credits (Note: Exhibit E consists of E-1 and E-2)”

Section 5. All other terms and conditions of the Development Agreement, as amended, are unmodified and remain in full force and effect.

Section 6. 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 7. 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 8. This ordinance shall become effective thirty (30) days after its final passage.

Section 9. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code.

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 10, 2015, and by a unanimous vote of the council members present, further reading was waived.

On motion of councilperson_____, seconded by councilperson _____, the second reading of the foregoing ordinance was waived and this ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on August 24, 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE ROMO, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: August 24, 2015
Subject: Designation of Voting Delegate for the League of California Cities Annual Conference
Presented By: Raul L. Mendez, City Manager

Approved: _____

Staff Recommendation:

Approve designating Mayor Pro Tem Jeramy Young as the Voting Delegate for the League of California Cities Annual Conference on September 30-October 2, 2014 in San José, California.

Background and Overview:

The League membership considers and takes action on resolutions that establish policy at the Annual Business Meeting that takes place during the Conference.

Mayor Pro Tem Young is registered to attend the League of California Cities Annual Conference. In order to vote on behalf of the City of Hughson the City Council must designate a voting delegate. Each Member City has the right to cast one vote on matters pertaining to league policy. Mayor Pro Tem Young and City Manager Raul Mendez are already registered to attend this year's conference.

Upon approval, City staff will register with the League confirming Mayor Pro Tem Jeramy Young as the voting delegate representing the City of Hughson.

Fiscal Impact:

Registration costs associated with the 2015 League of California Cities Annual Conference and Exposition totaled \$1,000 and are included as part of the City's budget on an annual basis to ensure City representation.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

CITY OF HUGHSON
JUN 05 2015
RECEIVED

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247



CITY OF HUGHSON AGENDA ITEM NO. 3.8 SECTION 3: CONSENT CALENDAR

Meeting Date: August 24, 2015
Subject: Consideration of the Quarterly City of Hughson
Legislative Report
Presented By: Raul L. Mendez, City Manager

Approved By: _____

Staff Recommendation:

Accept the Quarterly City of Hughson Legislative Report.

Background and Overview:

On March 24, 2014, the Hughson City Council adopted Resolution No. 2014-10, establishing the City of Hughson's Legislative Program. The Legislative Program contains General Principles (Home Rule, Annexation, Right of Way and Unfunded Mandates) and focuses on key policy areas: Environmental/Utilities and Public Works/Transportations/Telecommunications. The Legislative Program is intended to be a fluid document that is revisited periodically to enable the City Council and staff to react and respond when appropriate to legislative issues as they arise throughout the year in a timely manner. The document is made available to State and Federal elected representatives so that they are made aware of the issues that are important to Hughson and can advocate on those issues on the City's behalf.

Historically, the City of Hughson has conducted legislative advocacy through its work by designated members of the City Council with organizations such as the League of California Cities (LOCC) and the California Local Agency Formation Commission (CALAFCO). Due to limited staffing resources, this model has served the City of Hughson well. Occasionally, the City of Hughson is asked to consider taking positions of support or opposition on Federal and State Legislation and such requests are handled on a case-by-case basis by the Hughson City Council through its regular or special meetings.

Under the new model, the City Manager and staff conduct the initial review of legislative requests. If determine to be consistent with the City's Legislative Program they are further research and then discussed with the Mayor and Mayor Pro Tem prior to bringing forward for consideration by the full City Council. Matters not brought forward are shared with the City Council in a quarterly legislative report by the City Manager. The work by designated members on the Hughson City Council on the LOCC and CALAFCO continue as traditionally done. This

approach ensures that staffing resources are utilized wisely to only conduct extensive work and analysis on those legislative matters consistent with the adopted Hughson Legislative Program.

The following is a summary of key legislative activity since the last reporting. City staff will prepare this report on a quarterly basis to keep the City Council and public informed of discussions and actions occurring at the Federal or State level.

Legislative Outlook

The State Legislature returned back into session on August 17, 2015 and have until September 11, 2015 to complete their work for the first year of the two-year 2015-2016 legislative session.

The City of Hughson is working with the League of California Cities on tracking key legislation and initiatives being discussed at the State level including transportation, medical marijuana, redevelopment, economic development, Cap-and-Trade revenues, affordable housing funding, waste disposal, water and elections.

Once the session wraps up on September 11, 2015, the League will issue sign/veto requests on legislation that makes it to the Governor's desk. Governor Brown has until October 11, 2015 to take action on the bills. The following was been provided by the League of California Cities as a precursor to some of the work in the upcoming weeks regarding key legislative proposals. City staff will process requests accordingly.

Transportation Funding

With transportation infrastructure funding being one of two special sessions called by Gov. Jerry Brown, a broad coalition launched on August 17, 2015 with a press briefing to talk with reporters about priorities for transportation funding. To date, 22 bills and one constitutional amendment have been introduced in the special on transportation funding session. Nine bills, including SBX1 1 (Beall), were scheduled to be heard in the Senate Transportation and Infrastructure Development Committee on Wednesday, Aug. 19 at 9:30 a.m.

The Fix Our Roads Coalition believes seven priorities are crucial to fund and maintain California's state and local transportation system. As part of this coalition, the League is advocating for a \$6 billion annual funding package, split 50-50 between the state and locals. The full principles and additional information are available at www.FixCARoads.com.

The principles were discussed by the Stanislaus County Chief Executive Officer and City Managers. Concerns were raised about advocating for funding that would split 50-50 between the state and locals without provisions that all funding remains in the Stanislaus County community. Furthermore, it was noted that a statewide initiative may negatively impact local efforts for a transportation sales tax measure in 2016 as previously discussed.

Medical Marijuana

The League is conditioning its continued support of AB 266 (Bonta, Cooley, Jones-Sawyer, Lackey), a bill to regulate medical marijuana businesses, on removing a provision challenging local control. Despite many other provisions protecting local control, the critical issue now is whether a provision remains in the bill that in effect states that Prop. 215 trumps local ordinances.

AB 266 requires dual licensing, under which marijuana businesses must have both a state-issued license, and a local license or permit, in order to comply with the law.

On April 21, 2015, the City of Hughson took a position of support for AB 266 on the basis that it will provide necessary changes to the voted approved Proposition 215: a responsible framework for marijuana distribution that upholds local control, squarely addresses public safety concerns, and includes important health and safety requirements.

Redevelopment Dissolution

AB 113 (Committee on Budget), the budget trailer bill that would reverse current redevelopment dissolution statute, remains pending in the Senate. This League-opposed bill attempts to reverse court decisions and existing incentives offered to cities in AB 1484 of 2012 as encouragement to expeditiously resolve issues and obtain a Department of Finance “finding of completion.”

A six-member Assembly Democrat Working Group has been established to take a more deliberate look at the measure. Nearly 100 cities and the League oppose AB 113 and the League encourages city officials to keep urging legislators to reject this Department of Finance proposal and let them know that cities have been harmed enough through the dissolution process.

City staff continues to track redevelopment dissolution amendments to determine local impact.

Fiscal Impact:

Implementation of the City of Hughson’s Legislative Program is managed by existing staff and through existing budgeted allocations.



CITY OF HUGHSON AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: August 24, 2015
Subject: Approval the Formal Response to the Stanislaus County Civil Grand Jury Final Report – 15-16 GJ – Local Effects of Prison Realignment (AB 109) and Proposition 47
Presented By: Raul L. Mendez, City Manager
Dan Schroeder, City Attorney

Approved By: _____

Staff Recommendation:

1. Approve the formal response to the Stanislaus County Civil Grand Jury Final Report – 15-16 GJ – Local Effects of Prison Realignment (AB 109) and Proposition 47
2. Authorize the Mayor to sign the formal response and submit on behalf of the City of Hughson.

Background and Overview:

On June 17, 2015, the City of Hughson received a formal correspondence, via Mayor Beekman, regarding the Stanislaus County Civil Grand Jury Final Report 15-16 GJ – Local Effects of Prison Realignment (AB 109) and Proposition 47. The City of Hughson was advised to submit a response to the findings and recommendations to the Presiding Judge of the Superior Court, the Honorable Marie Sovey Silveira in both hard copy and an electronic copy.

The California Penal Code §933 (c) specifies both the deadline by which responses shall be made to the Civil Grand Jury Final Report recommendations, and the required content of those responses. The following apply to the City of Hughson.

Deadline for Responses

All agencies are directed to respond to the Presiding Judge of the Stanislaus County Superior Court,

- Not later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of that agency.
- Not later than 60 days after the Civil Grand Jury submits a final report on the operation of a County agency, the elected head governing the agency shall

respond to the findings and recommendations pertaining to the operations of their agency.

- Information copies of responses pertaining to matters under the control of a county officer or agency are to be sent to the Board of Supervisors.
- A copy of all responses to the Civil Grand Jury reports shall be placed on file with the clerk of the public agency and the Office of the County Clerk, or the city clerk when applicable.
- One copy shall be placed on file with the applicable Civil Grand Jury by, and in the control of, the currently impaneled Grand Jury, where it shall be maintained for a minimum of five years.

Content of Responses

- The respondent agrees with the finding.
- The respondent disagrees wholly or partially with find and shall include an explanation.
- The recommendation has been implemented, with a summary regarding the implemented action.
- The recommendation has not been implemented, but will be implemented in the future, with a time frame for implementation.
- The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame if it is to be implemented later.

Stanislaus County Civil Grand Jury Final Report – 15-16 GJ - Excerpts

The full report is attached for reference. Below are excerpts to share the highlights.

The 2014-2015 Stanislaus County Civil Grand Jury initiated an investigation into the effects of Assembly Bill 109, commonly referred to as “prison realignment” on the local criminal justice system. AB 109, passed in 2011, shifts the responsibility for the incarceration, treatment, monitoring, and supervision of certain low level offenders from the State to the counties.

During the investigation of AB 109, Proposition 47 was passed. Unlike AB 109, Proposition 27 become effective immediately and reclassified certain crimes from felonies to misdemeanors. Proposition 47 also allowed offenders convicted of those felonies to have their convictions reclassified and to be released from custody. The Stanislaus County Civil Grand Jury decided to expand its investigations to attempt to identify the earlier impacts and consequences of Proposition 47.

The following are the key findings and recommendations that pertained to the incorporated cities within the Stanislaus County and required a response. Those that do not directly pertain to the City of Hughson but to other local agencies are indicated as such in the formal response and deferred accordingly.

California Assembly Bill 109

F5 AB 109 may have some effects to local public safety in the County, which may be compounded by budget cuts that have occurred to law enforcement agencies.

R5 The Stanislaus County Board of Supervisors and the City Councils of all nine incorporated cities within the County should take action to restore

budgets and expand police services, particularly community-oriented and problem-oriented policing, to respond to potential challenges of AB 109.

California Proposition 47

F7 Proposition 47, combined with the budget reductions to local law enforcement agencies, may result in an increase in property crimes throughout the county.

R7 The Stanislaus County Board of Supervisors and the City Councils of all nine incorporated cities within the County should take action to restore budgets and expand police services, particularly community-oriented and problem-oriented policing, to respond to the current and future challenges of Proposition 47.

The City Manager has discussed the Stanislaus County Civil Grand Jury Report and its findings and recommendations with the Mayor, City Attorney and Chief of Police. Although it is difficult to validate the Civil Grand Jury's conclusions and recommended actions pertaining to the local impact of California Assembly Bill 109 and California Proposition 47, it was determined that the City of Hughson generally agreed based on what has been experienced locally in Stanislaus County and thus formulated the following to be incorporated into the City's response:

The City of Hughson generally agrees with the above findings and recommendations. The City of Hughson relies on an executed agreement with the Stanislaus County Sheriff's Department for the provision of law enforcement services. This agreement has been in place since September 1, 2001. In the past five years, the annual actual costs (and staffing level) associated with the law enforcement agreement have maintained at just under \$1,000,000 increasing slightly each year. The City of Hughson and Hughson Police Services (Stanislaus Sheriff's Department) have addressed local public safety needs by working closely with the community, local businesses, and partner agencies to maintain a very low crime rate. As additional public safety needs arise in the City of Hughson, the City Council will have the opportunity to allocate resources accordingly.

Fiscal Impact:

There is no fiscal impact associated with the City of Hughson's formal response to the Stanislaus County Civil Grand Jury.



STANISLAUS COUNTY CIVIL GRAND JURY

Post Office Box 3387 • Modesto, California 95353 • (209) 558-7766 • Fax (209) 558-8170

June 17, 2015

CONFIDENTIAL

Mayor Matt Beekman
Hughson City Council
City of Hughson
7018 Pine Street
P.O. Box 9
Hughson, CA 95326

Dear Mayor Beekman:

The Civil Grand Jury is providing the Hughson City Council a copy of the following section of the Civil Grand Jury final report:

- 15-16GJ – Local Effects of Prison Realignment (AB 109) and Proposition 47

The Grand Jury will release the report to the public two working days after you receive your copy. The Penal Code prohibits you from disclosing any contents of the report prior to its public release (Penal Code Section 933.05 (f)).

Your response to the findings and recommendations must be submitted to the Presiding Judge of the Superior Court, the Honorable Marie Sovey Silveira, at PO Box 3488, Modesto, CA 95353. Please submit a hard copy of your response and an electronic copy in Word or PDF format. We are enclosing guidelines that may be helpful as you prepare your response.

Sincerely,

Judy Navarro
Foreperson
2014-2015 Civil Grand Jury

Attachment

By hand delivery

HOW TO RESPOND TO FINDINGS & RECOMMENDATIONS

Responses

The California Penal Code §933(c) specifies both the deadline by which responses shall be made to the Civil Grand Jury Final Report recommendations, and the required content of those responses.

Deadline for Responses

All agencies are directed to respond to the Presiding Judge of the Stanislaus County Superior Court,

- Not later than 90 days after the Civil Grand Jury submits a final report on the operations of a public agency, the governing body of that agency shall respond to the findings and recommendations pertaining to the operations of that agency.
- Not later than 60 days after the Civil Grand Jury submits a final report on the operation of a County agency, the elected head governing that agency shall respond to the findings and recommendations pertaining to the operations of their agency.
- Information copies of responses pertaining to matters under the control of a county officer or agency are to be sent to the Board of Supervisors.
- A copy of all responses to the Civil Grand Jury reports shall be placed on file with the clerk of the public agency and the Office of the County Clerk, or the city clerk when applicable.
- One copy shall be placed on file with the applicable Civil Grand Jury by, and in the control of, the currently impaneled Grand Jury, where it shall be maintained for a minimum of five years.

Content of Responses

For each Civil Grand Jury findings and recommendations, the responding person or entity shall report one of the following actions:

- The respondent agrees with the finding
- The respondent disagrees wholly or partially with finding and shall include an explanation.
- The recommendation has been implemented, with a summary regarding the implemented action.
- The recommendation has not been implemented, but will be implemented in the future, with a time frame for implementation.
- The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame if it is to be implemented later.

2014-2015 Stanislaus County Civil Grand Jury

LOCAL EFFECTS OF PRISON REALIGNMENT (AB 109) AND PROPOSITION 47, CASE 15-16GJ

SUMMARY

The 2014-2015 Stanislaus County Civil Grand Jury (SCCGJ) initiated an investigation into the effects of Assembly Bill 109 (AB 109), commonly referred to as “prison realignment,” on the local criminal justice system. AB 109, passed in 2011, shifts the responsibility for the incarceration, treatment, monitoring, and supervision of certain low level offenders from the State to the counties. AB 109 was drafted with extensive participation from a variety of agencies and interest groups, did not affect felons currently in state prison, and did not become effective until funding was put into place to support its implementation.

During the SCCGJ investigation of AB 109, Proposition 47 was passed. Unlike AB 109, Prop 47 became effective immediately and reclassified certain crimes from felonies to misdemeanors. Prop 47 also allowed offenders convicted of those felonies to have their convictions reclassified and to be released from custody. The SCCGJ decided to expand its investigation to attempt to identify the early impacts and consequences of the passage of Prop 47.

While conducting the inspection of the Public Safety Center required by California Penal Code Section 919 (b), the SCCGJ was impressed by the amount of construction occurring, particularly that which was a direct result of realignment. The SCCGJ decided to investigate the planning and development history of the Public Safety Center. In the course of its inspection of the Downtown Men’s Jail, its tours of the Modesto Police Department and Probation Department Day Reporting Center, meetings at the District Attorney’s and Public Defender’s offices, the SCCGJ became interested in the future of the downtown men’s jail/courthouse block once the State of California’s New Modesto Courthouse is completed, and so the SCCGJ decided to look into the matter.

From this investigation, the SCCGJ has found that the Stanislaus County Sheriff’s Department and Probation Department are the most directly affected by AB 109, though other County departments have been affected as well. The multi-agency Community Corrections Partnership (CCP), chaired by the Chief Probation Officer (CPO) has developed a thoughtful and phased approach for the implementation of AB 109. The County, through its long-term planning, has been successful in meeting its facility needs for AB 109. The SCCGJ found that the passage of Prop 47 has resulted in unintended consequences that are presenting challenges to the County’s criminal justice agencies both now and in the future.

The SCCGJ also finds it important to recognize the efforts of the past and current Chief Probation Officers and the Sheriff in shaping AB 109 as it was drafted and in its formative stages to maximize its chances for successful implementation. The Sheriff’s efforts should also be recognized as instrumental in securing Assembly Bill 900 (AB 900) Phase II and SB 1022 funding for the Public Safety Center (PSC) as well as the efforts of the Chief Operations Officer of the County Executive Office resulting in extremely successful project management and funding in the development of the Public Safety Center. Their foresight made the Stanislaus County PSC the first project in the state to receive funding and the County’s new Day Reporting Center the first of its kind in the state.

GLOSSARY

AB 109	Assembly Bill 109
AB 117	Assembly Bill 117
AB 900	Assembly Bill 900. Authorized \$7B in bond funding for state prisons and local jail facilities
BHRS	Behavioral Health and Recovery Services
BOS	Stanislaus County Board of Supervisors
BSCC	Board of State and Community Corrections
CEO	County Executive Office
CEQA	California Environmental Quality Act
CCP	Community Corrections Partnership
COP	Community-oriented policing: a philosophy that combines traditional aspects of law enforcement with prevention measures, problem solving, community engagement, and community partnerships
CPO	Chief Probation Officer
CSAC	County Supervisors Association
DA	District Attorney
Flash incarceration	A period of detention in county jail due to a violation of an offender's conditions of post-release supervision
House arrest	Confinement of a criminal to his or her own residence, usually under electronic monitoring or other surveillance, imposed by a court as a more lenient alternative to imprisonment
IFT	Integrated Forensics Team
PC § 1170 (h)	California Penal Code section implementing provisions of AB 109 mandating county incarceration vs. state prison for certain felons
PD	Public Defender
POP	Problem-oriented policing: a policing strategy that involves the identification and analysis of specific crime and disorder problems in order to develop effective response strategies; for example, gang unit or street crime unit
PRCS	Post release community supervision
Prop 47	Proposition 47 (2014)
PSC	Public Safety Center
Recidivism	Habitual relapse into crime
SB 1022	Senate Bill 1022 providing funding for specified adult criminal justice facilities
Split sentence	When a convicted felon is ordered to mandatory supervision by probation after a specified jail term
Triple Non	A crime that is non-serious, non-violent, or a non-registered sex offender

METHODOLOGY

In conducting their investigation, members of the SCCGJ Criminal Justice Committee interviewed the following individuals:

- Stanislaus County Sheriff
- Stanislaus County Chief Probation Officer
- Police Chiefs of Modesto, Turlock, Ceres, and Oakdale
- Stanislaus County District Attorney
- Stanislaus County Public Defender

- Stanislaus County Chief Operations Officer

Members of the SCCGJ and the Criminal Justice Committee also gained insight through interaction with law enforcement personnel during their site inspections of the Public Safety Center, Modesto Downtown Men's Jail, and the County Probation Department's Juvenile Hall Facility. Members of the SCCGJ also toured the Modesto Police Department and the Probation Department's current Day Reporting Center and participated in Regional 911 sit-alongs and Police and Sheriff Department ride-alongs. (For further details concerning facilities inspections, please refer to report 15-04GJ.) Committee members also attended Community Corrections Partnership meetings and sat in on Superior Court arraignment and court calendars to view the impacts of Prop 47.

During their investigation, members of the Criminal Justice Committee reviewed documents and correspondence containing the following information:

- Chronology and master planning process for the Public Safety Center (PSC)
- Changes to the PSC as a result of AB 109
- Costs of capital facilities constructed as a result of AB 109
- State funding to assist in the construction of capital facilities as a result of AB 109
- Population statistics at the PSC, Downtown Men's Jail, Juvenile Hall and Commitment Center
- Number of individuals released from state custody to county custody and probation supervision as a result of AB 109
- Cost of supervision of individuals released from state custody to county custody and probation as a result of AB 109
- State funding to assist in in the supervision of individuals released from state custody to county custody and probation as a result of AB 109
- Available crime statistics as a result of AB 109

This report has been broken down into four sections: AB 109, Prop 47, the Planning and Development of the Public Safety Center, and the New Modesto Courthouse. Each section contains its own discussion, findings, recommendations, and requests for response. The findings and recommendations have been numbered sequentially.

CALIFORNIA ASSEMBLY BILL 109

BACKGROUND

In 2011 a panel of three (3) federal judges, ratified by the Supreme Court, ordered the State of California to reduce the population in its prisons to 137% of their designed capacity within two years. Based on the prison capacity at the time of the order, this meant that the State had to reduce the population in its 33 prisons from 150,000 inmates to 110,000 inmates.

In 2011, to reduce the state's prison population, Governor Jerry Brown signed Assembly Bill 109 (AB 109), commonly referred to as "prison realignment," which shifted to the counties the responsibility for monitoring, tracking, and incarcerating lower-level offenders previously bound for state prison.

Essentially, AB 109 (and AB 117, a companion bill) altered both sentencing and post-prison supervision for the newly statutorily classified “non-serious, non-violent, non-sex” offenders. These offenders became a county responsibility.

AB 109 would not become operative until it was funded. The state funding to implement AB 109 was established by Assembly Bill 118 (AB 118) and Senate Bill 89 (SB 89). These bills dedicated a portion of the state sales tax and motor vehicle license fees to a Local Revenue Fund to be distributed to counties to pay for the implementation of AB 109.

Governor Brown required that the counties divide the state funding among themselves, so a realignment committee was created through the County Supervisors Association (CSAC) to develop a format to distribute these funds. A temporary formula was adopted for the first partial year 2011-2012 allocation. This formula considered several factors, such as population and estimated workload. In the first year Stanislaus County received about \$6.8 million or about 1.70% of the statewide allocation. In the subsequent fiscal year (2012-2013) Stanislaus County’s percentage of the state allocation dropped to 1.45%. This percentage reduction was shared by many rural counties as the adjusted formula shifted more money to suburban and urban counties. CSAC has stated that its goal is to develop a hybrid formula which considers factors such as population and workload but also provides incentives to successfully implement AB 109. Under this latest recommended formula, Stanislaus County would receive 1.67% of the total statewide allocation.

DISCUSSION

As a result of AB 109, about 25% of the county’s jail population (either housed at PSC or the downtown jail) are “realigned” inmates serving their sentences locally versus state prison. There have been a total of 1,479 felons incarcerated locally as of May 1, 2015, rather than in state prison. Of those, 81% (1,203) will have a “split sentence” requiring mandatory probation upon release from jail. Historically, inmates served no more than one year in a county jail or were transferred to state prison. With the implementation of AB 109, it is not uncommon to have inmates who should be serving prison sentences retained in county jail for many years. Since AB 109’s passing, 2,034 individuals have been or are now being supervised by County Probation under Post Release Community Supervision (PRCS). Besides Sheriff and Probation, other county departments have also been affected, notably Behavioral Health and Recovery Services (BHRS) as part of the Integrated Forensics Team (IFT) which has been greatly expanded to provide services to the additional probation caseload. The County Executive Office (CEO) has also taken on additional workload as a result of AB 109.

Both the Public Defender (PD) and District Attorney (DA) have experienced some increase in workload due to realignment. Much of this increased workload is a result of the activities of the Probation and the Regional Apprehension Task Force and new law violations by realigned offenders. AB 118 created the DA/PD account to address costs associated with revocation proceedings involving persons subject to state parole and post release community supervision (PRCS). The CCP has also awarded funds to the PD and DA to assist these departments in AB 109-related cases.

AB 109 has increased use of the Probation Department’s Day Reporting Center and has created a need for an increase in local mental and behavioral health services. AB 109 has also demanded a closer relationship between the Probation and Sheriff’s departments and community-based organizations such as the Modesto Gospel Mission, Friends Outside, Nirvana Drug and Alcohol Institute, and El Concilio.

The effects of AB 109 to the municipal police agencies within the county are not clearly apparent, at least in the short term. The City of Modesto Police Chief provided data to the SCCGJ that suggested there may be a slight increase in the number of Part 1 crimes in Modesto since AB 109 passed, but the change is not significant enough to be attributed to AB 109 given other factors that affect crime statistics. Part 1 crimes include two categories: violent and property crimes. Aggravated assault, forcible rape, murder, and robbery are classified as violent while arson, burglary, larceny-theft, and motor vehicle theft are classified as property crimes.

One concern voiced by the police chiefs is that the additional inmates being locally incarcerated as opposed to state prison will attract friends and relatives to the area that have also been arrested and convicted of a crime. The chiefs also expressed concern that the increased number of persons on PRCS will result in an increase in local property crimes, particularly lower value property crimes. All of the police chiefs interviewed expressed concern with any impacts AB 109 would have due to the fact that all had suffered budget cuts in recent years resulting in the reduction or outright elimination of community policing services. Reduced funding for local municipalities forces the elimination of specialized units which allow the patrol function to keep pace with the increased level of calls for service. Dedicated entities such as street crimes, school resource officers, traffic, drug, and gang units have been eliminated to augment minimum staffing levels for basic patrol services. The impact to the local community results in increased reactive policing rather than focused proactive policing.

Implementation of AB 109 through the Community Corrections Partnership

AB 109 requires that each county implement prison realignment through its Community Corrections Partnership (CCP). The California Penal Code requires that each county's CCP be chaired by the Chief Probation Officer and consist of the following:

1. The Presiding Judge of the Superior Court, or his or her designee
2. A County Supervisor or the Chief Administrative Officer for the County or a designee of the Board of Supervisors
3. The District Attorney
4. The Public Defender
5. The Sheriff
6. A Chief of Police
7. The head of the County Department of Social Services
8. The head of the County Department of Mental Health
9. The head of the County Department of Employment
10. The head of the County alcohol and substance abuse programs
11. The head of the County Office of Education
12. A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense
13. An individual who represents the interests of victims

The Stanislaus County CCP meets monthly at the Probation Department's training room located at 2215 Blue Gum Avenue. The Probation Department provides general staff support to the CCP. The meetings

are open to the public, and the agendas are posted on the County website. At the meetings attended by members of the SCCGJ, however, there were few if any members of the general public in attendance. The training room where the meetings are held is a portable building and is generally adequate for the purposes of the CCP but would be difficult to accommodate a meeting should a large group of the general public wish to attend. The CCP meetings that members of the SCCGJ attended were chaired by the CPO, and attendance was generally good with a positive, open, and professional attitude among the participants. Given the key role that the CCP plays in coordinating the County's AB 109 implementation plan, the SCCGJ believes greater public participation should be encouraged.

The Executive Committee of the Stanislaus CCP is comprised of the Chief Probation Officer, the Sheriff, the District Attorney, the Public Defender, the Presiding Judge of the Superior Court, and the Modesto Chief of Police. AB 117, a technical follow-up bill to AB 109, specifies that the CCP Executive Committee recommend a local plan to the Board of Supervisors (BOS) in response to AB 109. In essence, the CCP Executive Committee is responsible to develop the county's implementation strategy for AB 109.

In September of 2011 the BOS approved the implementation plan unanimously recommended by the CCP Executive Committee. Because of the many questions and uncertainties that surrounded AB 109 at the time, the implementation plan proposed a phased approach. Since this initial approval there have been four phases approved for AB 109 implementation.

Phase I, covering the period from October 2011 to June 20, 2012, devoted the approximately \$6.2 million allocated by the State to the County to Sheriff and Probation services. Jail capacity at the PSC was increased by reopening facilities. The jail alternatives program was expanded. Also expanded was the support for post release community supervision services, the Day Reporting Center, the Integrated Forensics Team, and the Regional Apprehension Task Force.

Phase II, covering the 2012-2013 fiscal year, applied a budget of about \$13.3 million to continue all the Phase I programs; increase capacity at the Grayson Road Honor Farm; a contract for medical services for those in custody; additional mental health, behavioral health, and recovery services; expanded services at the Day Reporting Center; and the addition of a crime analyst.

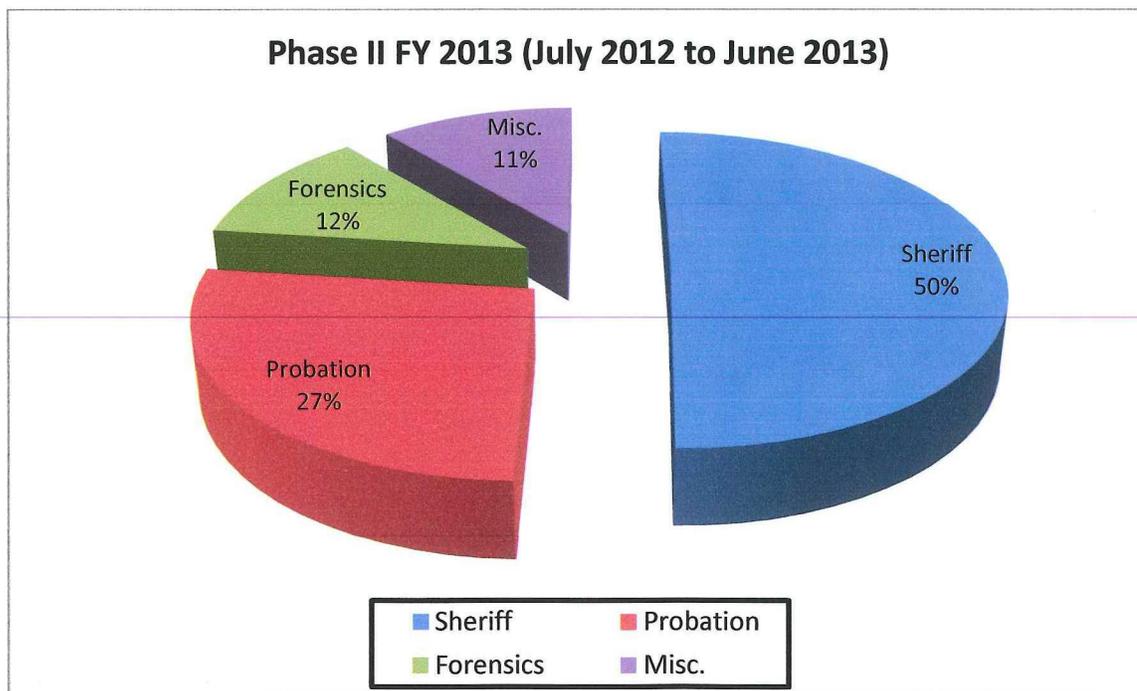
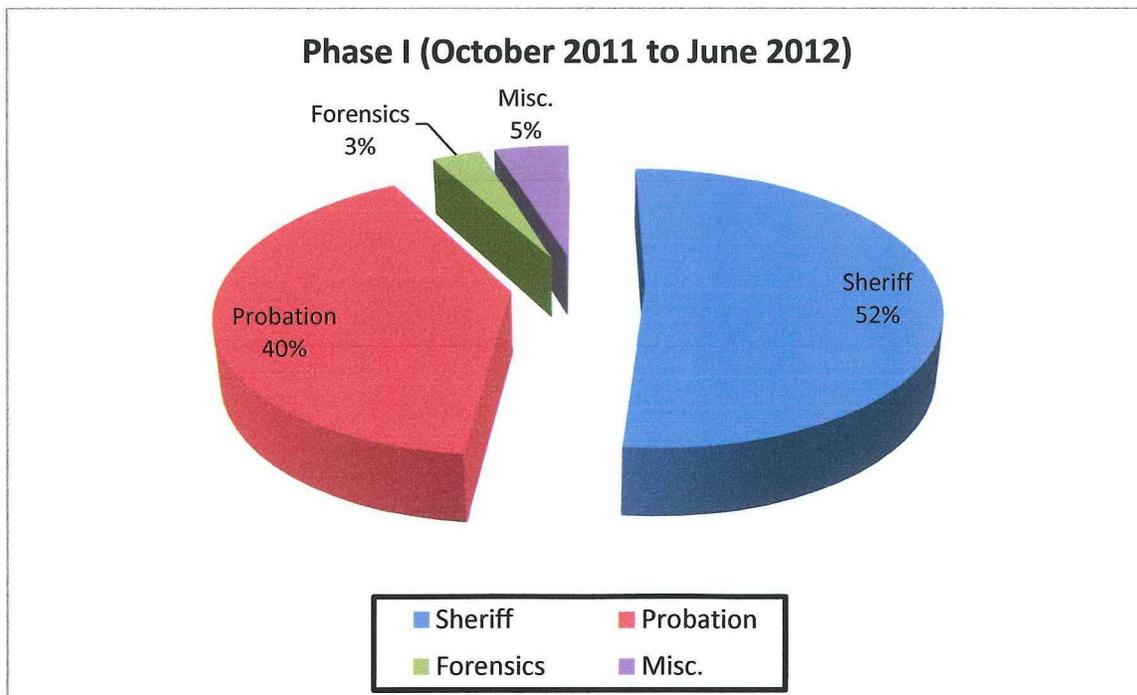
Phase III, covering the 2013-2014 fiscal year, and with a budget of over \$18.7 million, continued all the Phase I and II programs and added a \$3 million allocation for staffing at the PSC for the AB 900 Phase II expansion, DA and PD support, additional staffing at the Regional 911 Center for probation services, and grants to community-based organizations providing services to the realigned population.

Phase IV of the CCP's AB 109 implementation plan for the 2014-2015 fiscal year allocates a budget of about \$16.2 million. Phase IV continues all the programs of Phase III with the exception of the Second Chances federal grant program which the CCP found ineffective. Phase IV provides for a restoration of the recent countywide 5% salary reduction. There is also about \$1 million set aside for additional staffing for the AB 900 Phase II expansion at the Public Safety Center.

The following pie charts illustrate the budgets of each phase of the CCP AB 109 implementation plan. In reviewing these budgets, as well as the narratives describing each phase submitted by the CPO as part of the CCP's budget recommendation to the BOS, a couple of trends are noteworthy. The expansion of the IFT recognizes the need to provide behavioral health and drug treatment services to a significant number of the probation caseload that is underserved, homeless, or about to become homeless. Budgets and work plans also show that additional county departments and community-based organizations have been added to address the expanded needs of both the incarcerated and those on probation that are now the County's

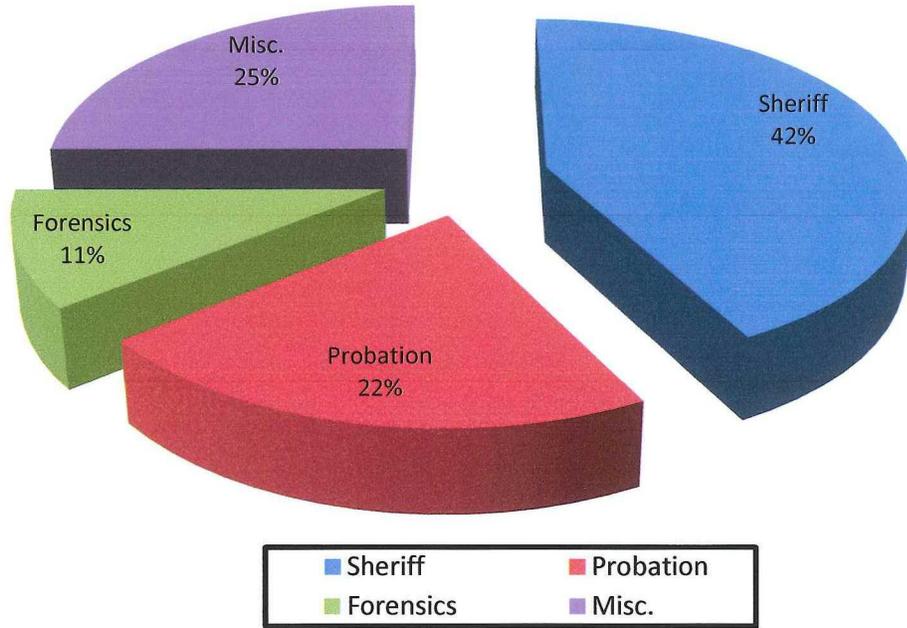
responsibility. The budget has generally settled to about half being dedicated for Sheriff functions, one-quarter to Probation, with the remainder divided among the Integrated Forensics Team (IFT), county-wide apprehension of offenders, the District Attorney, Public Defender, Indigent Defense, and community-based organizations. For more detailed financial information, please see Appendix A.

COMMUNITY CORRECTIONS PARTNERSHIP BUDGET

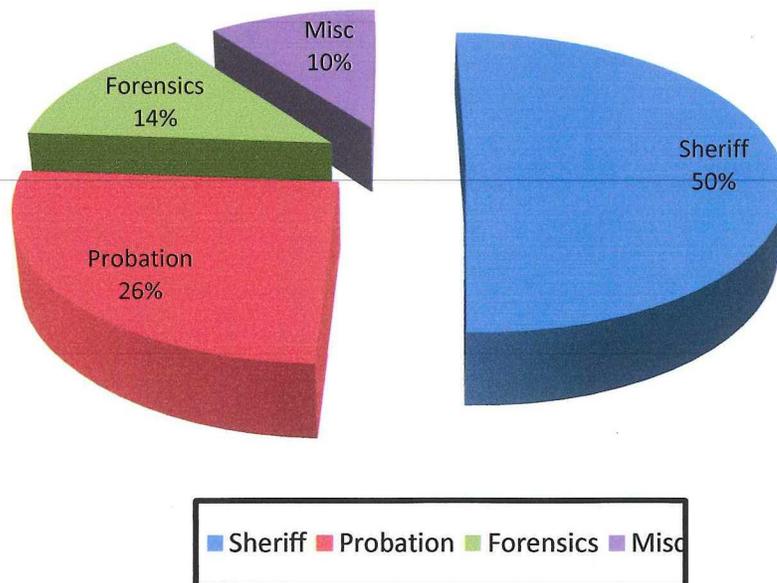


COMMUNITY CORRECTIONS PARTNERSHIP BUDGET - CONTINUED

Phase III FY 2014 (July 2013 to June 2014)



Phase IV FY 2015 (July 2014 to June 2015)



The SCCGJ has observed through interviews, review of CCP agenda material, and attendance at CCP meetings that the CCP is dedicated to successfully implement AB 109 and is committed to using its experience and diversity of disciplines to improve AB 109 implementation phase by phase. It is important and beneficial that the DA and PD have dedicated funds to support their additional workloads. The addition of privately operated community organizations such as the Nirvana Drug and Alcohol Institute and El Concilio are also important in recognizing the partnerships that are necessary between the County and community-based and faith-based organizations if the implementation of AB 109 is to be successful.

FINDINGS

- F1. AB 109 has affected County Sheriff and Probation Departments most, and there have been some effects to other County departments.
- F2. The State provides funding for the implementation of AB 109 through a formula that has been developed and amended several times since AB 109 passed.
- F3. The Community Corrections Partnership, particularly the CCP Executive Committee, is responsible to allocate the funds provided by the State for the implementation of AB 109.
- F4. The CCP meetings are public, but are not widely publicized, and the current location of the CCP meetings would not be able to accommodate a large number of public participants.
- F5. AB 109 may have some effects to local public safety in the County, which may be compounded by budget cuts that have occurred to local law enforcement agencies.

RECOMMENDATIONS

- R1. None
- R2. The Stanislaus County Sheriff and Chief Probation Officer should continue to be active, both individually and through their statewide organizations, to ensure that Stanislaus County receives its fair share of funding for the implementation of AB 109.
- R3. None
- R4. The CCP should develop strategies to increase public awareness of its mission and to encourage more public participation at meetings.
- R5. The Stanislaus County Board of Supervisors and the City Councils of all nine incorporated cities within the County should take action to restore budgets and expand police services, particularly community-oriented and problem-oriented policing, to respond to the potential challenges of AB 109.

REQUEST FOR RESPONSE

Pursuant to California Penal Code Section 933.05, the SCCGJ requests responses.

From the following individuals:

- Stanislaus County Sheriff
- Stanislaus County Chief Probation Officer

From the following governing bodies/entities:

- Stanislaus County Board of Supervisors
- Modesto City Council
- Turlock City Council
- Ceres City Council
- Oakdale City Council
- Riverbank City Council
- Waterford City Council
- Hughson City Council
- Patterson City Council
- Newman City Council

INVITED RESPONSES

Though not required by California Penal Code Section 933.05, the SCCGJ would welcome responses from the following:

- Stanislaus County District Attorney
- Stanislaus County Public Defender

CALIFORNIA PROPOSITION 47

BACKGROUND

Proposition 47 (Prop 47), officially titled the “Reduced Penalties for Some Crimes” initiative, was passed on November 4, 2014. The initiative passed by a statewide margin of 59.6% in favor to 40.4% opposed. In Stanislaus County the initiative failed with 47.6% in favor and 52.4% opposed. Nonetheless, Proposition 47 became effective statewide immediately.

Proposition 47 reduces penalties for certain offenders whose last convictions were non-serious and non-violent property and drug crimes. It also allows certain offenders who have been convicted of such crimes to apply for reduced sentences. The proponents of Prop 47 dubbed it the “Safe Neighborhoods and Schools Act” and argued that it would improve public safety, reduce government waste, redirect

taxpayer dollars, better fund K-12 schools, provide better crime victim assistance and mental health and drug treatment services for offenders.

Proposition 47 represents the latest in a series of ballot initiatives altering sentences and/or reclassifying crimes in response to an event or series of events or to modify the effects of a prior initiative. In 1992, 18-year-old Kimber Reynolds was shot and killed by a repeat violent offender. The next year, 12-year-old Polly Klaas was kidnapped, raped, and murdered by another repeat violent offender. In 1994, as a direct result of these two tragedies, California voters overwhelmingly passed Proposition 184, the “Three Strikes Law,” requiring a mandatory sentence of 25 years to life in prison for a third felony, even if it was non-violent. As a result, the prison population spiked, and overcrowding resulted to the point that the Federal Supreme Court stepped in and mandated a reduction in population levels. This mandate in turn led to a number of statewide ballot initiatives to reduce the prison population.

In 2000 voters passed Proposition 36, the “Drugs, Probation and Treatment Act,” giving rise to what is commonly referred to as “Drug Court.” This law requires that eligible offenders convicted for the possession, use, or transportation of drugs receives probation and drug treatment rather than incarceration. The convictions can be dismissed after completion of a drug treatment program.

In 2012 voters passed a second Proposition 36, which changed certain parts of the original 1994 “Three Strikes Law.” The third strike now resulted in a life sentence only when the new felony conviction is “serious” or “violent.” Resentencing was authorized for felony offenders serving life sentences if the third strike conviction was non-serious or non-violent. The 2012 Proposition 36 continues to require a life sentence for certain third strike convictions.

Proposition 47, like these other initiative solutions to crime and punishment, offered “better” alternatives to incarceration. Prop 47 promised to save the state criminal justice system millions of dollars annually and reduce recidivism. The SCCGJ found that, like these other ballot initiatives, Prop 47 has resulted in consequences that create their own issues.

DISCUSSION

The Effects and Unintended Consequences of Proposition 47

The SCCGJ found that the most immediate effects of Prop 47 have been to the County Sheriff, District Attorney, and Public Defender. Between November 4, 2014, when Prop 47 passed, and May 1, 2015, 1125 inmates have been released from custody from Stanislaus County detention facilities as a result of their latest convictions being reclassified from felonies to misdemeanors. The petitions to have felonies reclassified has burdened the Superior Court. In each petition, the Court must determine whether the felon meets the provisions for reclassification. These petitions often mandate a Deputy District Attorney and a Deputy Public Defender, both at public expense, to represent the balanced interests of the People and the Defendant. Because Prop 47 has only been in effect for a relatively short time, the long-term effects to the Sheriff, District Attorney, and Public Defender are unknown.

Proposition 47 has also resulted in significant unintended consequences. In 2004 California voters passed Proposition 69, the “DNA, Fingerprint, Unsolved Crime and Innocent Protection Act,” which increased the categories of individuals from which a DNA sample must be taken for inclusion into the California DNA Data Bank Program. As a result of Proposition 69, the Penal Code now requires that all adults charged, arrested, or convicted of any felony offense and all juveniles convicted of any felony offense provide a DNA sample. Proposition 69 was intended to provide prosecutors with an important

and useful tool to reduce serial crimes and solve cold crimes, as well as to prove the innocence of those wrongfully convicted of a crime. As a result of Prop 47, felony convictions that are reclassified are no longer mandated to provide a DNA sample since they are no longer felonies but misdemeanors. This has the potential to severely compromise the effectiveness of the state DNA database.

Under Prop 47 possession and use of illegal drugs are now misdemeanor violations. Prop 47 also reduced the penalties for the possession of date-rape drugs. Prior to Prop 47 the theft of any gun, regardless of value, was considered a felony. Because Prop 47 increased the value of what is considered a misdemeanor theft to \$950, the theft of a gun with a value of less than \$950 is no longer considered a felony.

Prop 47 effectively eliminated Drug Court. Prop 36, the "Substance Abuse and Crime Prevention Act of 2000," allowed qualifying defendants convicted of a non-violent felony drug possession offense to receive a probationary sentence in lieu of incarceration. As a condition of probation, defendants are required to participate in and complete a licensed and/or certified community drug treatment program. Defendants that successfully complete the program will have their felony drug possession convictions converted to misdemeanors by the Drug Court. Because Prop 47 reclassifies such drug crimes to misdemeanors anyway, Drug Court has become inconsequential. Without the Drug Court threat of incarceration, addicts have no incentive to seek treatment and rehabilitation. Also, because a misdemeanor drug conviction now rarely results in any jail time, persons needing drug treatment are never held or jailed to allow evaluation and mandatory treatment for their addictions.

Prop 47 is impacting the daily duties of police officers as well as the victims of crime. Under normal circumstances suspects arrested for a misdemeanor violation must be released on a written promise to appear (citation) rather than being booked into county jail. Many defendants fail to appear as required by the citation, resulting in a bench warrant. When arrested for an outstanding bench warrant, the defendant must again be issued a citation unless the warrant was issued for a violent crime, resulting in a perpetual "revolving door." The crimes reclassified by Prop 47 are not violent in nature. This method frustrates local police officers with a "catch and release" viewpoint. Police chiefs also expressed the concern that when victims of crime experience firsthand a citation being issued for the theft of their property with no jail time, they will become apathetic and no longer report lower value property crimes, thereby resulting in artificially low crime rate statistics.

There have been legislative attempts to correct some of the consequences created by Prop 47; notably, to restore the requirements for the state DNA database and to make the theft of any gun, no matter what its value, a felony. However, none of these legislative efforts have been successful. Until the problems resulting from the consequences of Prop 47 are corrected, their long-term adverse effects to public safety could be significant.

FINDINGS

- F6. Proposition 47 has resulted in impacts to all levels of the County's criminal justice system, but it is difficult to quantify these impacts in the short term, and the long term impacts are unknown.
- F7. Proposition 47, combined with the budget reductions to local law enforcement agencies, may result in an increase in property crimes throughout the county.
- F8. The passage of Proposition 47 has resulted in significant unintended consequences. These include crippling Drug Court, creating holes in the state DNA database, and the reclassifying of some gun crimes.

- F9. There have been attempts to create legislative solutions to some of the consequences of Proposition 47, but they are yet to be successful.

RECOMMENDATIONS

- R6. None
- R7. The Stanislaus County Board of Supervisors and the City Councils of all nine incorporated cities within the county should take action to restore budgets and expand police services, particularly community-oriented and problem-oriented policing, to respond to the current and future challenges of Proposition 47.
- R8. See R9
- R9. The criminal justice leaders of Stanislaus County should continue to be active, both individually and through their professional organizations, in California's legislative challenges to salvage the unintended consequences of Proposition 47.

REQUEST FOR RESPONSE

Pursuant to California Penal Code Section 933.05, the SCCGJ requests responses.

From the following individuals:

- Stanislaus County Sheriff
- Stanislaus County Chief Probation Officer
- Modesto Police Chief

From the following governing bodies/entities:

- Stanislaus County Board of Supervisors
- Modesto City Council
- Turlock City Council
- Ceres City Council
- Oakdale City Council
- Riverbank City Council
- Waterford City Council
- Hughson City Council
- Patterson City Council
- Newman City Council

INVITED RESPONSES

Though not required by California Penal Code Section 933.05, the SCCGJ would welcome responses from the following:

- Stanislaus County District Attorney
- Stanislaus County Public Defender

PLANNING AND DEVELOPMENT OF THE PUBLIC SAFETY CENTER

BACKGROUND

The development of the County Public Safety Center began in early 1988 when the Board of Supervisors, in order to qualify for \$6 million in jail construction funds allocated to the County by Proposition 52, accepted a County Jail Needs Assessment and Master Facility Plan. This report identified that the County had an immediate shortage of over 100 jail beds and that by 2007 that shortage was projected to increase to 1,500 beds. Recognizing that this long-term need for jail beds could not be satisfied by simply expanding existing facilities, this Needs Assessment and Master facility Plan contained the following recommendations:

1. Obtain a suburban site of at least 100 acres
2. Construct an incarceration facility on the site
3. Close the current women's detention facility (then located on Blue Gum Avenue)
4. Remodel the existing men's jail and use it to house post preliminary hearing inmates
5. With modifications, continue to use the honor farm on Grayson Road
6. Construct facilities for Sheriff's operations on the new site and eventually close the downtown men's jail

In compliance with the California Environmental Quality Act (CEQA), the County approved a "first tier" Environmental Impact Report (EIR) that evaluated the environmental impacts of the development of a new Public Safety Center on any one of the six alternate sites being considered at the time. As a "first tier" EIR, the County anticipated that a Subsequent EIR would be prepared that would evaluate the development of the new PSC on the site selected by the County.

In 1989 the Board of Supervisors selected and acquired a 155-acre site at Service Road and Crows Landing Road for the new Public Safety Center. Following site acquisition, the County issued Use Permit 90-28 approving a conceptual site plan. This conceptual site plan provided for the development of up to 1,789 jail beds within 648,231 square feet of jail and sheriff's operation areas. A Subsequent EIR was prepared for this conceptual plan, tiering from the site selection EIR. This Subsequent EIR evaluated the environmental impacts for the full build-out of development on the Crows Landing site allowed by Use Permit 90-28.

The approval of this use permit and subsequent EIR launched the development of the PSC. From 1990 to 1998, buildings were constructed which included Unit 1, the Sheriff's Operation Center, a kitchen/laundry facility, and a regional police training and academy complex.

In 2007, in order to qualify for funding under AB 900, which authorized over \$7 billion in revenue bond financing statewide to expand jail capacity, the Board of Supervisors accepted an updated Jail Needs

Assessment and Public Services Master Plan for the Public Safety Center, Coroner facilities, and other public safety facilities. This needs assessment was later modified so that the jail beds lost due to the loss of the Grayson Road Honor Farm could be replaced at the Public Safety Center. The County concluded that no additional review under CEQA was required for the 2007 needs assessment because the 1990 subsequent EIR provided sufficient environmental review.

An updated Needs Assessment for adult detention facilities was accepted by the BOS in 2011. This updated adult Needs Assessment allowed the County to successfully receive \$80 million in AB 900 funding (Phase II) and \$40M under SB 1022. For this 2011 needs assessment, the County prepared a mitigated negative declaration under CEQA. At that time the PSC was developed with 726 beds within 370,219 square feet of jail and support facilities. The mitigated negative declaration concluded that as long as certain mitigation measures were implemented, the addition of 648 jail beds within 224,000 square feet of jail and support facilities would not significantly impact the environment and no new EIR was needed.

The expansion financed through the Phase II AB 900 project continues with the development and construction of Unit 2, consisting of maximum security housing, medical/mental health facilities, a new Day Reporting Center, an intake/release/transportation/custody/administration facility, and a County Re-entry and Enhanced Alternative to Custody Training (REACT) Center Project.

DISCUSSION

Over the 26 years that the PSC has been developed, the County has been comprehensive and forward thinking through the use of tiered environmental reviews that consider the future public safety needs of the county. Through regular updating of its criminal justice facility needs, the County has minimized the need for costly duplicative studies, has avoided environmental litigation, and has been able to maximize its competitiveness for state funding when it has become available. This progressive and proactive planning is even more important given the changing conditions and needs resulting from AB 109, Proposition 47, and whatever legislation may be considered in future years. However, as the 2007 horizon for the original 1988 Needs Assessment has passed, the County should continue to regularly update the Needs Assessments looking into our criminal justice facility needs for the next 20 years to ensure that adequate facilities are planned, funded, and developed when needed.

FINDINGS

- F9. The County has been comprehensive and forward thinking in the planning of the Public Safety Center and has maximized the County's ability to respond to changing criminal justice facility needs and to qualify for state funding for the construction, expansion, and modification of facilities particularly in response to AB 109.

RECOMMENDATIONS

- R9. The County Board of Supervisors should continue to update the master plan for the Public Safety Center on a periodic basis and provide adequate review under the California Environmental Quality Act (CEQA).

REQUEST FOR RESPONSES

Pursuant to California Penal Code Section 933.05, the SCCGJ requests responses.

From the following individuals:

- Stanislaus County Sheriff
- Stanislaus County Chief Operations Officer

From the following governing bodies/entities:

- Stanislaus County Board of Supervisors

NEW MODESTO COURTHOUSE

BACKGROUND

In November of 2014, the State of California approved the purchase of a 3½ acre site bounded by G and H Streets, 9th and 10th Streets in downtown Modesto for a new courthouse, which will consolidate existing court facilities in Stanislaus County. The project is currently in the architectural design/preliminary planning stage, which is expected to conclude in 2016. The New Modesto Courthouse is scheduled for completion in 2019. The development of the new courthouse raises important questions about the future of the existing courthouse at the 800 block of 11th Street. This courthouse building block is currently owned by the State of California, and the County owns the downtown jail and courthouse grounds. With a new courthouse, the existing courthouse site can be redeveloped. Once Unit 2 at the PSC is operational and if sufficient holding capacity is provided in the new courthouse, the downtown jail can be torn down and the entire site redeveloped. The New Modesto Courthouse project presents a tremendous opportunity to eliminate the obsolete downtown men's jail facility.

DISCUSSION

The existing courthouse/jail block occupies a prominent location and is a very important part of downtown Modesto. When the New Modesto Courthouse is completed and occupied in 2019, the old one will no longer be needed. The State website indicates that upon completion of the new courthouse, the “lease will be terminated” at the existing courthouse. This will leave downtown Modesto with a very large vacant building.

As early as 1988 when the initial facilities Needs Assessment was done that created the Public Safety Center, the County has anticipated closing the downtown jail. County leaders expressed differing views to the SCCGJ regarding the future of the downtown jail because it is unclear whether the State will provide sufficient holding capacity for prisoners awaiting court proceedings. The Sheriff was very clear to members of the SCCGJ that the County would be required to maintain a holding facility at the Downtown Men’s Jail if the State failed to provide adequate holding capacity at the new courthouse. The DA also expressed concerns to the SCCGJ regarding the safety of staff and clients walking past a holding facility at the Men’s Jail to the new county courthouse location. The SCCGJ believes it would be very unfortunate if the County were forced to maintain a holding facility at the existing Downtown Men’s Jail location because the State failed to provide sufficient holding capacity in the new courthouse.

FINDINGS

- F10. The construction of the New Modesto Courthouse and the development of the PCS raise significant questions concerning the future use/reuse of the downtown block containing the existing Courthouse and Downtown Men’s Jail.
- F11. The transportation of offenders from the existing Downtown Men’s Jail to the New Modesto Courthouse would pose logistical, financial, and public safety challenges.
- F12. It is imperative that the New Modesto Courthouse contain adequate holding facilities for detainees awaiting court proceedings.
- F13. Consistent with the original goals of the development of the PSC, the opportunity will never be better to eliminate the outdated facilities at the Downtown Men’s Jail once the new courthouse is completed.
- F14. The 800 block of 11th Street will need to be redeveloped once the new courthouse is completed.

RECOMMENDATIONS

- R10. The City of Modesto and Stanislaus County should begin immediate negotiations with the State of California to gain control of the old courthouse property by the time the new courthouse is completed and operational.
- R11. The City of Modesto, Stanislaus County Board of Supervisors, and the Stanislaus County Sheriff, should vigorously advocate in these early planning and design stages that the State of California provide adequate holding facilities in the New Modesto Courthouse.
- R12. See R11

R13. See R14

R14. Prior to the opening of the New Modesto Courthouse in 2019, the City of Modesto and Stanislaus County, with considerable public participation, should partner to develop a comprehensive plan for the reuse and redevelopment of the old courthouse and Downtown Men's Jail.

REQUEST FOR RESPONSES

Pursuant to California Penal Code section 933.05, the SCCGJ requests responses.

From the following individuals:

- Stanislaus County Sheriff
- Stanislaus County Chief Operations Officer

From the following governing bodies/entities:

- Stanislaus County Board of Supervisors
- Modesto City Council

INVITED RESPONSES

Though not required by California Penal Code Section 933.05, the SCCGJ would welcome responses from the following:

- Stanislaus County District Attorney
- Stanislaus County Public Defender

APPENDIX A

Community Corrections Partnership Spending Plan Fiscal Year 2011-2012 (Phase I)

Sheriff's Department:

Staffing and Operational Services	\$2,325,000
State Parolee Bed Reimbursement	375,000
Equipment expenses (one-time start-up costs)	212,000
10% Administrative Overhead	<u>291,200</u>
Total Sheriff's Department Budget Phase I	\$3,203,200

Probation Department:

Staffing and Operational Services	\$2,032,000
Equipment expenses (One-time start-up costs)	212,000
10% Administrative Overhead	<u>224,400</u>
Total Probation Department Budget Phase I	\$2,468,400

Integrated Forensics Team Expansion \$244,485

Regional Apprehension Task Force \$100,000

CCP Planning \$150,000

Total Phase I Budget **\$6,166,085**

Available Phase I Funding \$6,584,825

Assigned Fund Balance \$418,740

**Community Corrections Partnership Spending Plan
Fiscal Year 2012-2013 (Phase II)**

Sheriff's Department:

Staffing and Operational Costs	\$6,000,000
Programming and Services Costs	<u>\$826,500</u>
Total Sheriff's Department Budget Phase II	\$6,826,500

Probation Department:

Staffing and Operational Costs	\$2,881,118
Programming and Services Costs	<u>681,714</u>
Total Probation Department Budget Phase II	\$3,562,832

Integrated Forensics Team and Mental Health Expansion

BHRS Staffing and Operational Costs	\$1,445,344
CSA Staffing	<u>132,904</u>
Total IFT and Mental Health Expansion	\$1,578,248

Regional Apprehension Task Force \$100,000

Temporary Day Reporting Facility Modular Building \$1,000,000

Second Chances California \$85,750

CCP Planning \$150,000

Total Phase II Budget **\$13,303,330**

Available Phase II Funding \$15,482,923

Assigned Fund Balance \$2,179,593

**Community Corrections Partnership Spending Plan
Fiscal Year 2013-2014 (Phase III)**

Sheriff's Department:

Staffing and Operational Costs	\$7,710,600
Programming and Services Costs	244,000
Total Sheriff's Department Budget Phase III	\$7,954,600

Probation Department:

Staffing and Operational Costs	\$3,517,337
Programming and Services Costs	585,438
Total Probation Department Budget Phase III	\$4,102,775

Integrated Forensics Team Expansion

BHRS Staffing and Operational Costs	\$1,870,442
CSA Staffing	132,000
Total IFT and Mental Health Expansion	\$2,002,442

Chief Executive Office – Jail Medical Contract

\$500,000

District Attorney

\$367,000

Public Defender

\$200,000

Indigent Defense Fund

\$90,000

Regional Apprehension Task Force

\$100,000

Second Chances California

\$87,750

AB 900 Staffing and Programs

\$3,000,000

Nirvana Drug and Alcohol Institute

\$45,000

El Concilio

\$150,000

CCP Planning

\$150,000

Total Phase III Budget

\$18,749,567

FY 2013-2014 Allocation

\$14,509,023

FY 2013-2014 Planning Funding

150,000

FY 2012-2013 Anticipated Carryover

4,400,000

Total Available Phase III Funding

\$19,059,023

Anticipated Reserve/Contingency

\$309,456

**Community Corrections Partnership Spending Plan
Fiscal Year 2014-2015 (Phase IV)**

Sheriff's Department:

Staffing and Operational Costs	\$8,878,218
Programming and Services Costs	<u>319,600</u>
Total Sheriff's Department Budget Phase IV	\$8,197,818

Probation Department:

Staffing and Operational Costs	\$3,554,763
Programming and Services Costs	<u>529,500</u>
Total Probation Department Budget Phase IV	\$4,168,263

Integrated Forensics Team Expansion

BHRS Staffing and Operational Costs	\$2,078,197
CSA Staffing	<u>132,000</u>
Total IFT and Mental Health Expansion	\$2,210,197

Chief Executive Office – Jail Medical Contract

\$500,000

District Attorney

\$412,291

Public Defender

\$200,000

Indigent Defense Fund

\$90,000

Regional Apprehension Task Force

\$100,000

Nirvana Drug and Alcohol Institute

\$45,000

El Concilio

\$150,000

CCP Planning

\$150,000

Total Phase IV Budget

\$16,223,569

FY 2014-2015 Anticipated Phase IV Allocation

\$14,427,383

FY 2014-2015 Planning Funding

150,000

FY 2012-2013 Growth Funding

1,646,186

Total Available Phase IV Funding

\$16,223,569

AB 900 Phase II Public Safety Center Expansion

\$1,000,000

Anticipated Reserve/Contingency

800,000

Total Fund Balance

\$1,800,000

August 24, 2015

Honorable Marie Sovey Silveira
Presiding Judge of the Superior Court
P.O. Box 3488
Modesto, CA 95353

Dear Honorable Silveira:

RE: Response to the Stanislaus County Civil Grand Jury's Letter dated June 17, 2015.

This letter is in response to the correspondence received of the following section of the Civil Grand Jury final report:

- 15-16 GJ – Local Effect of Prison Realignment (AB 109) and Proposition 47

City staff has reviewed the referred sections of the Civil Grand Jury final report and presented its findings and recommendations to the Hughson City Council on August 24, 2015 regarding the two areas requiring formal responses: 1) California Assembly Bill 109 and 2) California Proposition 47. The following is the Hughson City Council's response based on this analysis and submitted as required to the Civil Grand Jury's Findings (F) and Recommendations (R).

California Assembly Bill 109

F1 AB 109 has affected County Sheriff and Probation Departments most, and there have been some effects to other County departments.

R1 None

F2 The State provides funding for the implementation of AB 109 through a formula that has been developed and amended several times since AB 109 passed.

R2 The Stanislaus County Sheriff and Chief Probation Officer should continue to be active, both individually and through their statewide organizations, to ensure that Stanislaus County receives its fair share of funding for the implementation of AB 109.

F3 The Community Corrections Partnership, particularly the CCP Executive Committee, is responsible to allocate the funds provided by the State for the implementation of AB 109.

R3 None

F4 The CCP meetings are public, but are not widely publicized, and the current location of the CCP meetings would not be able to accommodate a large number of public participants.

R4 The CCP should develop strategies to increase public awareness of its mission and to encourage more public participation at meetings.

F5 AB 109 may have some effects to local public safety in the County, which may be compounded by budget cuts that have occurred to law enforcement agencies.

R5 The Stanislaus County Board of Supervisors and the City Councils of all nine incorporated cities within the County should take action to restore budgets and expand police services, particularly community-oriented and problem-oriented policing, to respond to potential challenges of AB 109.

City Response:

F1-F4 and R1-R4 are directed at other local Stanislaus County agencies and the City of Hughson defers to them for an appropriate response.

The City of Hughson generally agrees with F5 and R5. The City of Hughson relies on an executed agreement with the Stanislaus County Sheriff's Department for the provision of law enforcement services. This agreement has been in place since September 1, 2001. In the past five years, the annual actual costs (and staffing level) associated with the law enforcement agreement have maintained at just under \$1,000,000 increasing slightly each year. The City of Hughson and Hughson Police Services (Stanislaus Sheriff's Department) have addressed local public safety needs by working closely with the community, local businesses, and partner agencies to maintain a very low crime rate. As additional public safety needs arise in the City of Hughson, the City Council will have the opportunity to allocate resources accordingly.

California Proposition 47

F6 Proposition 47 has resulted in impacts to all levels of the County's criminal justice system, but it is difficult to quantify these impacts in the short term, and the long term impacts are unknown.

R6 None

F7 Proposition 47, combined with the budget reductions to local law enforcement agencies, may result in an increase in property crimes throughout the county.

R7 The Stanislaus County Board of Supervisors and the City Councils of all nine incorporated cities within the County should take action to restore budgets and expand police services, particularly community-oriented and problem-oriented policing, to respond to the current and future challenges of Proposition 47.

F8 The passage of Proposition 47 has resulted in significant unintended consequences. These include crippling Drug Court, creating holes in the State DNA database, and the reclassifying of some gun crimes.

R8 See R9.

F9 There have been attempts to create legislative solutions to some of the consequences of Proposition 47, but they are yet to be successful.

R9 The criminal justice leaders of Stanislaus County should continue to be active, both individually and through their professional organizations, in California's legislative challenges to salvage the unintended consequences of Proposition 47.

City Response:

F6, F8-F9 and R6, R8-R9 are directed at other local Stanislaus County agencies and the City of Hughson defers to them for an appropriate response.

The City of Hughson generally agrees with F7 and R7. The City of Hughson relies on an executed agreement with the Stanislaus County Sheriff's Department for the provision of law enforcement services. This agreement has been in place since September 1, 2001. In the past five years, the annual actual costs (and staffing level) associated with the law enforcement agreement have maintained at just under \$1,000,000 increasing slightly each year. The City of Hughson and Hughson Police Services (Stanislaus Sheriff's Department) have addressed local public safety needs by working closely with the community, local businesses, and partner agencies to maintain a very low crime rate. As additional public safety needs arise in the City of Hughson, the City Council will have the opportunity to allocate resources accordingly.

Should you have any questions regarding this correspondence, please feel free to contact me directly.

Respectfully submitted,

Matt Beekman
Mayor
City of Hughson



CITY OF HUGHSON AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: August 24, 2015
Subject: Approval to Refurbish the Stadium Lighting at Lebright Fields for Evening Use
Presented By: Sam Rush, Public Works Superintendent
Enclosures: Layman Electric Inc. Proposal for Improvements

Approved: _____

Staff Recommendation:

Approve the contractor (Layman Electric Inc.) to refurbish the existing stadium lighting system at Lebright Fields for evening use by various organizations.

Background and Overview:

City staff has been task with acquiring prices for refurbishing of the stadium lighting at Lebright Fields to enable various organizations to use the fields in the evening and specifically by Hughson Youth Football and Cheer this season.

Layman Electric Inc. proposes the replacement of all the bulbs (75), fuses, and (1) 200-amp Nema 3R electrical disconnect panel. This will also include all labor and rental of the high lift 125' boom necessary for this project.

The contractor will also be able at this time to prepare a more exact list of necessary repairs for future consideration.

Fiscal Impact:

The total fiscal impact for these repairs is \$5,740 to be paid from existing parks and recreation funds. This is for labor and equipment and material for the repairs of the lighting. It does not account for replacing any fixtures. City staff will determine if a budget adjustment is necessary during the Final Budget process for this unanticipated expense when the Preliminary Budget was approved.



1628 CULPEPPER AVE. Suite A MODESTO CA 95351 tel (209) 522-2244 fax (209) 522-3259
Contractors Lic.#468307, DIR Public Works Reg# 1000015751

PROPOSAL / CONTRACT

July 23, 2015

Attn: Sam Rush

JOB: Lighting ball field

SCOPE:

- Re-lamp 75 existing fixtures with quartz style lamps.
- Provide 125Ft. boom lift.

PRICE\$4,975.00

Specifications / Conditions: Eight hour work days. Non-Prevailing Wage. No Permits. Additional price should a Performance and / or Payment Bond be required. Proposal valid for 30 days. No retention.

Acceptance of Contract: The above prices, specifications, and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payment shall be made within thirty days of invoice.

By: Denis Adkins
Layman Electric, Inc.

Date: 7-23-15

By: _____
Customer Signature

Date: _____



1628 CULPEPPER AVE. Suite A MODESTO CA 95351 tel (209) 522-2244 fax (209) 522-3259
Contractors Lic.#468307, DIR Public Works Reg# 1000015751

PROPOSAL / CONTRACT

July 23, 2015

Attn: Sam Rush

JOB: 200 amp disconnect on back board.

SCOPE:

- **Provide and install 200 amp nema 3R disconnect on back board at the ball field.**

PRICE\$765.00

Specifications / Conditions: Eight hour work days. Non-Prevailing Wage. No Permits. Additional price should a Performance and / or Payment Bond be required. Proposal valid for 30 days. No retention.

Acceptance of Contract: The above prices, specifications, and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payment shall be made within thirty days of invoice.

By: _____
Layman Electric, Inc.

Date: _____

By: _____
Customer Signature

Date: _____