



CITY OF HUGHSON
CITY COUNCIL MEETING
HUGHSON SENIOR COMMUNITY CENTER
(YOUTUBE LIVE)
2307 4TH Street, Hughson, CA

AGENDA
MONDAY, MAY 24, 2021 – 7:00 P.M.

SPECIAL NOTICE
Coronavirus COVID-19

MEMBERS OF THE PUBLIC MAY REMOTELY OBSERVE THE MEETING VIA YOUTUBE LIVE. THIS MEETING WILL NOT INCLUDE IN PERSON PUBLIC ATTENDANCE.

This meeting will be held in accordance with the Governor's Stay at Home Executive Order N-33-20 and will not include in person public attendance. Members of the public may observe the meeting and provide comments to the Council as described below.

How to observe/participate in the Meeting:

- You can observe the meeting via YouTube live, by accessing this link:

https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber

- In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link: <http://hughson.org/our-government/city-council/#council-agenda>

How to submit Public Comment:

- Email will be available prior to 6:00 PM on May 24, 2021, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email agose@hughson.org. Written comment will be distributed to the City Council and kept on file as part of official record of the Council meeting.
- Verbal comment will be available via telephone. If you would like to provide verbal comment, please send a request to agose@hughson.org, by 6:00 PM on May 24, 2021. Please be advised that you will need to provide a call back number, which will be used to contact you during the Council meeting.

CALL TO ORDER: Mayor George Carr

ROLL CALL: Mayor George Carr
Mayor Pro Tem Harold Hill
Councilmember Ramon Bawanan
Councilmember Samuel Rush
Councilmember Michael Buck

FLAG SALUTE: Mayor George Carr

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.

3.1: Approve the Minutes of the Regular Meeting of May 10, 2021.

3.2: Approve the Warrants Register.

3.3: Approve the Fiscal Year 2021-2022 Memorandum of Understanding between the City of Hughson and Opportunity Stanislaus.

3.4 Adopt Resolution No. 2021-13, Approving the Agreement Extending and Amending 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: Approve to Advertise the Position of City Treasurer.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

6.1: Adopt Resolution No. 2021-14, Approving the Professional Service Agreement with DeNovo Planning Group for Preparation of the General Plan Update.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

Deputy City Clerk:

Community Development Director:

Director of Finance and Administrative Services:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of Case: Building Industry Association of the Greater Valley vs. City of Hughson et. al, Case No. CV-21-000815, Superior Court of California, County of Stanislaus.

ADJOURNMENT:

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.

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).

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.

UPCOMING EVENTS:

May 31	▪ Memorial Day – City Hall Closed
May 31	▪ Memorial Day Service, Lakewood Memorial Park & Funeral Home, 1:00 PM
June 8	▪ Parks, Recreation and Entertainment Commission Meeting, YouTube Live Stream, 6:00 PM Tentative
June 14	▪ Budget and Finance Subcommittee Meeting, City Council Chambers, 4:00 PM

June 14	▪ City Council Meeting, YouTube Live Stream, 7:00 PM
June 15	▪ Planning Commission Meeting, YouTube Live Stream, 6:00 PM Tentative
June 28	▪ City Council Meeting, YouTube Live Stream, 7:00 PM

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.

AFFIDAVIT OF POSTING

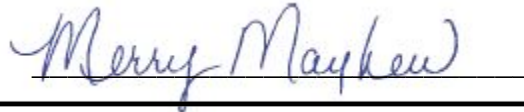
DATE: May 20, 2021 **TIME:** 3:00 PM
NAME: Ashton Gose **TITLE:** Deputy City Clerk



CITY COUNCIL AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR

Meeting Date: May 24, 2021
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Deputy City Clerk

Approved By:



Staff Recommendation:

Approve the Minutes of the Regular Meeting of May 10, 2021.

Background and Overview:

The draft minutes of the May 10, 2021 meeting are prepared for the Council's review.



**CITY OF HUGHSON
CITY COUNCIL MEETING
SENIOR COMMUNITY CENTER
(YOUTUBE LIVE STREAM)
2307 4TH STREET, HUGHSON, CA**

**MINUTES
MONDAY, MAY 10, 2021 – 7:00 P.M.**

**SPECIAL NOTICE
Coronavirus COVID-19**

THIS MEETING WAS HELD REMOTELY WITHOUT IN PERSON PUBLIC ATTENDANCE IN ACCORDANCE WITH THE GOVERNOR'S STAY AT HOME EXECUTIVE ORDER N-33-20.

CALL TO ORDER: Mayor Pro Tem Hill

ROLL CALL:

Present: Mayor Pro Tem Harold Hill
Councilmember Ramon Bawanan
Councilmember Samuel Rush
Councilmember Michael Buck

Absent: Mayor George Carr

Staff Present: Merry Mayhew, City Manager
Ashton Gose, Deputy City Clerk
Daniel Schroeder, City Attorney
Anna Nicholas, Director of Finance and Admin Services
Jose Vasquez, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent
Sam Luna, Maintenance Worker II
Alexander Swanton, Water Treatment Distribution Operator I
Fidel Landeros, Chief of Police
Renee Warnock, Legal Clerk III
Sanjay Prasad, Sheriff's Deputy
Peter Rodriguez, Sheriff's Deputy

INVOCATION: Pastor Ernie Spears

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

NONE.

2. PRESENTATIONS:

2.1: Proclaim May 16-22, 2021, as National Public Works Week.

Mayor Pro Tem presented a proclamation to Hughson Public Works staff Sam Luna, and Alexander Swanton.

2.2: Proclaim May 9-15, 2021, as National Police Week.

Mayor Pro Tem presented a proclamation to Chief Fidel Landeros, Deputy Sanjay Prasad, Deputy Peter Rodriguez, and Legal Clerk Renee Warnock

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 April 26, 2021.

3.2: Approve the Warrants Register.

3.3: Adopt Resolution No. 2021-09, Approving the Professional Services Agreement with Condor Earth Technologies, Inc. for Supportive Services for the City's Wastewater Treatment Plant.

3.4: Adopt Resolution No. 2021-10, Awarding the Walker Lane Improvement Project to Responsible Low Bidder McFaddon Construction, Inc., in the Amount of \$254,845 and Authorizing a 10% Construction Contingency as well as a 10% Set-aside for Construction Testing and Inspections and Authorizing the City Manager to Execute the Final Construction Contract.

3.5: Adopt Resolution No. 2021-11, Approving the First Amendment to Professional Services Agreement with CSG Consultants for Contract Plan Review and Building Inspection Services.

3.6: Adopt Resolution No. 2021-12, Supporting the Approval of the Fiscal Year 2021-2022 Community Development Block Grant (CDBG) Annual Action Plan (AAP).

HILL/BUCK 4-0-0-1 motion passes to approve the consent calendar as presented, with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	ABSENT

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

6.1: Agreement with the Sheriff's Department to Lease Two Automated License Plate Reader Cameras.

Chief Fidel Landeros and Sarah Sevier, with IntelliSite, presented the staff report on this item.

No action was taken.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Manager Mayhew expressed her appreciation for Hughson Police Services and the Hughson Public Works staff. She provided an update regarding a COVID-19 Vaccine Clinic that was held at the Senior Community Center on May 10, 2021. She provided information regarding a Memorial Day Service being held at Lakewood Memorial Park and Funeral Home on May 31, 2021.

Deputy City Clerk:

Deputy City Clerk Gose expressed her appreciation for the Hughson Public Works staff.

Director of Finance and Administrative Services:

Director Nicholas expressed her appreciation for Hughson Police Services and the Hughson Public Works staff.

Police Services:

Chief Landeros provided the City Council with the latest Crime Statistic Report.

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

Councilmember Bawanan attended the Hughson Unified School District State of the District on April 27, 2021. He attended a retirement party for former City employee Lisa Whiteside on April 30, 2021. He attended a Chamber Board of Directors meeting and a Joint 2+2 City/School/Fire Committee meeting on May 10, 2021. He expressed his appreciation for the Hughson Public Works staff, and Hughson Police Services. He requested public outreach for SB 1383 Organic Waste Regulations.

Councilmember Buck expressed his appreciation for the Hughson Public Works staff, and Hughson Police Services. He attended a Joint 2+2 City/School/Fire Committee meeting on May 10, 2021.

Councilmember Rush expressed his appreciation for the Hughson Public Works staff, and Hughson Police Services. He announced that he would like to donate to the Hughson Public Works staff, and Hughson Police Services, for a celebratory meal.

Mayor Pro Tem Hill attended a Stanislaus County Disaster Council meeting on April 28, 2021. He attended a Joint 2+2 City/School/Fire Committee meeting on May 10, 2021.

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

NONE.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of Case: Building Industry Association of the Greater Valley vs. City of Hughson et. al, Case No. CV-21-000815, Superior Court of California, County of Stanislaus.

9.2: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Merry Mayhew, City Manager
Employee Organization: Operating Engineers Local Union 3.

No closed session.

ADJOURNMENT:

BUCK/RUSH 4-0-0-1 motion passes to adjourn the regular meeting of May 10, 2021 at 8:11 PM with the following roll call vote:

BAWANAN	RUSH	BUCK	HILL	CARR
AYE	AYE	AYE	AYE	ABSENT

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk



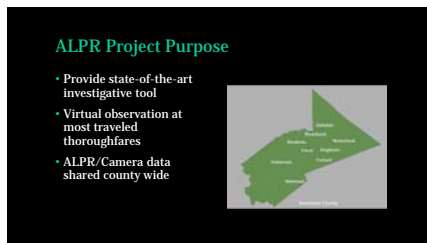
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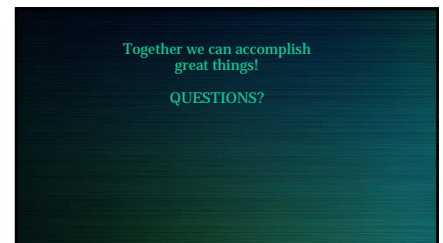
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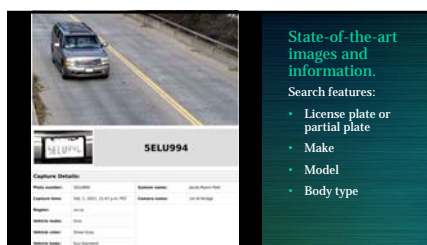
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CITY COUNCIL AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: May 24, 2021
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Anna Nicholas, Director of Finance

Approved By: Merry Mayhew

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 May 4, 2021 through May 17, 2021.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 05/04/2021 - 05/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Payable Bank-Payable Bank						
00463	EXPRESS PERSONNEL SERVICE	05/05/2021	Regular	0.00	1,702.40	53972
25321363	Invoice	04/21/2021	Extra Help- PW	0.00	1,702.40	
00464	EZ NETWORK SOLUTIONS	05/05/2021	Regular	0.00	4,726.04	53973
39692	Invoice	04/30/2021	IT SERVICES	0.00	503.29	
TS39768	Invoice	05/01/2021	IT SERVICES	0.00	4,222.75	
01539	Gateway Pacific Contractors, Inc.	05/05/2021	Regular	0.00	-335,222.70	53974
01539	Gateway Pacific Contractors, Inc.	05/05/2021	Regular	0.00	335,222.70	53974
INV0005101	Invoice	04/07/2021	Well 7 Replacement Phase IV	0.00	335,222.70	
01539	Gateway Pacific Contractors, Inc.	05/05/2021	Regular	0.00	46,805.80	53975
INV0005102	Invoice	04/07/2021	Well 7 Phase IV- RETENTION	0.00	46,805.80	
01539	Gateway Pacific Contractors, Inc.	05/05/2021	Regular	0.00	-46,805.80	53975
00528	GILTON SOLID WASTE MANAGE	05/05/2021	Regular	0.00	37,935.37	53976
HUGHSS-057	Invoice	04/30/2021	STREET SWEEPING-April	0.00	1,848.84	
INV0005103	Invoice	04/30/2021	GARBAGE SERVICE- April	0.00	36,086.53	
01322	GOSE, ASHTON	05/05/2021	Regular	0.00	209.07	53977
INV0005099	Invoice	05/04/2021	Employee Retirement Supplies	0.00	209.07	
00879	PG & E	05/05/2021	Regular	0.00	189.36	53978
INV0005100	Invoice	04/27/2021	UTILITIES	0.00	189.36	
00931	RAY A. MORGAN COMPANY	05/05/2021	Regular	0.00	623.72	53979
29208622	Invoice	04/26/2021	LEASE	0.00	623.72	
00944	RESCUE ENGINEERS, INC	05/05/2021	Regular	0.00	49,043.75	53980
1395.3	Invoice	02/17/2021	Well 7 Replacement Phase III	0.00	49,043.75	
01089	SUTTER GOULD MEDICAL FOUN	05/05/2021	Regular	0.00	173.00	53981
987818823-29	Invoice	04/13/2021	Occupational Health- A. Swanton	0.00	173.00	
01144	TROPHY WORKS	05/05/2021	Regular	0.00	16.18	53982
908096	Invoice	04/26/2021	Parks & Rec Commissioner- Combs	0.00	16.18	
00323	COCO'S TAQUERIA	05/13/2021	Regular	0.00	104.20	53983
#33	Invoice	05/12/2021	Mayors Meeting	0.00	104.20	
00005	A&A PORTABLES, INC	05/13/2021	Regular	0.00	80.78	53994
114-11918676	Invoice	04/30/2021	Well 7 Fence	0.00	80.78	
00016	ABS PRESORT	05/13/2021	Regular	0.00	1,334.08	53995
127010	Invoice	05/06/2021	BILL PRINTING- MAY	0.00	1,334.08	
01603	Amazon Capital Services, Inc.	05/13/2021	Regular	0.00	2,169.80	53996
147V-DXH4-JCWG	Invoice	05/08/2021	Business Prime Essentials- Membership Fee	0.00	193.10	
1C1C-F9JV-344L	Invoice	05/10/2021	plastic hinges and vinyl for city hall	0.00	45.77	
1JVF-JDD3-HFJM	Invoice	05/07/2021	Rug for Senior Center	0.00	86.29	
1NCP-6QHK-1PQT	Invoice	05/07/2021	truck lights	0.00	1,844.64	
00104	AYERA TECHNOLOGIES INC.	05/13/2021	Regular	0.00	84.00	53997
277569	Invoice	05/01/2021	Blanket PO	0.00	84.00	
00109	BADGER METER, INC	05/13/2021	Regular	0.00	424.86	53998
80071782	Invoice	05/07/2021	water service fee Badger	0.00	424.86	

Check Report

Date Range: 05/04/2021 - 05/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00190	CABRAL'S WELDING	05/13/2021	Regular	0.00	285.00	53999
5473	Invoice	05/07/2021	tank repair on vacon truck	0.00	285.00	
00196	CALAVERAS MATERIALS, INC.	05/13/2021	Regular	0.00	563.39	54000
2235062, 2236944	Invoice	05/07/2021	Asphalt	0.00	563.39	
00210	California Building Standards Commission	05/13/2021	Regular	0.00	540.90	54001
INV0005185	Invoice	05/12/2021	Green Fees (March 2020-March 2021)	0.00	540.90	
00284	CHARTER COMMUNICATION	05/13/2021	Regular	0.00	234.07	54002
0013555050121	Invoice	05/01/2021	IP ADDRESS- PINE ST	0.00	234.07	
00305	CITY OF HUGHSON	05/13/2021	Regular	0.00	4,672.44	54003
INV0005189	Invoice	05/01/2021	LLDS & STARN PARK	0.00	4,672.44	
01601	Colantuono, Highsmith & Whatley, PC	05/13/2021	Regular	0.00	2,340.00	54004
47583	Invoice	05/06/2021	Professional Service	0.00	2,340.00	
00344	COOPER CONTROLS, INC.	05/13/2021	Regular	0.00	1,812.00	54005
104343	Invoice	05/07/2021	calibrations	0.00	1,812.00	
00406	Department of Conservation	05/13/2021	Regular	0.00	2,250.02	54006
INV0005186	Invoice	03/31/2021	SMIP Fees Jan-Mar 2021	0.00	2,250.02	
00463	EXPRESS PERSONNEL SERVICE	05/13/2021	Regular	0.00	1,361.92	54007
25358073	Invoice	04/28/2021	Extra Help- PW	0.00	1,361.92	
01539	Gateway Pacific Contractors, Inc.	05/13/2021	Regular	0.00	335,222.70	54008
INV0005101	Invoice	04/07/2021	Well 7 Replacement Phase IV	0.00	335,222.70	
01539	Gateway Pacific Contractors, Inc.	05/13/2021	Regular	0.00	17,643.30	54009
INV0005183	Invoice	04/07/2021	Well 7 Replacement Phase IV (Retention 2)	0.00	17,643.30	
00527	GIBBS MAINTENANCE CO	05/13/2021	Regular	0.00	425.00	54010
8824	Invoice	04/30/2021	Janitor Services	0.00	425.00	
00546	GRANITE TELECOMMUNICATION	05/13/2021	Regular	0.00	1,451.97	54011
520750689	Invoice	04/30/2021	PHONES	0.00	1,451.97	
00565	HAMPTON'S AUTOBODY & RESO	05/13/2021	Regular	0.00	4,884.77	54012
WO#5860	Invoice	05/07/2021	pw11 repair (chevy truck)	0.00	4,884.77	
00614	HUGHSON FARM SUPPLY	05/13/2021	Regular	0.00	5,009.84	54013
H374439	Invoice	04/01/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	48.48	
H375069	Invoice	05/11/2021	Blanket PO	0.00	115.33	
H375158	Invoice	04/06/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	29.31	
H375409	Invoice	04/08/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	6.45	
H375422	Invoice	04/08/2021	Blanket PO	0.00	13.97	
H375457	Invoice	04/08/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	15.63	
H375463	Invoice	04/08/2021	Blanket PO	0.00	3.87	
H375531	Invoice	04/09/2021	Blanket PO	0.00	63.43	
H376026	Invoice	04/13/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	19.40	
H376184	Invoice	04/14/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	42.79	
H376344	Invoice	04/15/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	12.93	
H376345	Invoice	04/15/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	90.58	
H376432	Invoice	04/15/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	31.27	
H376546	Invoice	04/16/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	45.68	
H376641	Invoice	04/16/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	15.72	
H376879	Invoice	04/19/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	0.82	
H376881	Invoice	04/19/2021	Blanket PO	0.00	21.53	
H377034	Invoice	04/20/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	21.55	
H377191	Invoice	04/21/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	114.32	
H377192	Invoice	05/07/2021	small tools for streets	0.00	475.65	
H377193	Invoice	04/21/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	287.98	

Check Report

Date Range: 05/04/2021 - 05/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
H377332	Invoice	04/22/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	168.22	
H377386	Invoice	04/22/2021	Blanket PO	0.00	130.83	
H377503	Invoice	04/23/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	26.80	
H377749	Invoice	04/26/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	41.72	
H378154	Invoice	05/07/2021	blower and hand tamper repair	0.00	310.79	
H378222	Invoice	04/29/2021	BLANKET P.O. HUGHSON FARM SUPPLY	0.00	103.45	
H378401	Invoice	04/30/2021	Blanket PO	0.00	16.17	
S109098-01	Invoice	05/07/2021	stihl equipment	0.00	2,055.57	
S109108-01	Invoice	05/07/2021	Honda lawn mower	0.00	679.60	
00627	HUGHSON NAPA AUTO & TRUCK	05/13/2021	Regular	0.00	781.16	54014
308004	Invoice	04/01/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	17.22	
308407	Invoice	04/07/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	10.14	
308429	Invoice	04/07/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	6.08	
308566	Invoice	04/08/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	10.58	
308790	Invoice	04/12/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	2.03	
309018	Invoice	04/14/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	443.77	
309186	Invoice	04/16/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	65.23	
309191	Invoice	04/16/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	17.36	
309416	Invoice	04/19/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	10.24	
309809	Invoice	04/23/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	51.15	
309923	Invoice	04/26/2021	BLANKET P.O. NAPA AUTO PARTS	0.00	147.36	
01398	Jose Vasquez	05/13/2021	Regular	0.00	172.50	54015
INV0005184	Invoice	05/12/2021	Safety Book	0.00	172.50	
01606	McClatchy Company LLC	05/13/2021	Regular	0.00	480.35	54016
19613	Invoice	04/30/2021	MOD Recruitment- Accounting Manager	0.00	480.35	
00755	MCR ENGINEERING, INC	05/13/2021	Regular	0.00	54,093.50	54017
15949	Invoice	03/31/2021	Well 7 Site Improvements	0.00	21,321.75	
16040	Invoice	04/28/2021	Well 7 Site Improvements	0.00	32,771.75	
00775	MISSION UNIFORM SERVICE	05/13/2021	Regular	0.00	553.19	54018
514503687	Invoice	04/05/2021	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
514503688	Invoice	04/05/2021	MISSION LINEN UNIFORM SERVICE	0.00	118.24	
514551135	Invoice	04/12/2021	MISSION LINEN UNIFORM SERVICE	0.00	94.57	
514551137	Invoice	04/12/2021	MISSION LINEN UNIFORM SERVICE	0.00	61.54	
514592698	Invoice	04/19/2021	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
514592699	Invoice	04/19/2021	MISSION LINEN UNIFORM SERVICE	0.00	56.54	
514633814	Invoice	04/26/2021	MISSION LINEN UNIFORM SERVICE	0.00	47.42	
514633816	Invoice	04/26/2021	MISSION LINEN UNIFORM SERVICE	0.00	100.04	
00822	NESTLE WATERS	05/13/2021	Regular	0.00	72.82	54019
11D0025664277	Invoice	05/07/2021	waters	0.00	72.82	
01435	North Valley Labor Compliance Services	05/13/2021	Regular	0.00	562.50	54020
4707	Invoice	04/30/2021	Well 7 Phase II	0.00	562.50	
00837	NORTHSTAR CHEMICAL	05/13/2021	Regular	0.00	1,444.41	54021
192957	Invoice	05/07/2021	cl2	0.00	1,444.41	
00855	OPERATING ENGINEERS LOCAL	05/13/2021	Regular	0.00	312.00	54022
INV0005187	Invoice	05/01/2021	LOCAL UNION DUES #3	0.00	312.00	
00914	QUICK N SAVE	05/13/2021	Regular	0.00	234.87	54023
1019623	Invoice	04/27/2021	BLANKET P.O. QUICK N SAVE	0.00	234.87	
00972	SAFE-T-LITE	05/13/2021	Regular	0.00	84.11	54024
374624	Invoice	05/04/2021	Safety helmets	0.00	84.11	
01493	Salonen Electrical Inc dba Technical Electrical	05/13/2021	Regular	0.00	6,279.69	54025
2649	Invoice	05/07/2021	sewer repairs	0.00	5,870.07	

Check Report

Date Range: 05/04/2021 - 05/17/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2697	Invoice	05/07/2021	electrical issue at city hall (kitchen)	0.00	409.62	
01607	Scott N. Kivel	05/13/2021	Regular	0.00	2,764.00	54026
INV0005188	Invoice	05/08/2021	Legal Services	0.00	2,764.00	
01434	State of California Department of Justice	05/13/2021	Regular	0.00	32.00	54027
508857	Invoice	05/06/2021	Fingerprints- Swanton	0.00	32.00	
01069	STEELEY, JARED WATER & WA	05/13/2021	Regular	0.00	3,860.50	54028
8978	Invoice	05/07/2021	service	0.00	3,860.50	
01090	SUTTER HEALTH PLUS	05/13/2021	Regular	0.00	14,804.33	54029
1604354	Invoice	05/03/2021	MEDICAL INSURANCE- JUNE	0.00	14,804.33	
01115	THE HOME DEPOT CRC	05/13/2021	Regular	0.00	767.85	54030
7022321	Invoice	04/15/2021	Blanket PO	0.00	767.85	
01176	USA BLUE BOOK	05/13/2021	Regular	0.00	2,198.40	54031
579054	Invoice	05/07/2021	service parts	0.00	701.59	
580745	Invoice	05/07/2021	supply	0.00	251.98	
587281	Invoice	05/07/2021	Hydrant meter	0.00	1,244.83	
01193	VISTA PAINT	05/13/2021	Regular	0.00	385.82	54032
2021-962372-00	Invoice	05/07/2021	street paint	0.00	385.82	
01582	Vortex Industries Inc.	05/13/2021	Regular	0.00	14,905.20	54033
41-1472573-	Invoice	02/15/2021	Sliding Door at Senior Center (Remaining Bal...	0.00	14,905.20	
00543	W.W. GRAINGER, INC.	05/13/2021	Regular	0.00	128.29	54034
9880029658	Invoice	05/07/2021	service parts	0.00	128.29	
01206	WARDEN'S OFFICE	05/13/2021	Regular	0.00	33.14	54035
2054715-0	Invoice	05/06/2021	Interview Supplies	0.00	33.14	

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	54	0.00	964,493.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-382,028.50
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	109	56	0.00	582,464.56

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	54	0.00	964,493.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-382,028.50
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	109	56	0.00	582,464.56

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	5/2021	582,464.56
			582,464.56



Hughson

Refund Check Register

Refund Check Detail

UBPKT01694 - Refunds 01 UBPKT01692 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-1610-002	Properties, Steven Parks / Goat	5/13/2021	53984	292.10			292.10	Generated From Billing
12-1510-003	Brooks, Annalisa	5/13/2021	53985	25.33			25.33	Deposit
13-0165-002	Tejeda, Sergio	5/13/2021	53986	64.77			64.77	Generated From Billing
13-0830-001	ILLE, REX	5/13/2021	53987	30.94			30.94	Deposit
13-2080-003	HEDRICK, LORI	5/13/2021	53988	7.36			7.36	Deposit
13-2790-003	REVUELTA, GUADALUPE	5/13/2021	53989	36.82			36.82	Deposit
15-2210-001	POWER, JENNY	5/13/2021	53990	89.40			89.40	Deposit
15-2710-001	HICKERSON, GAYLE	5/13/2021	53991	33.50			33.50	Generated From Billing
15-2890-001	CLARK, BURTON & SHIRLEY	5/13/2021	53992	41.38			41.38	Deposit
16-1670-004	Vaught, Rosa	5/13/2021	53993	48.74			48.74	Deposit
Total Refunds: 10				Total Refunded Amount:	670.34			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	670.34
Revenue Total:	670.34

General Ledger Distribution

Posting Date: 05/03/2021

	Account Number	Account Name	Posting Amount	IFT
Fund:	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-670.34	Yes
	510-11040	CUSTOMER CREDITS	670.34	
		510 Total:	0.00	
Fund:	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-670.34	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	670.34	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



CITY COUNCIL AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: May 24, 2021
Subject: Approval of the Fiscal Year 2021-2022 Memorandum of Understanding with Opportunity Stanislaus
Enclosures: Memorandum of Understanding
Presented By: Merry Mayhew, City Manager

Approved By: Merry Mayhew

Staff Recommendation:

Authorize the City Manager to execute the Fiscal Year 2021-2022 Memorandum of Understanding with Opportunity Stanislaus.

Background:

On July 25, 2011, the Hughson City Council approved entering into a Memorandum of Understanding (MOU) with the Stanislaus County Economic Development and Workforce Alliance (Alliance) for assistance with economic development services. A focus of the new partnership at that time was the development of a business incubation center at the City building located at 7012 Pine Street.

On September 23, 2013, the Hughson City Council approved the expansion of the City's business assistance programs and with that action authorized an amendment to the Alliance MOU for increased support through the establishment of a Small Business Development Center (SBDC) at the Hughson Business Incubation Center.

In early 2014, the Stanislaus County Economic Development and Workforce Alliance was renamed the Stanislaus Business Alliance with a renewed focus and vision.

Over the last few years, the City of Hughson has seen an increase in involvement and accessibility of Alliance staff through their facilitation of Economic Development Practitioners Meetings with City and County staff, and their technical support of the City's business attraction and development purposes. Alliance staff has assisted with the administration of the business assistance program, the incubation center and other special projects as needed.

Opportunity Stanislaus

For over a decade, Stanislaus County and its incorporated cities have worked with the Stanislaus Business Alliance, formerly the Stanislaus County Economic Development and Workforce Alliance, on a regional approach to business attraction and development.

Business Services to the City of Hughson

On October 27, 2014, through a recommendation the Economic Development Committee, the City Council approved an increase to the allocation to the then Stanislaus Business Alliance from \$2,400 to \$5,000—which included a local Small Business Development Center (SBDC) component.

Since that time, the Alliance has continued to work closely with City staff in numerous ways including direct participation at the meetings of the Economic Development Committee, providing technical assistance in gathering demographic information for the City's business attraction efforts and planning, and hosting monthly meetings with key County and City staff that focus on regional economic development strategies. The local SBDC has assisted in the development and evaluation of proposals for the City's business assistance programs. Additionally, the Hughson SBDC has also been instrumental in placing businesses in the Hughson Incubation Center—Bella Viva Orchard, Elite Medical Solutions, and MD Services Medical Credentialing. In recent years, Holtzclaw Compliance Services and Hughson Real Estate have exited the Center into permanent locations—one in the City limits of Hughson and the other just outside of Hughson. Valley Sierra SBDC partnered with the City and the Chamber, on October 12, 2020, to hold a virtual workshop on "Pivoting Your Retail Business – Becoming creative, nimble and flexible".

In addition, Opportunity Stanislaus has worked with several industrial businesses over the past year and is currently working on an Economic Development Strategic Plan for recovery from the pandemic.

Fiscal Impact:

The annual contribution of \$7,300 to Opportunity Stanislaus and Small Business Development Center will be included in the City's Fiscal Year 2021-2022 Proposed Budget.



MEMORANDUM OF UNDERSTANDING #4 BETWEEN STANISLAUS BUSINESS ALLIANCE (OPPORTUNITY STANISLAUS) AND THE CITY OF HUGHSON FOR FISCAL YEARS 2021-2022 FOR ECONOMIC DEVELOPMENT AND WORKFORCE STRATEGIES

The Stanislaus Business Alliance, hereafter referred to as Opportunity Stanislaus (OS) and the City of Hughson, (CITY) will work together on the City's proactive economic development efforts to create and preserve jobs , strengthen the City's economic base and enhance the City of Hughson's revenue base.

This Memorandum of Understanding (MOU) is to facilitate (OS) and the City of Hughson's desire to effectively communicate strategies and information with local and regional partners that will maximize their contribution toward the achievement of Hughson's economic development goals. Further, this Memorandum of Understanding establishes the parameters for a successful partnership between OS and the City of Hughson and outlines the general responsibilities to be carried out by both parties.

This MOU is intended to establish the basic tenets of a collaborative and successful working relationship between the City of Hughson and OS to create more jobs for Hughson and the region but does not impose a legal obligation on either party. Together, the City of Hughson and OS will:

1. Work together to identify target sectors for joint initiatives including, but not limited to, biotechnology, agribusiness, manufacturing, clean energy, environmental sciences, and information and communication technologies;
2. Work together to identify opportunities for strategic partnerships and alliances between private sector companies in Hughson and the Stanislaus County Region;
3. Explore opportunities for joint trade promotion and joint promotional activities related to the tourism, cultural and sports sectors;
4. Examine options for co-operative activity to facilitate development of strategic partnerships/collaborations between the jurisdictions' respective inland ports, particularly as they relate to value-added and complementary services supporting their respective business communities;

5. Examine options for co-operative activity in existing and emerging knowledge/innovation economy partnerships; and
6. Leverage collaborative efforts amongst members throughout Stanislaus County and the Region with a particular focus on trade and business development, knowledge/innovation, economy development, life sciences, biotechnology, and information technology development.

The City of Hughson and Opportunity Stanislaus recognize the benefits of ongoing, regular contact between their respective organizations to promote economic development and job creation and identify areas in which there are opportunities for joint co-operation.

The following are general actions and activities to be undertaken by Opportunity Stanislaus and by the City of Hughson in the implementation of the Countywide Economic Development Plan and Marketing Strategy first adopted on August 12, 2003 and the Alliance 2008-2013 Strategic Plan approved on November 19, 2007. Opportunity Stanislaus in conjunction with Stanislaus County and all of the cities are completing work on a 2020-2024 Strategic Plan. In January 2021, Opportunity Stanislaus successfully obtained a grant from the Economic Development Administration to pay for a countywide economic development strategic plan that would address initiatives to help recover from the COVID pandemic. Opportunity Stanislaus will roll out this plan in August 2021 and share with city officials, including the City of Hughson. In addition, OS will support the City if it decides to apply for United States Economic Development Administration (EDA) funds for a project contained in the Countywide Economic Development Plan and Marketing Strategy (CEDS) plan.

Specifically, Opportunity Stanislaus:

1. Will conduct economic development activities to encourage the development of new business opportunities, the attraction of new businesses and the retention and expansion of existing business within the City of Hughson.
2. Will continue with the Local Industry Program for the base sector employers in Hughson and will include a representative of the City on those interactive visits.
3. Will provide the City of Hughson with on-going market and economic analyses through the Opportunity Stanislaus Business Resource Center on a variety of important business sector topics based on the City of Hughson's priorities and goals. Information will be used at the City's discretion (annual budget document, Comprehensive Economic Development Strategy, as well as other reports).
4. Will coordinate collaborative visits, recruitment trips and trade show participation for attracting target businesses, primarily from the Bay Area and Silicon Valley.
5. Will support and coordinate with the City of Hughson on workforce support efforts to help Hughson employers find the workforce resources they need from the county and state.
6. Will partner with Hughson on potential industry visits by continuing to involve the City of Hughson in prospect meetings as well as participating in Trade show exhibits.

7. Will support the City of Hughson in its applications for Economic Development Administration (EDA) grant funds as well as actively participate on the Economic Development Action Committee (EDAC) and assigned responsibilities and coordination of the update to the Comprehensive Economic Development Strategy (CEDS) and other economic planning documents such as the San Joaquin Valley Economic Development District plan and others.
8. Will facilitate, in a transparent manner, all potential development and prospect leads as well as provide an update or status on previous leads that were circulated and responded to by the City of Hughson.
9. Will focus on supporting and engaging small businesses from Hughson at its Valley Sierra Small Business Development Center by offering free technical consulting services to Hughson businesses.
10. Will assist the City to prepare a forty-acre site suitable for an industrial or business park.
11. Will assist the City in the promotion of the Hughson Business Assistance programs including consultation and advice for development of program parameters, implementation, and advice.
12. Will assist the City in the further development of its entrepreneurial center/incubator including making referrals and qualifying prospective tenants based on approved criteria.
13. Alliance quarterly progress reports shall be submitted four times a year, as set forth below, and will describe activities in business attraction, business assistance/expansion and business advocacy efforts provided by the Opportunity Stanislaus Business Resource Center, the Business Services Unit and the Small Business Development Center. These Quarterly Reports will be submitted on or before the following due dates during each year as follows:
 - Quarter #1: March
 - Quarter #2: June
 - Quarter #3: September
 - Quarter #4: January

These reports will provide ongoing, updated information to the City of Hughson relative to the progress of the aforementioned Marketing Strategy as well as the adopted OS Program of Work for Year 2021-2022. These reports will include the current focus of the campaign as well as the number and type of responses received.

Specifically, the City of Hughson:

14. Will assist in providing the necessary staff support based on the availability of staff resources and the City of Hughson's specific priorities in response to stated business needs. Further, the City will respond and actively participate in programs with existing companies or new firms interested in relocation or expansion to the Hughson area.

15. Will facilitate ease of access and assistance to all businesses with regard to zoning and permitting in compliance with the City of Hughson's adopted land use regulations and building codes and consistent with Hughson's adopted growth and land use policies and objectives.
16. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structures or any other jurisdictional actions which assist in meeting the stated objectives of this MOU and that impact the ability of OS to respond to stated business issues and concerns.
17. Will interact with the OS Marketing Team subject to staffing, time and monetary constraints. Participation will be at a level deemed appropriate based on any restraints as defined.
18. Will encourage elected officials to actively support business park creation, job creation opportunities, job retention and new business development.

Either party may withdraw or terminate its participation in this MOU at any time or for no reason, by providing the other party with written notice of its intent to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized. Further, this MOU is consistent with the original intent of the Countywide Economic Development Plan and Marketing Strategy and the responsibilities as outlined, meets with the approval of both parties to this Memorandum of Understanding. The agreed upon fee for services via this MOU, payable to Opportunity Stanislaus by the City of Hughson is \$5,000 and \$2,300 to the Valley Sierra Small Business Development Center.

Opportunity Stanislaus

Signature: 
David White, Chief Executive Officer

Date: 5.14.2021

City of Hughson

Signature: _____
Merry Mayhew, City Manager

Date: _____



CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: May 24, 2021

Subject: Adopt Resolution No. 2021-13 Approving 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 and Approval to Extend the Cost-of-Living Adjustments and Equity Increases to Unrepresented Employees and Management Staff

Enclosure: Draft Memorandum of Understanding 7/1/2021-6/30/2024

Presented By: Merry Mayhew, City Manager
Daniel J. Schroeder, City Attorney

Approved By:



Staff Recommendations:

1. Adopt Resolution No. 2021-13, Approving the 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.
2. Authorize the City Manager to execute the MOU with Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association, inclusive of any final edits by the City Attorney.
3. Approve extending the cost-of-living adjustments and equity increases to unrepresented employees and management staff.

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 is set to expire June 30, 2021. The understanding was executed for the term of July 1, 2020 to June 30, 2021.

In preparation for the expiration of the current understanding, the City Manager began meeting with Labor's negotiating team to initiate discussions in March 2021. Labor negotiations progressed and through the collective work of the negotiating teams provide a new MOU for City Council's consideration and approval. The new MOU accomplishes several key goals of note: (1) is fiscally responsible, (2)

promotes equity, (3) strengthens the organization's competitiveness and (4) values employees.

Details of New MOU:

Many of the details of the new MOU have remained the same as the current understanding with a few exceptions detailed in summary:

- **Term:** 3 years - July 1, 2021 to June 30, 2024 unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties of this understanding.
- **Deferred Compensation Plan:** Provide an additional \$25 match to employees' deferred compensation, up to a maximum of \$50 match per month.
- **Group Medical-Dental-Vision:** The City and Union agree to review the health insurance marketplace for medical plans and discuss options that are fiscally sound for the City while maintaining optimal service and coverage for the covered employees and dependents.
- **Pay Rates:** Annual Cost of Living Adjustments (COLA) for all positions:

Fiscal Year 2021-2022: 5% increase from prior year.

Fiscal Year 2022-2023: 3% increase from prior year.

Fiscal Year 2023-2024: 2% increase from prior year.

Equity adjustments to certain represented job classifications identified in the total compensation study that were below the average of those jurisdictions surveyed. The equity adjustments were adjusted down by the 5% COLA increase on July 1, 2021. The classifications, percentage below average, remaining equity adjustment, and the percentage of how the equity adjustments will be paid out over year 1 and year 2 are listed below:

	% Below Average	Remaining Equity Adjustment	Equity Percentage Paid Yr. 1 7/1/2021	Equity Percentage Paid Yr. 2 7/1/2022
Acctg Technician I	10%	5%	3%	2%
Acctg Technician II	20%	15%	8%	7%
Customer Service Clerk	12%	7%	4%	3%
Maintenance I	11%	6%	3%	3%
Maintenance II	13%	8%	4%	4%
Planning & Building Assistant	5%	-	-	-

Wastewater Treatment Plant Operator I	0%	-	-	-
Wastewater Treatment Plant Operator II	5%	-	-	-
Water Treatment/Dist I	8%	3%	2%	1%
Water Treatment/Dist II	13%	8%	4%	4%

The equity adjustments will bring these classifications to the average indicated in the total compensation study, over the term of the understanding (50% in Fiscal Year 2021-2022 and the remaining percentage in Fiscal Year 2022-2023).

The equity increases and the cost-of-living adjustments are represented in the salary schedule attached as Exhibit A.

- **Incentive Pay:** Modification of the incentives available to employees within this bargaining group includes the addition of Bilingual Pay of 1.5% for employees who speak Spanish.
- **Technical Amendment:** A minor language change was made to Section 24, the wording Standby Leave was changed to Standby Duty and language was added to the Standby Duty section that clarifies that standby duty pay is intended to compensate for all time spent taking or responding to calls that do not require reporting to the worksite (including on holidays). Employees on standby duty will not be entitled to any additional pay for those calls.

In May 2021, a tentative agreement was reached by both parties on the major elements of the new Memorandum of Understanding. The Draft MOU was shared with the Union negotiators and approved on May 18, 2021. After City Council approval and execution of the MOU, City staff will begin updating the City of Hughson Personnel Manual for consistency purposes.

As in previous years, the cost-of-living adjustments approved for represented staff are extended to management employees. Equity increases for management staff, identified in the compensation study and reviewed and approved by Council in closed session on April 12, 2021, will be calculated in the same manner as the equity adjustments for represented employees and will be included on annual salary schedules.

Fiscal Impact:

Salary and benefit information will be updated as part of the City of Hughson's Proposed Budget for Fiscal Year 2021-2022. It is estimated that the fiscal impact of this MOU, will be approximately \$223,530 (\$130,700 in the General Fund) over the three-year contract.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION 2021-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING
THE AGREEMENT EXTENDING AND AMENDING 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**

WHEREAS, 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 executed for the term of July 1, 2018 through June 30, 2020 with a one year extension until June 30, 2021; and

WHEREAS, in preparation for the expiration of the current MOU, the City's negotiating team began meeting in early 2021 with Labor's negotiating team to initiate discussions; and

WHEREAS, labor negotiations progressed and the Union and City came to a tentative agreement in May 2021.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson does hereby approve the new MOU between the City of Hughson and Operating Engineers Local Union No. 3 on behalf of the City of Hughson Employees Association for the term July 1, 2021 to June 30, 2024, attached hereto as Exhibit "A", authorizes the City Manager to sign the agreement, inclusive of any final edits by the City Attorney, and approves extending the cost-of-living adjustments and equity increases to unrepresented employees and management staff.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 24th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

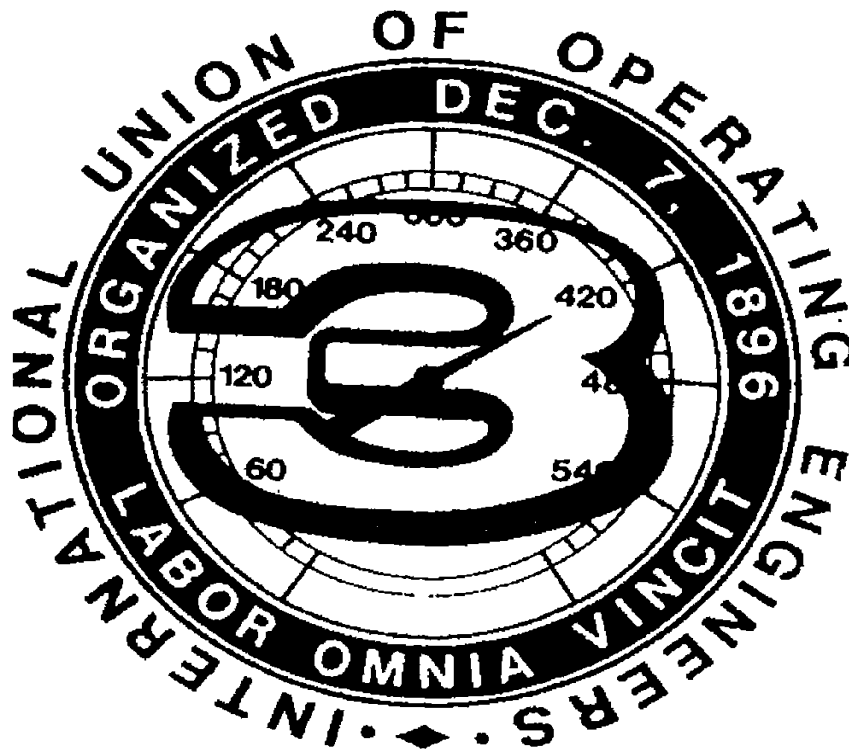
GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

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

draft



July 1, 2021 to June 30, 2024

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City of Hughson Employees Association - Draft

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SECTION 1. TERM OF UNDERSTANDING

This Memorandum of Understanding shall be in full force and effect for a period commencing on July 1, 2021 to June 30, 2024 unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties to this Understanding.

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
- Customer Service Clerk
- Maintenance Worker I/II
- Mechanic/Maintenance Worker II
- Parks and Recreation Coordinator
- Parks Maintenance Worker
- Planning and Building Assistant
- Public Works Supervisor
- Senior Accounting Technician
- Senior Maintenance Worker
- Senior Parks Maintenance Worker
- Senior Water Treatment/Distribution System Operator
- Wastewater Chief Plant Operator
- Wastewater Treatment Plant Operator I/II
- Wastewater Treatment Plant Operator-In-Training
- Water Treatment/Distribution System Operator I/II

SECTION 4. UNION SECURITY

A. Dues Deduction

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.

All other required deductions have priority over the employee organization deduction.

B. 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 the deduction 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

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the needs of the department. The Union may submit to the City Employee 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 above 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 representative's 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.

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:
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.

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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, 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 on the basis of: race, ethnicity, or color; religion or religious creed; sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression; sexual orientation; national origin, ancestry, or citizenship; age; physical or mental disability; legally-protected medical condition or information (including genetic information); marital or domestic partner status; family or medical leave status; military caregiver or veteran status; or any other protected class under federal, state, or local law.

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 employment status or any of the protected classes referred to above.

SECTION 12. PAY AND BENEFITS

A. Retirement

Retirement for employees covered hereunder shall be 2.7% at 55 for “classic” members and 2.0% at 62 for new members under the California Public Employee Retirement System (PERS).

The employee contribution that must be paid by “classic” members shall be 8% per year during the term of this Understanding. New members must pay the full amount of the PERS-required contribution.

“Classic” members and new members are as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA).

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. Deferred Compensation Plan

The City offers to all regular employees a voluntary Deferred Compensation Plan. The employee may elect to have any amount of money up to the legal limit withheld from their regular paycheck and placed in the Deferred Compensation Plan. A brochure explaining this benefit is available in the employment package.

For a represented employee participating in the Deferred Compensation Plan, the City shall pay into the deferred compensation Plan in a dollar for dollar match up to a maximum of Fifty dollars (\$50.00) per month.

D. Overtime

It is the policy of the City to discourage employees from working in excess of their regularly scheduled hours. 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.

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 (“comp time”) 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 or “comp time” shall be incurred or accrued unless the total time worked in that

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workweek is in excess of the total of the regularly-scheduled work shifts for that workweek. Overtime is paid in 15-minute increments.

“Comp time” may be granted in lieu of overtime pay under specific circumstances with prior approval from the Department head or supervisor. An employee may not accumulate more than eighty (80) hours of “comp time” and any “comp time” hours accrued above eighty (80) hours will be paid as overtime wages. Cash out of accumulated “comp time” hours will be required upon an employee’s promotion out of an existing classification or separation from employment with the City.

Except as otherwise specifically provided in this Understanding, wages and hours shall be governed by the federal Fair Labor Standards Act (FLSA).

E. Longevity

The City shall establish a Longevity Pay Differential above the base rate of pay, as indicated below. A regular employee will be eligible for five percent (5%) longevity pay when they have ten (10) years of service with the City of Hughson and will receive an additional two and one-half percent (2.5%) when they have fifteen (15) years of service with the City of Hughson and will receive an additional two and one-half percent (2.5%) when they have twenty (20) years of service with the City of Hughson. Years of service shall be based on total hours of completed continuous service with the City; provided, however, that employees on the date of City Council approval of the MOU amendment who had previously separated from City service for 180 days or less, but who have completed a total of at least ten (10) or more years of combined service or who have completed a total of at least fifteen (15) or more years of combined service or who have completed a total of at least twenty (20) or more years of combined service, shall be eligible to receive the differential.

For purposes of the Longevity Pay Differential only, a year of completed City of Hughson service is defined as 2,080 service hours with the City:

20,800 hours (10 years) = 5% 31,200 hours (15 years) = additional 2.5% 41,600 hours
(20 years) = additional 2.5%

The Longevity Pay Differential shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

F. Pay for Employees in an "Acting" Capacity

Any employee who, whether by reason of an emergency situation such as an accident, injury, or sickness, or any other reason, 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. Such assignment shall be approved by the City Manager.

Any employee serving in an acting capacity that is already receiving that pay or more 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 to another employee.

G. 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 in writing.

The City pays the cost for group insurance coverage for the employee as established by City Council resolution and as follows: Up to \$1,650 per month for medical and 100% for dental and vision.

If the employee waives medical coverage, the employee shall be paid \$500 per month for each month that he or she waives the coverage, provided that the employee provides proof of medical coverage through another source. All payments under opt-out arrangements will count as employee contributions unless the arrangement is an "eligible opt-out arrangement" as one that meets the following criteria:

1. The employee must provide "reasonable evidence" that the employee and all members of the employee's tax family (dependents on his/her tax return) have or are expected to have minimum essential coverage (MEC) for the relevant period (the plan year for which the opt-out payment is offered).

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2. The MEC cannot be coverage in the individual market, either on or off of the exchange; but it can be government coverage such as Medicare Part A, most Medicaid, CHIP and most TRICARE programs.
3. “Reasonable evidence” may be the employee’s attestation.
4. Reasonable evidence/attestation must be provided at least annually.
5. Reasonable evidence must be provided no earlier than a reasonable period before coverage starts (e.g., open enrollment), and the employer can allow employees to provide it after the plan year starts.

The arrangement must provide that the employer cannot make opt-out payments (and the employer in fact must not) if the employer knows or has reason to know that the employee or family member does not or will not have MEC.

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 or retirement. These terms are applicable to those organizations consisting of twenty (20) or more employees.

During the term of this MOU, the City and Union agree to review the health insurance marketplace for medical plans and discuss options that are fiscally sound for the City while maintaining optimal service and coverage for the covered employees and dependents.

SECTION 13. PAY RATES

Pay rates are set forth in Exhibit 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. Administration includes the Office of the City Manager, Community Development Department, and the Finance/Administrative Services Department. Public Works/Utilities Divisions hours are 7:00 a.m. to 3:30 p.m., Monday through Friday. 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 in Administration take an unpaid one-hour lunch break as scheduled by the supervisor or Department head. Public Works/Utilities employees take an unpaid half-hour lunch break from 12:00 p.m. to 12:30 p.m. All employees are allowed two fifteen (15) minute paid 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 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 (1,000 hours). 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. The City will, as a courtesy only without liability, endeavor to give thirty (30) days' notice that the employee will cease to accrue sick leave unless the time is taken.

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 continuous service with the City of Hughson, and having unused accumulated sick leave, shall be paid an amount equivalent to 25% of his or her then current daily wage rate for each day of unused sick leave. At his or her option, the employee may convert the amount due to medical/dental insurance premiums for coverage offered by the City to current employees. 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.

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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.

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 within 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 or her 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 or her 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 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.

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 Understanding 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 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 the 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

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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.

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 or other religious observance 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 death 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.

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 or in the case of extenuating circumstances, 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.

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)

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, in which event the grievance shall be to the City Manager). The formal 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 formal grievance shall be initiated within fifteen (15) working days of the decision rendered in the informal grievance procedure.

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Within fifteen (15) working days after the filing of the formal grievance, the Department head shall give his or her decision in writing to the grievant.

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.

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.

Within ten (10) working days after the meeting on 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/Utilities 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.

SECTION 24. STANDBY DUTY

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 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 duty" shall be as follows:

- (1) Employees assigned to standby duty shall be paid or may accrue compensatory time-off of two (2) hours at the straight-time rate for every eight (8) hours of standby and shall be paid or may accrue compensatory time-off at a one and one-half (1 ½) rate for reporting to work while on standby duty status.
- (2) Employees assigned to standby duty on holidays observed by the City shall be paid or may accrue compensatory time-off of two (2) hours at the straight-time rate for every eight (8) hours of standby, and shall be paid or may accrue compensatory time-off at a two and one-half (2 ½) rate for reporting to work while on standby duty status.
- (3) Standby duty pay at the straight-time rate is intended to compensate for all time spent taking or responding to calls that do not require reporting to the worksite (including on holidays). Employees on standby duty will not be entitled to any additional pay for those calls.

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,

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time will commence when the employee leaves their home to respond to the call back and will end when they return home.

SECTION 26. INCENTIVE PAY

The following incentives are available to employees within this bargaining unit. The maximum incentive pay an employee can receive for the combination of qualified licenses and certificates, bilingual certification, and/or educational degrees is five percent (5%). All percentages refer to percent of base pay.

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

A. Licenses and Certificates (Public Works/Utilities employees only)

Backflow Device–Reporting*	2%
Backflow Device	1%
Pesticide Qualified Applicator License–Reporting *	2%
Pesticide Qualified Applicator License	1%
Water Distribution Operator I	1%
Water Distribution Operator II	1%
Water Treatment Operator I	1%
Water Treatment Operator II	1%

*Management will identify and select one member responsible for reporting.

The maximum incentive pay an employee can receive for qualified licenses or certificates is five percent (5%) of base pay. Those employees who are required through their job description to maintain a listed license or certificate are not eligible for the incentive.

B. Bilingual Certification

All employees who are certified as bilingual in English-Spanish in the spoken word shall receive additional compensation known as Bilingual Pay in the amount of one and one-half percent (1.5%) of the employees' base pay. Employees who are certified as bilingual in English-Spanish in both the spoken and written form shall receive an additional compensation of two and one-half percent (2.5%) of the employees' base pay. For the terms of this MOU, the positions designated as eligible to receive additional compensation for both written and spoken Bilingual Pay are: Accounting Technician I/II, Customer Service Representative, and Planning and Building Assistant.

Other represented positions are eligible, upon certification approval by the City, to receive 1.5% additional compensation for spoken English-Spanish bilingual skills.

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Said certifications shall be determined by the City subject to review and input by the Union. Employees shall be fluent to a level so as to easily communicate with Spanish speaking customers and the public on City business matters.

The maximum incentive pay for bilingual certification that an employee can receive is two and one-half percent (2.5%).

C. Educational Degrees (All City of Hughson Employees Association members)

Employees who have obtained a job-related Associates of Science or Arts degree from an accredited college shall receive additional compensation in the amount of one and one-half percent (1.5%) of base pay.

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 a qualified educational degree is three percent (3%). Those employees who are required through their job description to maintain the degree are not eligible for the incentive.

SECTION 27. 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 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 28. 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 29. FULL UNDERSTANDING, MODIFICATION AND WAIVER

This Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any 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 this Understanding 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 Understanding be administered and observed in good faith.

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

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EXHIBIT "A"

City of Hughson											
Salary Schedule											
Fiscal Year 2021-2022											
City of Hughson Employee Association Members	Range	Salary Range									
		A		B		C		D		E	
		Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly
Accounting Technician I	79	\$1,629.78	\$3,259.56	\$1,711.27	\$3,422.53	\$1,796.83	\$3,593.66	\$1,886.67	\$3,773.34	\$1,981.01	\$3,962.01
Accounting Technician II	92	\$1,854.84	\$3,709.68	\$1,947.58	\$3,895.16	\$2,044.96	\$4,089.92	\$2,147.21	\$4,294.42	\$2,254.57	\$4,509.14
Building Inspector	111	\$2,240.85	\$4,481.70	\$2,352.89	\$4,705.78	\$2,470.54	\$4,941.07	\$2,594.06	\$5,188.12	\$2,723.77	\$5,447.53
Code Enforcement Officer	96	\$1,930.16	\$3,860.31	\$2,026.66	\$4,053.32	\$2,128.00	\$4,255.99	\$2,234.40	\$4,468.79	\$2,346.12	\$4,692.23
Customer Service Clerk	60	\$1,349.03	\$2,698.06	\$1,416.49	\$2,832.97	\$1,487.31	\$2,974.62	\$1,561.68	\$3,123.35	\$1,639.76	\$3,279.51
Maintenance Worker I	72	\$1,520.13	\$3,040.25	\$1,596.13	\$3,192.26	\$1,675.94	\$3,351.87	\$1,759.74	\$3,519.47	\$1,847.72	\$3,695.44
Maintenance Worker II	85	\$1,730.04	\$3,460.08	\$1,816.55	\$3,633.09	\$1,907.37	\$3,814.74	\$2,002.74	\$4,005.48	\$2,102.88	\$4,205.75
Mechanic/Maintenance Worker II	89	\$1,800.29	\$3,600.58	\$1,890.31	\$3,780.61	\$1,984.82	\$3,969.64	\$2,084.06	\$4,168.12	\$2,188.26	\$4,376.52
Park Maintenance Worker	81	\$1,662.54	\$3,325.07	\$1,745.67	\$3,491.33	\$1,832.95	\$3,665.89	\$1,924.60	\$3,849.19	\$2,020.83	\$4,041.65
Planning and Building Assistant	101	\$2,028.61	\$4,057.22	\$2,130.04	\$4,260.08	\$2,236.55	\$4,473.09	\$2,348.37	\$4,696.74	\$2,465.79	\$4,931.58
Public Works Supervisor	106	\$2,132.09	\$4,264.18	\$2,238.70	\$4,477.39	\$2,350.63	\$4,701.26	\$2,468.16	\$4,936.32	\$2,591.57	\$5,183.14
Senior Accounting Technician	96	\$1,930.16	\$3,860.31	\$2,026.66	\$4,053.32	\$2,128.00	\$4,255.99	\$2,234.40	\$4,468.79	\$2,346.12	\$4,692.23
Senior Maintenance Worker	89	\$1,800.29	\$3,600.58	\$1,890.31	\$3,780.61	\$1,984.82	\$3,969.64	\$2,084.06	\$4,168.12	\$2,188.26	\$4,376.52
Senior Parks Maintenance Worker	89	\$1,800.29	\$3,600.58	\$1,890.31	\$3,780.61	\$1,984.82	\$3,969.64	\$2,084.06	\$4,168.12	\$2,188.26	\$4,376.52
Senior Water Distribution/Treatment System Operator	109	\$2,196.70	\$4,393.39	\$2,306.53	\$4,613.06	\$2,421.86	\$4,843.71	\$2,542.95	\$5,085.90	\$2,670.10	\$5,340.19
Wastewater Chief Plant Operator	109	\$2,196.70	\$4,393.39	\$2,306.53	\$4,613.06	\$2,421.86	\$4,843.71	\$2,542.95	\$5,085.90	\$2,670.10	\$5,340.19
Wastewater Treatment Plant Operator I	93	\$1,873.39	\$3,746.78	\$1,967.06	\$3,934.11	\$2,065.41	\$4,130.82	\$2,168.68	\$4,337.36	\$2,277.12	\$4,554.23
Wastewater Treatment Plant Operator II	101	\$2,028.61	\$4,057.22	\$2,130.04	\$4,260.08	\$2,236.55	\$4,473.09	\$2,348.37	\$4,696.74	\$2,465.79	\$4,931.58
Wastewater Treatment Plant Operator-In-Training	72	\$1,520.13	\$3,040.25	\$1,596.13	\$3,192.26	\$1,675.94	\$3,351.87	\$1,759.74	\$3,519.47	\$1,847.72	\$3,695.44
Water Treatment/Distribution System Operator I	87	\$1,764.82	\$3,529.63	\$1,853.06	\$3,706.11	\$1,945.71	\$3,891.42	\$2,043.00	\$4,085.99	\$2,145.15	\$4,290.29
Water Treatment/Distribution System Operator II	97	\$1,949.46	\$3,898.91	\$2,046.93	\$4,093.85	\$2,149.28	\$4,298.55	\$2,256.74	\$4,513.47	\$2,369.58	\$4,739.15

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City of Hughson											
Salary Schedule											
Fiscal Year 2022-2023											
City of Hughson Employee Association Members	Range	Salary Range									
		A		B		C		D		E	
		Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly
Accounting Technician I	84	\$1,712.92	\$3,425.83	\$1,798.56	\$3,597.12	\$1,888.49	\$3,776.97	\$1,982.91	\$3,965.82	\$2,082.06	\$4,164.11
Accounting Technician II	102	\$2,048.90	\$4,097.79	\$2,151.34	\$4,302.68	\$2,258.91	\$4,517.82	\$2,371.86	\$4,743.71	\$2,490.45	\$4,980.89
Building Inspector	114	\$2,308.75	\$4,617.50	\$2,424.19	\$4,848.37	\$2,545.40	\$5,090.79	\$2,672.67	\$5,345.33	\$2,806.30	\$5,612.59
Code Enforcement Officer	105	\$2,110.98	\$4,221.96	\$2,216.53	\$4,433.06	\$2,327.36	\$4,654.71	\$2,443.73	\$4,887.45	\$2,565.91	\$5,131.82
Customer Service Clerk	66	\$1,432.03	\$2,864.05	\$1,503.63	\$3,007.25	\$1,578.81	\$3,157.61	\$1,657.75	\$3,315.50	\$1,740.64	\$3,481.27
Maintenance Worker I	78	\$1,613.64	\$3,227.28	\$1,694.33	\$3,388.65	\$1,779.04	\$3,558.08	\$1,867.99	\$3,735.98	\$1,961.39	\$3,922.78
Maintenance Worker II	92	\$1,854.84	\$3,709.68	\$1,947.58	\$3,895.16	\$2,044.96	\$4,089.92	\$2,147.21	\$4,294.42	\$2,254.57	\$4,509.14
Mechanic/Maintenance Worker II	92	\$1,854.84	\$3,709.68	\$1,947.58	\$3,895.16	\$2,044.96	\$4,089.92	\$2,147.21	\$4,294.42	\$2,254.57	\$4,509.14
Park Maintenance Worker	84	\$1,712.92	\$3,425.83	\$1,798.56	\$3,597.12	\$1,888.49	\$3,776.97	\$1,982.91	\$3,965.82	\$2,082.06	\$4,164.11
Planning and Building Assistant	104	\$2,090.08	\$4,180.16	\$2,194.59	\$4,389.17	\$2,304.31	\$4,608.62	\$2,419.53	\$4,839.06	\$2,540.51	\$5,081.01
Public Works Supervisor	109	\$2,196.70	\$4,393.39	\$2,306.53	\$4,613.06	\$2,421.86	\$4,843.71	\$2,542.95	\$5,085.90	\$2,670.10	\$5,340.19
Senior Accounting Technician	99	\$1,988.64	\$3,977.28	\$2,088.07	\$4,176.14	\$2,192.48	\$4,384.95	\$2,302.10	\$4,604.20	\$2,417.21	\$4,834.41
Senior Maintenance Worker	92	\$1,854.84	\$3,709.68	\$1,947.58	\$3,895.16	\$2,044.96	\$4,089.92	\$2,147.21	\$4,294.42	\$2,254.57	\$4,509.14
Senior Parks Maintenance Worker	92	\$1,854.84	\$3,709.68	\$1,947.58	\$3,895.16	\$2,044.96	\$4,089.92	\$2,147.21	\$4,294.42	\$2,254.57	\$4,509.14
Senior Water Distribution/Treatment System Operator	112	\$2,263.26	\$4,526.51	\$2,376.42	\$4,752.84	\$2,495.24	\$4,990.48	\$2,620.00	\$5,240.00	\$2,751.00	\$5,502.00
Wastewater Chief Plant Operator	112	\$2,263.26	\$4,526.51	\$2,376.42	\$4,752.84	\$2,495.24	\$4,990.48	\$2,620.00	\$5,240.00	\$2,751.00	\$5,502.00
Wastewater Treatment Plant Operator I	96	\$1,930.16	\$3,860.31	\$2,026.66	\$4,053.32	\$2,128.00	\$4,255.99	\$2,234.40	\$4,468.79	\$2,346.12	\$4,692.23
Wastewater Treatment Plant Operator II	104	\$2,090.08	\$4,180.16	\$2,194.59	\$4,389.17	\$2,304.31	\$4,608.62	\$2,419.53	\$4,839.06	\$2,540.51	\$5,081.01
Wastewater Treatment Plant Operator-In-Training	75	\$1,566.19	\$3,132.37	\$1,644.50	\$3,288.99	\$1,726.72	\$3,453.44	\$1,813.06	\$3,626.11	\$1,903.71	\$3,807.41
Water Treatment/Distribution System Operator I	91	\$1,836.48	\$3,672.95	\$1,928.30	\$3,856.60	\$2,024.72	\$4,049.43	\$2,125.95	\$4,251.90	\$2,232.25	\$4,464.49
Water Treatment/Distribution System Operator II	104	\$2,090.08	\$4,180.16	\$2,194.59	\$4,389.17	\$2,304.31	\$4,608.62	\$2,419.53	\$4,839.06	\$2,540.51	\$5,081.01

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City of Hughson											
Salary Schedule											
Fiscal Year 2023-2024											
City of Hughson Employee Association Members	Range	Salary Range									
		A		B		C		D		E	
		Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly	Bi-Monthly	Monthly
Accounting Technician I	86	\$1,747.34	\$3,494.68	\$1,834.71	\$3,669.42	\$1,926.45	\$3,852.89	\$2,022.77	\$4,045.53	\$2,123.91	\$4,247.81
Accounting Technician II	104	\$2,090.08	\$4,180.16	\$2,194.59	\$4,389.17	\$2,304.31	\$4,608.62	\$2,419.53	\$4,839.06	\$2,540.51	\$5,081.01
Building Inspector	116	\$2,355.16	\$4,710.31	\$2,472.91	\$4,945.82	\$2,596.56	\$5,193.11	\$2,726.39	\$5,452.77	\$2,862.71	\$5,725.41
Code Enforcement Officer	107	\$2,153.41	\$4,306.82	\$2,261.08	\$4,522.16	\$2,374.14	\$4,748.27	\$2,492.84	\$4,985.68	\$2,617.49	\$5,234.97
Customer Service Clerk	68	\$1,460.81	\$2,921.62	\$1,533.85	\$3,067.70	\$1,610.54	\$3,221.08	\$1,691.07	\$3,382.14	\$1,775.62	\$3,551.24
Maintenance Worker I	80	\$1,646.08	\$3,292.15	\$1,728.38	\$3,456.76	\$1,814.80	\$3,629.60	\$1,905.54	\$3,811.08	\$2,000.82	\$4,001.63
Maintenance Worker II	94	\$1,892.12	\$3,784.24	\$1,986.73	\$3,973.46	\$2,086.07	\$4,172.13	\$2,190.37	\$4,380.73	\$2,299.89	\$4,599.77
Mechanic/Maintenance Worker II	94	\$1,892.12	\$3,784.24	\$1,986.73	\$3,973.46	\$2,086.07	\$4,172.13	\$2,190.37	\$4,380.73	\$2,299.89	\$4,599.77
Park Maintenance Worker	86	\$1,747.34	\$3,494.68	\$1,834.71	\$3,669.42	\$1,926.45	\$3,852.89	\$2,022.77	\$4,045.53	\$2,123.91	\$4,247.81
Planning and Building Assistant	106	\$2,132.09	\$4,264.18	\$2,238.70	\$4,477.39	\$2,350.63	\$4,701.26	\$2,468.16	\$4,936.32	\$2,591.57	\$5,183.14
Public Works Supervisor	111	\$2,240.85	\$4,481.70	\$2,352.89	\$4,705.78	\$2,470.54	\$4,941.07	\$2,594.06	\$5,188.12	\$2,723.77	\$5,447.53
Senior Accounting Technician	101	\$2,028.61	\$4,057.22	\$2,130.04	\$4,260.08	\$2,236.55	\$4,473.09	\$2,348.37	\$4,696.74	\$2,465.79	\$4,931.58
Senior Maintenance Worker	94	\$1,892.12	\$3,784.24	\$1,986.73	\$3,973.46	\$2,086.07	\$4,172.13	\$2,190.37	\$4,380.73	\$2,299.89	\$4,599.77
Senior Parks Maintenance Worker	94	\$1,892.12	\$3,784.24	\$1,986.73	\$3,973.46	\$2,086.07	\$4,172.13	\$2,190.37	\$4,380.73	\$2,299.89	\$4,599.77
Senior Water Distribution/Treatment System Operator	114	\$2,308.75	\$4,617.50	\$2,424.19	\$4,848.37	\$2,545.40	\$5,090.79	\$2,672.67	\$5,345.33	\$2,806.30	\$5,612.59
Wastewater Chief Plant Operator	114	\$2,308.75	\$4,617.50	\$2,424.19	\$4,848.37	\$2,545.40	\$5,090.79	\$2,672.67	\$5,345.33	\$2,806.30	\$5,612.59
Wastewater Treatment Plant Operator I	98	\$1,968.95	\$3,937.90	\$2,067.40	\$4,134.79	\$2,170.77	\$4,341.53	\$2,279.31	\$4,558.61	\$2,393.27	\$4,786.54
Wastewater Treatment Plant Operator II	106	\$2,132.09	\$4,264.18	\$2,238.70	\$4,477.39	\$2,350.63	\$4,701.26	\$2,468.16	\$4,936.32	\$2,591.57	\$5,183.14
Wastewater Treatment Plant Operator-In-Training	77	\$1,597.67	\$3,195.33	\$1,677.55	\$3,355.10	\$1,761.43	\$3,522.85	\$1,849.50	\$3,698.99	\$1,941.97	\$3,883.94
Water Treatment/Distribution System Operator I	93	\$1,873.39	\$3,746.78	\$1,967.06	\$3,934.11	\$2,065.41	\$4,130.82	\$2,168.68	\$4,337.36	\$2,277.12	\$4,554.23
Water Treatment/Distribution System Operator II	106	\$2,132.09	\$4,264.18	\$2,238.70	\$4,477.39	\$2,350.63	\$4,701.26	\$2,468.16	\$4,936.32	\$2,591.57	\$5,183.14

**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

Jim Neep
Director, Public Employee Division

Date

Darren Semore
Business Representative

Date

For City of Hughson

Merry Mayhew
City Manager

Date



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: May 24, 2021
Subject: Approval to Advertise the Position of City Treasurer
Presented By: Merry Mayhew, City Manager
Approved By: Merry Mayhew

Staff Recommendation:

1. Accept the resignation of the City Treasurer, Crystal Aguilar as of May 18, 2021 and send her a Certificate of Appreciation on behalf of the City Council.
2. Approve advertising the position of City Treasurer.

Background:

The City Treasurer is a position appointed by the City Council, traditionally for a two-year term, whose primary duties are to review the City's investment practices and approve the monthly Treasurer's report. The position is currently held by Crystal Aguilar who tendered her letter of resignation on May 18, 2021 (attached). Ms. Aguilar was appointed to the position by the City Council on August 12, 2019.

Recruitment for City Treasurer:

In order to identify potential candidates for appointment to the City Treasurer position, the traditional practice is to open a recruitment. The recruitment would require identifying the essential functions, typical duties performed, and education and experience preferred.

The essential function of the City Treasurer is to monitor and safeguard the City's cash and investments through oversight of City processes, reporting, and practices. The Treasurer ensures the City's financial viability, and that proper financial records and procedures are maintained in a clear, concise, and understandable manner.

The typical duties performed by the City Treasurer include but are not limited to the following:

- Review the Treasurer's Report of Cash on Deposit and Invested, prepared by City staff.

- Certify that total cash on deposit and invested as is reported on the Treasurer's Report of Cash on Deposit and Invested.
- Identify appropriate adjustments to the Treasurer's Report of Cash on Deposit and Invested and verify and sign the report.
- Attest, in the Treasurer's Report of Cash on Deposit and Invested, that the City has cash on hand for six months.
- Attend quarterly City Council, Finance Committee and/or other meetings when required to provide information on treasury or investment matters.
- Understand and follow the City's Statement of Investment Policy in his/her review.
- Works with City staff on appropriate review of financial and investment matters, to include City Council agenda items.
- Recommends appropriate investment or financial matters when warranted to City staff and/or City Council.
- Works with City staff on presentation of financial information to ensure that material is clear, concise, and easily understandable for Council and residents in their review.

Graduation from a four-year college and post-graduate work in accounting, financial or management processes is preferred but not required. Experience in an administrative position involving finance, investments, budgeting, or similar financial matters is ideal. The candidate should possess a combination of training and experience that provides the knowledge, skills, and abilities required to provide sound advice, recommendations, and conduct appropriate reviews of City financial records. The candidate should also possess the ability to learn, understand, interpret, and apply applicable Federal, State, and local laws and regulations pertaining to investments, finance and treasury items.

Provided that the City Council is interested in opening the City Treasurer recruitment, advertising the appointment opportunity is the first step. The position can be posted in the local newspapers, city website and other local sources. Potential applicants would be asked to apply and need to be available to be interviewed by the City Council in a regular meeting if so desired.

Fiscal Impact:

As established by City Council Resolution No. 87-28, the City Treasurer receives \$100 per month, in the form of a stipend, for performance of the required duties. These funds are included as part of the annual budget process.

May 18, 2021

To Whom It May Concern,

I regret to inform you that effective immediately I will be resigning from my position as the Treasurer for the City of Hughson. I have enjoyed the experience and opportunity to work with the staff of the city in my tenure. Unfortunately, my home and work schedule has changed and no longer affords me the time necessary to efficiently complete my job. Feel free to contact me with any further questions.

Sincerely,

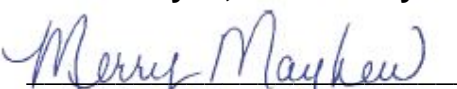
Crystal Aguilar

A handwritten signature in black ink, consisting of a series of loops and curves, positioned to the right of the printed name "Crystal Aguilar".



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: May 24, 2021
Subject: Adopt Resolution No. 2021-14, Approving the Professional Services Agreement with DeNovo Planning Group for Preparation of the General Plan Update
Enclosure: Professional Services Agreement
Presented By: Rachel Wyse, Community Development Director
Approved By: 

Staff Recommendations :

1. Adopt Resolution No. 2021-14, approving the Professional Services Agreement with De Novo Planning Group for preparation of the General Plan Update.
2. Authorize the City Manager to execute the Professional Services Agreement with De Novo Planning Group, inclusive of any final edits by the City Attorney.

Background and Overview:

Since the 1950's California law has required cities and counties to prepare and maintain a General Plan for its future growth and to ensure orderly land use development occurs. The State Office of Planning and Research recommends that comprehensive General Plan Updates occur every 10-15 years and that the Housing Element be updated every five years. The last comprehensive update to the General Plan was completed and adopted in 2005. The last Housing Element update occurred in 2014.

Discussion:

A Request for Proposals (RFP) for the General Plan Update opened on January 4, 2021 and closed on February 4, 2021. Three consulting firms submitted proposals within the range of response dates:

Consulting Firm	Base Cost	Cost + Optional Tasks
De Novo Planning Group	\$499,702	\$551,202
Minitier-Harnish	\$751,146	\$766,996
QK Inc. (Quad-Knopf)	\$693,293	N/A

Staff interviewed all three firms on March 24, 2021, scored the firms, and selected De Novo Planning (De Novo) in accordance with the RFP's scoring criteria.

De Novo is a fairly new company within the community of preparers of Housing Element updates, comprehensive General Plan updates and related Environmental Impact Report, and yet they have earned a sterling reputation. City Managers and Department Directors contacted during reference checks stated that De Novo was sensitive to the Community, its culture, demographics, and values; able to explain the process in a simple and straightforward manner; and always within budget. When pressed, references had nothing negative to say and would absolutely hire De Novo again.

De Novo's scope of services for preparation of the General Plan Update include: Project Initiation; Community Outreach; Existing Conditions Report; Issues, Opportunities, and Land Use Alternatives; General Plan Update; Housing Element Update; Environmental Impact Report (EIR); Meetings, Hearings, and Project Management; and compliance with legal requirements and all services rendered. The budget also includes an optional task, the preparation of Fiscal Analysis of Preferred Land Use Map which would give Council a sense of the general revenue and general expense associated with the land use map. In other words, a fiscal analysis determines if the preferred General Plan designation (land use) map will have a net positive or net negative impact on the City budget.

The Hughson General Plan Update and EIR is anticipated to be completed within 24 months.

Fiscal Impact:

The Agreement with De Novo for \$523,202 with a 15% contingency shall not exceed \$601,682. Funds have been budgeted to date in the amount of \$260,000 from the Regional Early Action Planning allocation that will fund through StanCOG (REAP \$35,000), a Local Early Action Planning Grant (LEAP \$65,000), and a SB2 Planning Grant (\$160,000). Minimal funds (approx. \$5,000) have been collected in the General Fund, through building permits, to be used specifically for General Plan activities. These funds will continue to be collected through building permits as the General Plan Update progresses.

This Agreement will be funded through the grants and general fund dollars specified above. In addition, a portion of the General Plan Update can be funded through the sewer and water funds. City staff are looking at the potential of using Federal American Rescue Plan Act (ARP) stimulus funds if needed. Funds will be budgeted in Fiscal Years 2021-2023 preliminary budgets. Staff will continue to pursue grants and other possible funding sources to limit the impact to the City's funds.

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2021-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH
DE NOVO PLANNING GROUP FOR PREPARATION OF THE GENERAL PLAN
UPDATE**

WHEREAS, THE City of Hughson is required by California State Law to have a General Plan and the State Office of Planning and Research requires periodical updates a General Plan every 10-15 years, and every five years for the Housing Element portion of the General Plan; and

WHEREAS, the City requires support and assistance for preparation of the General Plan Update and associated Housing Element and Environmental Impact Report; and

WHEREAS, the City conducted a request for Proposal process to identify and select a Consultant; and

WHEREAS, the City will use the services of De Novo Planning Group (De Novo) for preparation of the General Plan Update and has a separate Professional Services Agreement for services related to preparation of the General Plan Update; and

WHEREAS, De Novo has prepared legally defensible General Plan Updates and associated Environmental Impact Reports within budget, and the City wishes to utilize their services; and

WHEREAS, the scope of services includes Project Initiation; Community Outreach; Existing Conditions Report; Issues, Opportunities, And Land Use Alternatives; General Plan Update; Housing Element Update; Environmental Impact Report; Meetings, Hearings, and Project Management; compliance with legal requirements and all services rendered, not to exceed \$601,682 for the term of this Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Professional Services Agreement with De Novo Planning Group in an amount not to exceed \$601,682 for preparation of the General Plan Update attached hereto as Attachment "A" and authorizes the City Manager to sign the agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 24th day of May 2021 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

PROFESSIONAL SERVICE AGREEMENT
(City of Hughson/De Novo Planning Group)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Hughson, a California municipal corporation (“City”) and **De Novo Planning Group** (“Consultant”).

RECITALS

WHEREAS, the City has determined that it requires the professional services of a consultant to conduct an evaluation of a **General Plan Update** (“Project”).

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services for the Project by virtue of its experience and the training, education and expertise of its principals and employees.

WHEREAS, the Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. DEFINITIONS

1.1. “Scope of Services” means the professional services as are generally set forth in Consultant’s (“Date of Proposal”) proposal to City attached hereto as Exhibit A.

1.2. “Approved Fee Schedule” means the compensation rates as are set forth in the “Fee Estimate” within Exhibit B.

1.3. “Commencement Date” means May 24, 2021.

1.4. “Task Order” means written direction by the City to Consultant to perform a specific scope of work of the Project.

1.5. “Project” means (“Project”).

1.6. “Expiration Date” means the date the Project evaluation is completed.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 15 (“Termination”) below.

3. CONSULTANT'S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services and in any and all individual Task Orders specifying the fees and the services for each Task Order under this Agreement. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sums specified by each Task Order unless specifically approved in advance and in writing by City.

3.2. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

3.3. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Community Services Director, or his/her designee shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and the not-to-exceed amount of each Task Order.

4.2. Consultant shall submit to City an invoice for the services performed pursuant to this Agreement on a monthly basis. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

4.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

6. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

7. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 8 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

8.3. The obligations of Consultant under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives any statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

8.4. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.5. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

9.1.3. Worker's Compensation insurance as required by the laws of the State of California.

9.1.4. Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

9.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

9.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

9.5. At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

9.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant

agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

9.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

9.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

9.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. MUTUAL COOPERATION

10.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

10.2. In the event any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

11. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Hughson
P.O. Box 9
Hughson, CA 95326
Telephone: (209) 883-4054
Facsimile: (209) 883-2638

With courtesy copy to:

Daniel J. Schroeder, City Attorney
Neumiller & Beardslee
P.O. Box 20
3121 W. March Lane, Suite 100
Stockton, CA 95219
Telephone: (209) 948-8200
Facsimile: (209-) 948-4910

If to Consultant:

Ben Ritchie, Principal
De Novo Planning Group
1020 Suncast Lane, Suite 106
El Dorado Hills, CA 95762
Telephone: (916) 949-3231
Email: britchie@denovoplanning.com

14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2 and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

15. TERMINATION

15.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

15.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

16. GENERAL PROVISIONS

16.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

16.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

16.3. Consultant agrees to comply with the regulations of City's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974. Consultant covenants that it presently has no interest, and shall not have any interest, direct or interest, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Hughson Conflict of Interest Code, as that term is applied to consultants.

16.4. In accomplishing the scope of services of this Agreement, Consultant(s) may be performing a specialized or general service for the City, and there is a substantial likelihood that the consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, employees of the Consultant or the Consultant itself may be subject to a Category "1" disclosure of the City's Conflict of Interest Code. If in fact this applies to the Consultant a form 700 must be filed.

16.5. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to

this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

16.6. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

16.7. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

16.8. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Stanislaus County, California.

16.9. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16.10. This Agreement shall be governed and construed in accordance with the laws of the State of California.

16.11. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of

Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

16.12. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”

City of Hughson

By: _____
Merry Mayhew, City Manager

Date: _____

“Consultant”

By: _____
Ben Ritchie, Principal

Date: April 14, 2021

Attest:

By _____
Ashton Gose, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date: April 20, 2021

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

TASK 1 – PROJECT INITIATION

Within one week of project commencement, the De Novo team will meet with City staff to discuss the following:

- Finalize project scope of work, budget, schedule, staff roles and responsibilities, if necessary;
- City preferences for point of contact, method of communication, meeting and workshop responsibilities, project updates, etc.;
- Discuss community outreach approach, including Visioning Workshops, identification of stakeholders, City Council participation, and format for community involvement; and
- Collection of relevant background documents and data (adopted documents, reports, and studies, GIS data, etc.).

TASK 2 – COMMUNITY OUTREACH AND PARTICIPATION

To engage the public in the General Plan Update process, the De Novo team proposes to conduct targeted and meaningful public outreach, including two Visioning Workshops, two Community-wide open house workshops, joint Planning Commission and City Council Workshops, stakeholder outreach and interviews, adoption hearings, and extensive digital outreach.

At the outset of and concurrent with this process, we will conduct outreach to community organizations and stakeholders to encourage participation in the General Plan Update process. We will also meet with and interview key stakeholders, agencies, and organizations one-on-one to ensure that our perspective on the General Plan and resultant work effort accurately reflects a broad spectrum of the community.

De Novo's proposed approach to public workshops and meetings is described below. We have developed our approach to provide a consistent venue for community involvement, to ensure that City residents and stakeholders feel that they have had adequate opportunity to participate in the process.



We understand the demands that a General Plan Update place on City staff and are prepared to fully support and assist staff through the entire process. We will prepare a staff report for each meeting that describes the process, key issues to be considered at the meeting, and any staff recommendations. Each staff report will be provided to City staff for review and De Novo will revise the report as directed.

At each meeting, the De Novo team will be prepared to make a powerpoint presentation regarding the project and will be prepared to answer questions, make recommendations (if requested), and assist in developing solutions if controversial issues arise. Spanish translation will be provided at each community workshop (four total).

Hughson General Plan Update and EIR Proposal

Over the past year, our team has refined and enhanced our virtual workshop toolkit, resulting in an ability to achieve meaningful public participation during the ongoing Covid restrictions. The work program presented in this proposal can be completed either in-person, or virtually, as directed by the City and other statewide restrictions that may still be in place.

We encourage you to check out one of our recent housing element videos, which showcases some of the online materials our team has developed in-house:

https://www.youtube.com/watch?v=Eeiq0_mmyY0&feature=emb_logo

JOINT PLANNING COMMISSION/CITY COUNCIL KICKOFF MEETING

This first public meeting will be held before the City Council and Planning Commission and will serve as an opportunity for City leadership to meet the consultant team. The meeting will serve as a “General Plan 101” with a brief overview of the General Plan process, including key steps, and opportunities for public involvement. This will also provide an opportunity for the PC and CC to provide input on key issues, challenges, and priorities for the General Plan Update to address.

VISIONING WORKSHOPS

At the outset of the General Plan process, two public Visioning Workshops will be held. The Visioning Workshops will introduce the community to the project and will focus on: 1) communicating the intent of the General Plan Update to the public and inviting public input, 2) identifying the overall vision and core values that will guide the General Plan Update, and 3) identifying the community priorities, land use and design preferences of City residents and stakeholders. The workshop content and feedback questions will be reproduced in digital format and placed on the project website. This will allow for extended opportunities for feedback and input. Depending on Covid restrictions, we are fully prepared to transition the workshops to a fully virtual platform. We’re also open to non-traditional approaches, such as outside workshops, etc.

CITY COUNCIL AND PLANNING COMMISSION STATUS UPDATES

Throughout the process, De Novo will be available to attend City Council and Planning Commission meetings on a periodic basis to provide an update regarding the project status. It is anticipated that issues will arise during the preparation of the General Plan that will warrant Council and/or Planning Commission input prior to completing the draft goals and policies. In these situations, De Novo recommends that a report be made to the Council and/or Planning Commission updating them on the status of the General Plan preparation, and requesting direction on any key issues identified by the project team. Our budget and schedule anticipate two status update/check-in meetings with the Council during the General Plan Update process.

STAKEHOLDER INTERVIEWS AND AGENCY CONSULTATIONS

The De Novo team will consult and meet with stakeholders and agencies throughout the General Plan process. We will refine the list of stakeholders and agencies following the project kick-off meeting with staff. We anticipate that we will request input from many local and regional agencies/organizations.

COMMUNITY WORKSHOPS AND OPEN HOUSE

We propose to conduct additional community-wide workshops (two) following our initial outreach efforts. We recommend conducting a workshop focused on changes to the land use map, prior to completion of the Draft General Plan. We also suggest conducting a community-wide open house once the Draft General Plan is complete and ready for public review.

COMMUNITY SURVEYS AND POLLS

Community surveys and polls will be made available on the project website to allow the public an opportunity to participate in the process. De Novo anticipates a general survey to ascertain the community's general concerns and interests, and a survey specific to land use and growth issues. De Novo will provide the City with a link to place on the website and post on social media platforms that will take the visitor directly to an interactive survey that can be completed on-line. De Novo will prepare and maintain the surveys and will tabulate the results.

PUBLIC HEARINGS

The Draft General Plan and Draft EIR will be presented to the Planning Commission and City Council during the public review period to provide the community an opportunity to comment on the documents. Following completion of the Final EIR and revised Draft General Plan, these documents will be brought to the Planning Commission for a recommendation and to the Council for consideration of adoption. Our scope assumes attendance at up to three public hearings for adoption of the General Plan and certification of the EIR.

GENERAL PLAN WEBSITE

The De Novo team will create and host a General Plan Update website throughout the General Plan Update process. The website will provide regular updates regarding the status of the General Plan, identify the schedule of upcoming meetings, provide agendas for meetings, and serve as a library of General Plan documents, including staff reports, meeting agendas, technical reports, and public review drafts. De Novo will place all public documents (public drafts of studies, technical reports, land use maps, meeting materials, General Plan, Draft EIR, and Final EIR) on the website in .pdf format and all documents will be provided to the City in a format appropriate for publication on the City's website. The website will also provide a forum to receive comments on the General Plan Update process, and will host a variety of polls and surveys in order to foster increased public participation in the process.

Our firm owns the domain name: generalplan.org. As such, we would propose to utilize: Hughson.generalplan.org for this project. The City is encouraged to view some of our other general plan websites, including:

Glenncounty.generalplan.org

Milpitas.generalplan.org

Campbell.generalplan.org

TASK 3 – EXISTING CONDITIONS REPORT

To prepare a meaningful General Plan, existing conditions must be understood and documented. The Existing Conditions Report will identify development patterns, natural resources, socioeconomic conditions, and environmental constraints in the City and will identify the regulatory environment for each topic. This report will be a resource for the Council, Planning Commission, City staff, and the De Novo team for the General Plan Update and Environmental Impact Report. The Existing Conditions Report will make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public.

The Existing Conditions Report will provide background data and serve as a technical framework, while the General Plan will focus on goals, policies, and implementation. The information collected for the Existing Conditions Report will also be used as the basis for the “existing setting” sections of the General Plan EIR.

Relevant background data, including land use, transportation, infrastructure, utility, agriculture, open space and conservation plans, will be collected and reviewed.

The following topic areas will be addressed in the Existing Conditions Report:

LAND USE, AGRICULTURE, AND SOCIOECONOMICS

This chapter will address land use and demographics, including issues related to land use patterns, community character, and economic development. The information in this chapter will provide both a historical and current perspective on land use and is intended to assist the General Plan update process by providing both historical context and a baseline of existing land use information to be used when formulating and considering amendments to the City’s current land use pattern or when considering alternate growth and land use scenarios for the City.

ECONOMIC AND DEMOGRAPHIC CONDITIONS AND TRENDS

BAE will prepare an Economic, Demographic, and Fiscal Conditions and Trends section for the Existing Conditions Background Report. This overview of the Hughson economic context will include data and analysis regarding the demographic characteristics of the Hughson population and the structure of the Hughson economy, and local residential and non-residential real estate market conditions. It will also examine recent growth trends and anticipated growth within the City during the General Plan time horizon. Fiscal background information will include an overview of the City’s current municipal budget structure, including key sources and uses of funds and trends in revenues and costs over time. Data sources will include the American Community Survey, CoStar, California Employment Development Department, California Department of Tax and Fee Administration, Esri, City Budget documents and other sources as appropriate to develop a sound understanding of local economic and demographic conditions. To provide context for Hughson’s demographic and economic characteristics, BAE will provide comparison data for Stanislaus County as a whole, for key data variables. The Economic and Demographic Conditions and Trends analysis will serve as a reference for the development of the Economic Development and Fiscal Elements as well as other General Plan elements that must consider issues such as the anticipated rate of growth, key factors driving demand for development in various land use categories, and Hughson’s position within the regional market area.

CIRCULATION

This chapter will describe the circulation network serving the City. KD Anderson will assemble relevant transportation data from the City of Hughson, Stanislaus County, Caltrans, and other agencies as appropriate. This chapter will:

- Qualitatively describe existing and planned roadways, as well as facilities for all transportation modes.
- Provide quantitative analysis of current traffic operating conditions based on daily traffic volumes (ADT) on up to twenty four (24) key arterial street segments using available data and new traffic counts adjusted to non-COVID conditions using *StreetLight* data and general planning level LOS thresholds. Intersection LOS is not proposed.
- Evaluate collision history and safety based on collision history data provided by the City of Hughson.
- Estimate daily trip generation resulting from Hughson development under current GP and proposed GP as provided by De Novo.
- Acquire and Install the current version of the StanCOG Tri-County regional travel demand forecasting model.
- Modify the current version of the Tri-County base Year (2008) model to reflect current roadways and Year 2021 land use information provided by the client on a TAZ basis.
- Develop current year total Hughson area VMT forecasts as well as per capita, per employee and per service population rates.

COMMUNITY SERVICES AND FACILITIES

The Community Services and Facilities Chapter of the Existing Conditions Report will describe the existing conditions and regulatory context regarding community services, including water, wastewater, education, public safety services, and parks and recreational resources within the City. These facilities and services provide a framework that supports growth and development in the City. This chapter will describe existing service levels, available resources, and planned expansion of services and infrastructure. This chapter will identify any known issues or constraints associated with the provision of services.

HAZARDS, SAFETY, AND NOISE

The Hazards, Safety, and Noise Chapter will discuss existing conditions and federal, state and local regulations related to natural and man-made hazards and public safety issues, including noise.

NOISE

Saxelby Acoustics will provide the background information for the Noise section, which will include descriptions of the characteristics of sound and noise and a description of transportation, stationary, and construction noise sources within the planning area. We will quantify the existing ambient noise environment within the general plan area through continuous and short-term noise level measurements and through application of accepted noise prediction methodologies.

CONSERVATION

The Conservation Chapter of the Existing Conditions Report will discuss conservation issues related to cultural and historic preservation, air quality, biological resources, geologic resources, and hydrology/water quality for the City. This chapter will also discuss open space as it relates to the preservation of natural resources as part of the biological resources discussion, open space associated with managed production of surface water and groundwater resources as part of the hydrology discussion, and open space associated with public health related to geologic and hydrologic hazards as part of the geologic resources and hydrology discussions, respectively. Federal, state, and local regulations that pertain to each of these topics will also be described.

A historical resources records check will be run for the City, through the files of the Central California Information Center of the California Historical Resources Information System. This will provide information on numbers and types of recorded resources in the City.

A check of the Sacred Lands files will be conducted for the City to identify any resources listed with the Native American Heritage Commission. The list provided of groups with concerns in the City will also be used for SB 18 and AB 52 consultation. The various groups and individuals will be solicited, first by mail, with follow up phone calls and other communications to elicit the groups concerns about prehistoric period resources, if desired by the City. Letters will be sent to all groups soliciting their concerns and input regarding policies.

The De Novo team will prepare an Administrative Draft Existing Conditions Report for review by City staff. Following staff review, the De Novo team will incorporate comments and prepare the final Existing Conditions Report for use during the General Plan Update and EIR processes.

TASK 4- ISSUES, OPPORTUNITIES, AND LAND USE ALTERNATIVES

ISSUES AND OPPORTUNITIES

The De Novo team will prepare a series of key issues and opportunities memos and/or white papers, as a means of focusing the community's attention on key issues and opportunities that have major policy implications as Hughson considers how it wants to grow in the next 20 years, while balancing the City's economic development, agricultural protection, and natural resource needs. Environmental and other constraints to be considered in the General Plan Update process will be identified and depicted on maps and figures. The issues and opportunities memos will summarize and proactively utilize information derived from the community visioning workshops, stakeholder interviews, Existing Conditions Report, City staff observations, and input provided by the Planning Commission, and City Council.

LAND USE ALTERNATIVES

The De Novo team will work closely with City staff to identify strategic growth areas, areas suitable for increased density or mixed uses, areas for commercial growth and development, and areas suitable for future annexation. This work will be done in tandem with the Housing Element update (see Task 6) in order to ensure that there are adequate lands available to meet the City's Regional Housing Needs Allocation (RHNA).

TASK 5 –GENERAL PLAN UPDATE

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and update the Land Use Map to be consistent with the City's vision for the future. The General Plan will reflect requirements of the California Government Code that have been introduced since preparation of the adopted General Plan, including changes promulgated by SB 5, SB 18, AB 32, AB 162, SB 7, AB 1358, and SB 375, and will also address recent best practices.

In order to streamline the process, we propose to maintain the Existing Conditions Report as a separate document that identifies background conditions. The General Plan document will have a minimum amount of background text, which will allow it to have a streamlined goal and policy structure. Where applicable, goals, policies, and actions will be cross-referenced between sections to reduce overlap and redundancy. The intent of this approach is to provide a General Plan that is easy to use and is not quickly dated. The General Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of the City of Hughson. The General Plan will include a liberal use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand.

ADMINISTRATIVE DRAFT GENERAL PLAN

The General Plan Update will address changes to state law, assess the condition of the City, and provide changes or adjustments necessary to realize the current vision of residents and stakeholders for the City. De Novo will actively engage residents and stakeholders to provide input regarding the topics addressed in the General Plan.

The existing General Plan will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to state law since the previous update.

In preparing the General Plan Update, the De Novo team will prepare each element to ensure that all goals, policies, and actions:

- Address requirements of state law;
- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and resource conservation trends; and
- Are internally consistent.

STAND-ALONE ELEMENTS

It is assumed that the General Plan would include the following stand-alone elements:

1. Land Use
2. Economic Development

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3. Fiscal Sustainability *(may be combined with Economic Development)*
4. Housing *(see Task 6)*
5. Circulation
6. Noise
7. Safety
8. Conservation and Open Space
9. Administration and Implementation

New topics, such as environmental justice and climate adaptation will be interwoven throughout these elements, as appropriate. We will also address other key community priorities, such public services and infrastructure, throughout these elements through the inclusion of focused goals, policies, and implementing actions.

ADMINISTRATION AND IMPLEMENTATION

General Plan implementation is necessary to achieve the vision laid out by the General Plan. The implementation section will provide feasible, practical implementation methods that ensure the General Plan does not “sit on the shelf” but instead achieves the goals it sets out. This section will help ground the General Plan in reality and assist in ensuring that it produces real results. The implementation program will identify how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation. The De Novo team will work closely with City staff to prepare this section.

The De Novo Team will provide City staff with an Administrative Draft General Plan for review. We anticipate meeting with City staff to review comments and reach agreement on how to address potentially conflicting comments. We will incorporate the City's comments on the Administrative Draft General Plan Update to create a Public Draft General Plan.

PUBLIC REVIEW DRAFT GENERAL PLAN

Following the City's comments on the Screencheck Draft General Plan, De Novo will prepare the Draft General Plan for public review/comment and use during the City's review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

FINAL GENERAL PLAN

We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-marking bodies, we will prepare modified General Plan text that will be provided as attachments

to the staff report for consideration. De Novo will prepare a draft staff report and appropriate attachments prior to each hearing. De Novo will be available to present the General Plan and Final Environmental Impact Report at Planning Commission and City Council public hearings.

Based on Council's direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the Council and will prepare the final version of the General Plan.

ZONING CONSISTENCY ANALYSIS

Following completion of the Draft General Plan, the De Novo team will conduct a detailed review of the City's Zoning Ordinance in order to determine which aspects and components of the Code will need to be updated and revised in order to be consistent with the new General Plan. The results of this analysis will be presented in a user-friendly memo to staff, which will include a matrix of General Plan policies and actions cross referenced with Code sections that may be inconsistent. It is noted that the actual updates to the City's Zoning Code are not included in this scope of work, per the instructions in the City's RFP.

TASK 6- HOUSING ELEMENT UPDATE

We have prepared the following Work Plan in response to our understanding of the City's need to update the Housing Element to address requirements of State law. The approach to the Housing Element Update includes three phases: 1) community and stakeholder outreach, 2) preparation of the Housing Element document, and 3) adoption of the Housing Element.

PHASE 1 COMMUNITY AND STAKEHOLDER OUTREACH

COMMUNITY WORKSHOPS (2) AND SURVEY

At the outset of the Housing Element Update process, two community workshops will be held. The workshops will introduce the community to the Housing Element Update and will focus on: 1) communicating the intent of the Housing Element Update to the public, 2) inviting public input, and 3) identifying housing priorities and concerns for the Housing Element Update component of the General Plan Update.

Participants at each workshop will be presented with handouts, maps/exhibits, and materials as needed to provide complete information regarding preferences and concerns related to housing issues and to facilitate meaningful participation. We will also provide maps showing current vacant and underutilized housing sites.

As part of the community outreach process, a survey will be provided to allow the public an opportunity to participate in the process. De Novo will prepare a survey addressing specific housing issues to be used as a data source for the Housing Element Update. The surveys can be distributed via the General Plan Update website, the County's website, as well as hard copies provided at select locations throughout the County.

STAKEHOLDER COORDINATION

The De Novo team will periodically consult with stakeholders, including technical agencies, throughout the General Plan process. We will refine the list of stakeholders and agencies following the project kick-off meeting with County staff, but we anticipate meeting with the

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following groups, at a minimum: Escalon Chamber of Commerce, housing and community service providers, developers, and members of the real estate community.

PHASE 2 HOUSING ELEMENT PREPARATION

DRAFT HOUSING ELEMENT

De Novo is committed to providing the City with a useful and understandable Housing Element Update that embodies the goals and priorities of the City and is consistent with state requirements (Government Code Section 65583[a]). Preparation of the Housing Element will include but not be limited to the following items:

EVALUATE THE CURRENT HOUSING ELEMENT

De Novo will review the effectiveness of the current Housing Element, including: (1) actual results of the current Element compared to its goals, policies, and implementation measures; and (2) significant differences between objectives and actual achievements. De Novo will compare housing construction (single family, multi-family, affordable, and special needs) to the prior Regional Housing Needs Allocation and to the stated goals and projections of the current Housing Element.

Based both on the effectiveness of the existing document, input received from the community during the public participation process, and communication with City staff, we will identify policies and programs that should be retained as well as those that should be revised or replaced. The Housing Element Update will include a section that describes revisions to goals and policies based on identified achievements and shortcomings of the prior Element.

HOUSING NEEDS ASSESSMENT

To prepare a meaningful Housing Element, existing conditions must be understood and documented. De Novo will assess the housing needs of the City based on the characteristics of the City's population, household, employment, and real estate trends and its existing housing. The assessment will include analysis of assisted housing developments and the potential for these developments to be at-risk of conversion to market rate during the next 10 years. De Novo will update the Housing Needs Assessment to reflect updated demographic, real estate, and other relevant data, including the most recent Department of Finance data, American Community Survey (US Census) 5-year estimates data, and data provided by the City.

INVENTORY OF RESOURCES AND CONSTRAINTS

The Housing Element will identify available resources, including land, funding, and housing programs, available to meet the City's housing needs. Constraints to meeting housing needs, including governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, availability of financing, etc.), will be described as well as opportunities for energy conservation. De Novo will develop a program to reduce constraints, where appropriate and feasible.

AVAILABLE SITES

Availability of sites to accommodate the City's share of regional housing needs for the 6th cycle at all income levels as well as the needs of special populations, including elderly, persons with

disabilities including a developmental disability, large families, farmworkers, and families and persons in need of emergency shelter, will be identified. Our team will work with City staff to complete an inventory of vacant land and other sites that may be suitable for residential development, including sites designated for residential, commercial, industrial, and other uses and potential redevelopment or reuse sites. The inventory will include (a) parcel-specific listing of sites, including the parcel number or other unique reference such as address, (b) general plan and zoning designations of sites, (c) description of parcel size, (d) map showing the location of sites, (e) the existing uses of any non-residential sites, (f) general description of any known environmental constraints, and (g) general description of existing or planned water, sewer, and other dry utilities supply, including the availability and access to distribution facilities. This scope of work assumes that the County will provide zoning, parcel, and assessor data in GIS format and that staff will assist in the identification of approved and pending projects associated with parcels in the inventory.

If adequate sites are not available to accommodate the City's fair-share of regional housing needs, the implementation plan will include actions to make adequate sites available, consistent with the requirements of State law.

GOALS, OBJECTIVES, AND IMPLEMENTATION PLAN

De Novo will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints. The approach to meeting housing needs will be developed to address the City's housing needs while also: 1) promoting sustainability, through economic, environmental, and social equity, 2) protecting the existing community character and quality of life, and 3) protecting important resources, including habitat and water supply. The implementation plan will identify sustainable housing policies and programs, based on public and stakeholder input, City feedback, and the needs identified in the needs and constraints analysis. The Implementation Plan will address requirements of State law.

Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation
- Conserve and Improve Existing Housing Stock
- Address Housing Needs of Special Needs Populations
- Promote Fair Housing
- Preserve Assisted Housing
- Regional Housing Needs Determination and Quantified Objectives
- General Plan and Zoning Consistency
- Sustainability and Efficiency, including green building practices and progressive energy and water conservation approaches
- Removal of Constraints (where appropriate and feasible)
- Encourage Public Participation of All Economic Segments

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We will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan. Should there be inconsistencies, we will identify the appropriate modifications that should be made to the proposed policies and measures or to the relevant element of the General Plan.

De Novo will provide the City with an Administrative Draft Housing Element for staff review. We will then incorporate the City's comments on the Administrative Draft Housing Element and create a Public Review Draft Housing Element.

PUBLIC REVIEW HOUSING ELEMENT

De Novo will incorporate staff comments on the Administrative Draft Housing Element and create the Public Review Housing Element. De Novo will coordinate with City staff to ensure that the Public Review Draft Housing Element is noticed and distributed in accordance with the requirements of State law. De Novo will provide the Public Review Housing Element to HCD for review and will provide copies to the City for publication and distribution for the public comment period.

HCD COORDINATION

During the public review period, De Novo will coordinate with HCD to receive comments on the Public Review Draft Housing Element and will prepare subsequent edits to address any concerns identified by HCD.

FINAL HOUSING ELEMENT

Following public and HCD review, De Novo will prepare a memo identifying proposed revisions to the Housing Element based on HCD comments and input from the public. During preparation of the memo, we will meet with HCD staff, if necessary, to discuss their comments and identify potential revisions to the Housing Element that would be supported and approved by HCD.

The memo will be presented to the Planning Commission and City Council for consideration. Based on final direction from the City Council, De Novo will revise the Housing Element and prepare a Final Housing Element for City Council adoption. The Final Housing Element will be submitted to HCD for certification and finding of compliance with State law.

PHASE 3 ADOPTION

PUBLIC HEARINGS

At the conclusion of the project, De Novo will present the Housing Element Update to the Planning Commission and City Council for their review and approval during a public hearing. Based on similar projects, we expect to hold up to two public hearings with Planning Commission and up to two with the City Council.

TASK 7- ENVIRONMENTAL IMPACT REPORT

The work program described below would result in the preparation of a Program-level EIR that addresses adoption and implementation of the General Plan. The Program-EIR would serve as a “tiering document” to facilitate streamlined environmental review of all subsequent development and infrastructure projects undertaken in the City, which are consistent with the General Plan.

EIR KICK-OFF AND NOTICE OF PREPARATION/INITIAL STUDY

De Novo will prepare the Notice of Preparation (NOP) and associated initial study in accordance with the requirements of CEQA in order to define the scope of the environmental analysis. An administrative draft of the NOP and initial study will be prepared for City review. Upon review by City staff of the NOP and initial study, De Novo will prepare the final NOP and initial study for public distribution. De Novo will submit 15 copies to the State Clearinghouse on behalf of the City.

The project will require a public scoping meeting, and De Novo will prepare presentation materials and facilitate the meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meeting, De Novo will provide a summary of environmental issues raised.

DRAFT ENVIRONMENTAL IMPACT REPORT

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will consist of the chapters described below.

EXECUTIVE SUMMARY

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project’s environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

CHAPTER 1: INTRODUCTION

This Section of the Draft EIR would provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects.

CHAPTER 2: PROJECT DESCRIPTION

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description, described above.

CHAPTER 3: ENVIRONMENTAL SETTING, IMPACTS AND MITIGATION MEASURES

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the General Plan Update. This chapter will include an introductory section providing details on the “baseline conditions” assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the General Plan Update (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and wildfire hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, revisions to the Zoning Code, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR.

The EIR will evaluate each of the following environmental issues in detail:

- Aesthetics and Visual Resources
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural and Tribal Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral and Energy Resources
- Noise
- Population, Housing, and Employment
- Public Services
- Recreation, Parks, and Open Space
- Transportation and Circulation
- Utilities and Service Systems
- Wildfire

For each issue area, the following key components will be discussed in detail:

Existing Setting – This component will describe the existing affected environment as it pertains to each issue area. This section will be based on the information provided in the Existing Conditions Report.

Regulatory Framework – This component will review federal, state, and local regulations and/or plans that apply to the specific issue area being discussed.

Impacts and Mitigation Measures – Adverse environmental impacts resulting from implementation of the General Plan Update will be identified, analyzed, and a determination will be made as to the significance of the impact. Any feasible mitigation measures and/or proposed General Plan policies that would reduce or eliminate potentially significant impacts will be identified. De Novo will work closely with City staff on crafting mitigation measure language and timing that is appropriate for inclusion in the General Plan Update and is suitable for use in the typical development review process.

CHAPTER 4 CUMULATIVE IMPACTS

De Novo will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR.

CHAPTER 5 OTHER CEQA REQUIREMENTS

The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an

evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

CHAPTER 6 ALTERNATIVES ANALYSIS

De Novo will coordinate with City staff in the development of up to three alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. It is anticipated that the alternatives analysis will be closely coordinated with General Plan Update planning work and will address issues of concern identified by the community.

FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments received by the City. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and ~~striketrough~~ for deleted text) will comprise the Final Environmental Impact Report (Final EIR), which will be a separately bound document.

With respect to the Final EIR and Response to Comments, the De Novo team anticipates 10 comment letters of normal detail (two to three pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate. We also assume one round of City review of the Administrative Final EIR prior to public release.

The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. De Novo will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update. It is intended that each mitigation measure will be incorporated into the General Plan as a policy or implementation program, and that there will not be separate measures to monitor and enforce following adoption of the General Plan. As described under Task 3, the General Plan will include an implementation program that identifies how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation.

CEQA FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical,

or other defensible reasons why the project should be approved in light of the significant effects of the project.

TASK 8- MEETINGS, HEARINGS, AND PROJECT MANAGEMENT

Our management team will attend all of the workshops and meetings, and will also author the Existing Conditions Report, General Plan, and EIR documents.

Our internal management procedures include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

We will closely coordinate with the City through each part of the process. Steps we take to assure timely performance include: regular project calls with the City, monthly status reports, and a project task list that we update each month with the status of each task and deliverable, including subconsultant deliverables. This approach ensures open lines of communication, transparency in our work effort, and accountability. We are committed to completing this project on schedule and within budget and will take all appropriate steps to ensure that the project is managed effectively.

OPTIONAL TASKS

The following optional tasks are presented as tools to further bolster and strengthen the efforts associated with the General Plan update. While these tasks are not mandatory in order to complete the primary scope of work, the City may find these tasks to be beneficial additions to our proposed core work plan.

FISCAL ANALYSIS FOR PREFERRED LAND USE MAP

As an optional task, BAE can prepare a fiscal impact analysis to project the impact of General Plan buildout on the City's General Fund costs and revenues. De Novo will provide BAE with a summary of net new development, by land use category, through General Plan buildout, according to the preferred Land Use map, including new residential units by type and new non-residential square footage by category, including accompanying maps. BAE will use the land use information, combined with analysis of the City Budget and additional research regarding anticipated property valuation and potential sales tax generation, departmental requirements for expanding City services, and other General Fund cost and revenues drivers to prepare a fiscal impact model. BAE will create the fiscal impact model as a series of linked MS Excel worksheets that will use the General Plan land use data to drive projections of individual General Fund revenue sources and individual General Fund departmental costs. The projection methodology will incorporate a combination of marginal (i.e., case study) cost and revenue projection techniques as well as average cost and revenue projections techniques to project the increased General Fund costs and revenues that the City could expect upon buildout of the preferred Land Use Map. BAE will develop the fiscal model in consultation with key City staff, including City Manager and/or Finance Director, Police Chief, and Community Development Director. In

Hughson General Plan Update and EIR Proposal

addition to project the net General Fund impact from buildout of the preferred Land Use Map under a set of baseline assumptions, BAE will also prepare analysis of up to three alternate scenarios that alter key assumptions regarding a key cost or revenue assumptions, to test the sensitivity of the project fiscal results.

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TIMELINE

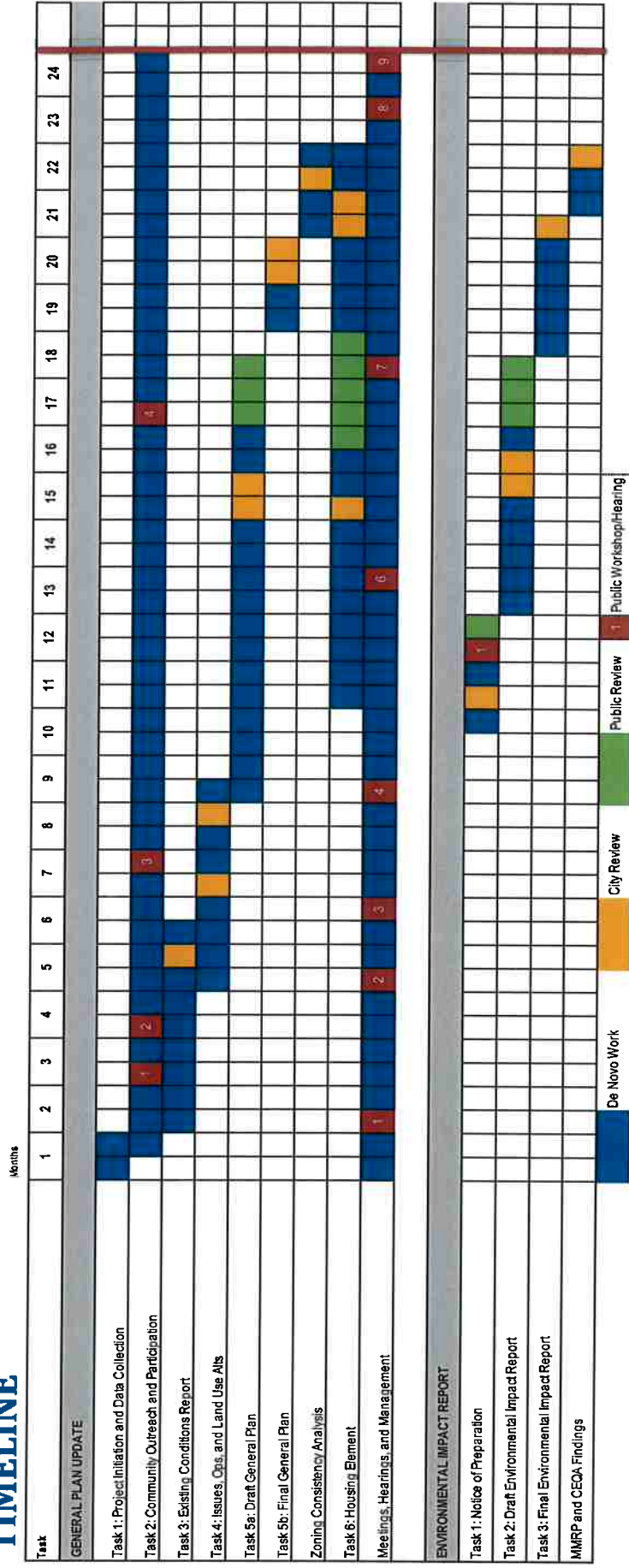


EXHIBIT B
APPROVED FEE SCHEDULE

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BUDGET

TASK/ACTIVITY	Project Manager/ Principal Planner		Senior Planner		Associate Planner		GIS/Graphics		De Novo Subtotal		Traffic JTD Anderson	Econ/Hical BAE	Noble Sweeney	Infrastructure West/Yost	Direct Costs Printing	ACTIVITY
	hours	\$155	hours	\$130	hours	\$110	hours	\$85	hours	TOTALS						TOTALS
GENERAL PLAN UPDATE																
Task 1: Project Initiation/Data Collection	12	\$1,860	12	\$1,560	12	\$1,320	24	\$2,040	60	\$6,780						\$6,780
Task 2: Community Participation Program	90	\$13,950	124	\$16,120	49	\$6,390	28	\$2,210	289	\$37,670					\$400	\$38,070
Task 3: Existing Conditions Report	100	\$15,500	120	\$15,600	120	\$13,200	60	\$5,100	400	\$49,400	\$25,000	\$35,500	\$5,852		\$250	\$116,002
Task 4: Issues, Opportunities, and Land Use Alts	32	\$4,960	80	\$10,400	40	\$4,400	80	\$6,100	212	\$24,860	\$5,000	\$3,000				\$32,860
Task 5a: Draft General Plan	190	\$29,450	180	\$23,400	100	\$11,000	70	\$5,950	540	\$69,800	\$5,000	\$14,500	\$1,440		\$1,500	\$92,240
Task 5b: Final General Plan	40	\$6,200	40	\$5,200	4	\$440	6	\$510	90	\$12,350					\$2,500	\$14,850
Task 5c: Zoning Consistency Analysis	28	\$4,340	40	\$5,200	10	\$1,100	0	\$0	78	\$10,640						\$10,640
Task 6: Housing Element	120	\$18,600	120	\$15,600	100	\$11,000	70	\$5,950	410	\$51,150						\$51,150
Meetings and Project Management	92	\$14,260	24	\$3,120	0	\$0	0	\$0	116	\$17,380		\$10,000				\$27,380
GENERAL PLAN SUBTOTAL:	704	\$109,120	740	\$96,200	435	\$47,850	316	\$26,860	2195	\$380,030	\$35,000	\$63,000	\$7,292	\$0	\$4,650	\$509,172
ENVIRONMENTAL IMPACT REPORT																
EIR Project Initiation (kick-off, NOP, Scoping)	2	\$310	8	\$1,040	8	\$980	4	\$340	22	\$2,570					\$400	\$2,970
Draft Environmental Impact Report	80	\$12,400	120	\$15,600	120	\$13,200	12	\$1,020	332	\$42,220	\$50,200		\$4,390		\$1,000	\$97,810
Final Environmental Impact Report	10	\$1,550	24	\$3,120	8	\$880	0	\$0	42	\$5,550					\$500	\$6,050
MMRP and CEQA Findings	4	\$620	4	\$520	16	\$1,760	0	\$0	24	\$2,900						\$2,900
EIR SUBTOTAL:	96	\$14,880	156	\$20,280	152	\$16,720	16	\$1,360	420	\$53,240	\$50,200	\$0	\$4,390	\$0	\$1,900	\$109,730
Fiscal Analysis of Preferred Land Use Map																
Subtotals	400	\$124,000	896	\$116,480	587	\$64,570	332	\$28,220	2,615	\$383,270	\$85,200	\$23,500	\$11,682	\$0	\$6,550	\$523,302
15% Contingency Budget																
TOTAL FEE																
\$601,682																

De Novo reserves the right to shift and reallocate budget between tasks and team members, provided that the total project budget does not increase.

In order to keep costs down, printed hard copies will be kept to a minimum.