



HUGHSON CITY COUNCIL

AGENDA

**City of Hughson
REGULAR CITY COUNCIL MEETING
Hughson City Hall – 7018 Pine Street
Hughson, California
MONDAY, OCTOBER 9, 2023 – 6:00 P.M.**

How to participate in, or observe the Meeting:

- In person in the City Council Chambers and submit public comment when invited during the meeting.
- Observe only via YouTube live, by accessing this link:
https://www.youtube.com/channel/UC-PwkdIrKoMmOJDzBSodu6A?view_as=subscriber

If a technical issue arises with any streaming option, the City Council meeting will continue unless the meeting is being held pursuant to the provisions of Assembly Bill 2449.

- In addition, recorded City Council meetings are posted on the City's website the second business day following the meeting. Recorded videos can be accessed with the following link:
[Upcoming Meetings | Hughson CA](#)

CALL TO ORDER: Mayor George Carr

ROLL CALL: Mayor George Carr
Councilmember Samuel Rush
Councilmember Randy Crooker
Councilmember Julie Ann Strain

FLAG SALUTE: Mayor George Carr

INVOCATION: Hughson Ministerial Association

1. OATH OF OFFICE:

1.1: A. City Clerk to Administer the Oath of Office to the Newly Appointed Councilmember Alan McFadon:

B. Seating and Roll Call of the New Hughson City Council:

Mayor George Carr
Councilmember Randy Crooker
Councilmember Samuel Rush
Councilmember Julie Ann Strain
Councilmember Alan McFadon

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

Please limit presentations to five minutes. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

3. PRESENTATIONS: NONE.

4. 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 audience member, or individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

4.1: Approve the Minutes of the Regular Meeting of September 11, 2023.

4.2: Approve the Minutes of the Special Meeting of October 2, 2023.

4.3: Approve the Warrants Register.

4.4: Approve the City of Hughson Treasurer's Report for December 2022.

4.5: Approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for December 2022.

4.6: Adopt Resolution No. 2023-50, Amending the City of Hughson Personnel Manual.

4.7: Approve the City Council Appointments to Boards and Committees.

5. UNFINISHED BUSINESS:

5.1: Approval to Purchase a Concrete Cutter.

5.2: Approval to Purchase an Enclosed Trailer for Public Works.

6. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

6.1: Introduce and Waive the First Reading of Ordinance No. 2023-04, Amending the Hughson Municipal Code Pertaining to Chapter 17.01- General Provisions, Chapter 17.02 – Zoning Districts, and 17.03 – Citywide Regulations and Special Provisions to Title 17 “Zoning”.

7. NEW BUSINESS:

7.1: A. Adopt Resolution No. 2023-51 to Amend the City of Hughson Public Safety and Maintenance Services Community Facilities District.

B. Adopt Resolution No. 2032-52, Calling for a Special Election Therein.

7.2: Appointment of a Mayor Pro Tem of the Hughson City Council.

8. CORRESPONDENCE: NONE.

9. COMMENTS:

A brief report on notable attendance of a meeting, or conference, or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council during this time.

9.1: Staff Reports and Comments:

City Manager:

City Clerk:

Director of Finance:

Community Development Director:

Police Services:

City Attorney:

9.2: Council Comments:

9.3: Mayor’s Comments:

10. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

11. ADJOURNMENT:

The next regular City Council Meeting is scheduled for **October 23, 2023, at 6:00 P.M.**

<u>AFFIDAVIT OF POSTING</u>	
Date: October 6, 2023	Time: 3:30PM
Name: Ashton Gose	Title: City Clerk

General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 6:00 p.m., unless otherwise noticed.

Council Agendas: The City Council agenda is now available for public review at the City’s website 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.

UPCOMING EVENTS:

October 10	<ul style="list-style-type: none"> ▪ Parks, Recreation and Entertainment Commission Meeting, City Council Chambers, 6:00 PM
October 17	<ul style="list-style-type: none"> ▪ Planning Commission Meeting, City Council Chambers, 6:00 PM
October 18	<ul style="list-style-type: none"> ▪ Hughson has Heart Planning Meeting, City Council Chambers, 6:00 PM

<p>October 23</p>	<ul style="list-style-type: none"> ▪ Hughson Economic Development Committee Meeting, City Council Chambers, 4:30 PM
<p>October 23</p>	<ul style="list-style-type: none"> ▪ City Council Meeting, City Council Chambers/WebEx Videoconference/YouTube Live Stream, 6:00 PM

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.

Oath of Office

STATE OF CALIFORNIA,

County of Stanislaus } ss.

I, ALAN MCFADON, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

COUNCILMEMBER

Alan McFadon

Subscribed and sworn to before me this 9th day of OCTOBER 2023.

Ashton Gose, City Clerk





CITY COUNCIL AGENDA ITEM NO. 4.1 SECTION 4: CONSENT CALENDAR

Meeting Date: October 9, 2023
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: Merry Mayhew
City Manager

Staff Recommendation:

Approve the Minutes of the Regular Meeting of September 11, 2023.

Background and Overview:

The draft minutes of the September 11, 2023 meeting are prepared for the Council's review.



HUGHSON CITY COUNCIL

MINUTES

**City of Hughson
REGULAR CITY COUNCIL MEETING
Hughson City Hall – 7018 Pine Street
Hughson, California
MONDAY, SEPTEMBER 11, 2023 – 6:00 P.M.**

CALL TO ORDER: Mayor George Carr

ROLL CALL:

Present: Mayor George Carr
Councilmember Samuel Rush
Councilmember Randy Crooker
Councilmember Julie Ann Strain

Staff Present: Merry Mayhew, City Manager
Ashton Gose, City Clerk
Andy Pinasco, City Attorney
Carla Jauregui, Community Development Director
Kim Weimer, Director of Finance
Jose Vasquez, Public Works Superintendent
Neil Raya, Interim Utilities Superintendent
Fidel Landeros, Chief of Police

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

NONE.

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 audience member, or 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 Meeting of August 28, 2023.
- 3.2:** Approve the Warrants Register.
- 3.3:** Approval of a Subdivision Improvement Agreement, and Final Map for Vesting Tentative Subdivision Map No. 2020-01 – Parkwood.
- 3.4:** Adopt Resolution No. 2023-47, of Concurrence with the Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2022-2023.

City Clerk Gose requested that item 3.3 be pulled from the Consent Calendar to announce an amendment to the resolution.

CARR/CROOKER 4-0-0-0 motion passes to approve the Consent Calendar, excluding item 3.3, with the following roll call vote:

CROOKER	RUSH	STRAIN	CARR
AYE	AYE	AYE	AYE

CROOKER/CARR 3-1-0-0 motion passes to approve item 3.3, as amended, with the following roll call vote:

CROOKER	RUSH	STRAIN	CARR
AYE	AYE	NO	AYE

4. UNFINISHED BUSINESS:

- 4.1:** Approval to Award a Contract for the Hughson Avenue ADA Parking Improvements.

Superintendent Vasquez presented the staff report on this item.

Mayor Carr opened public comment at 6:15 PM. There was no public comment. Mayor Carr closed public comment at 6:15 PM.

CARR/CROOKER 4-0-0-0 motion passes to approve to award a contract for the Hughson Avenue ADA Parking Improvements to MHK Construction in the amount of \$39,748 with a 10% contingency, and a 10% for

project management/inspection, and authorize the City Manager to execute the contract inclusive of any edits by the City Attorney, with the following roll call vote:

CROOKER	RUSH	STRAIN	CARR
AYE	AYE	AYE	AYE

5. **PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**

6. **NEW BUSINESS:**

- 6.1: A. Adoption of Resolution No. 2023-48, Approving Four New Positions to the 2023/24 Classification Plan and Approving the New Job Descriptions.
- B. Adoption of Resolution No. 2023-49 Approving the City of Hughson Fiscal Year 2023-24 Final Budget.
- C. Authorize the City Manager to Review Options for Law Enforcement Services for the City of Hughson.

Director Weimer presented the staff report on this item.

Mayor Carr opened public comment at 6:29PM. There was no public comment. Mayor Carr closed public comment at 6:29PM.

STRAIN/CROOKER 4-0-0-0 motion passes to approve staff’s recommendation for items 6.1 A, B, and C, with the following roll call vote:

CROOKER	RUSH	STRAIN	CARR
AYE	AYE	AYE	AYE

7. **CORRESPONDENCE: NONE.**

8. **COMMENTS:**

A brief report on notable attendance of a meeting, or conference, or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council during this time.

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

City Manager:

City Manager Mayhew informed the City Council that City Hall and the Senior Community Center are scheduled to be painted. She also informed the City Council that the Senior Meals Program is scheduled to start on September 25, 2023. She provided a reminder

that she will be out of the office from September 15 – September 29, 2023, and that the Council meeting scheduled for September 25, 2023 will be cancelled.

Community Development Director:

Director Jauregui provided an update regarding the Walker Lane Project.

Police Services:

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

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

Councilmember Crooker honored first responders and military personnel. He also thanked staff and Hughson Police Services for their continued hard work.

Councilmember Strain attended a City/School 2+2 Committee meeting on September 11, 2023. She thanked staff and Hughson Police Services for their continued hard work.

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

Mayor Carr attended a Budget and Finance Subcommittee meeting and a Hughson Ministerial Association breakfast on September 8, 2023. He thanked staff and Hughson Police Services for their continued hard work.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

10. ADJOURNMENT:

STRAIN/CROOKER 4-0-0-0 motion passes to adjourn the regular meeting of September 11, 2023, at 6:42 PM with the following roll call vote:

CROOKER	RUSH	STRAIN	CARR
AYE	AYE	AYE	AYE

APPROVED:

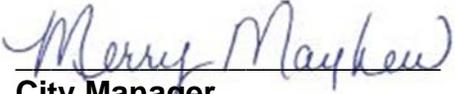
GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk



CITY COUNCIL AGENDA ITEM NO. 4.2 SECTION 3: CONSENT CALENDAR

Meeting Date: October 9, 2023
Subject: Approval of the City Council Minutes
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: 
City Manager

Staff Recommendation:

Approve the Minutes of the Special Meeting of October 2, 2023.

Background and Overview:

The draft minutes of the October 2, 2023 meeting are prepared for the Council's review.



**CITY OF HUGHSON
SPECIAL CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
7018 PINE STREET, HUGHSON, CA**

**MINUTES
MONDAY, OCTOBER 2, 2023 – 6:00 P.M.**

CALL TO ORDER: Mayor George Carr

ROLL CALL:

Present: Mayor George Carr
Councilmember Samuel Rush
Councilmember Randy Crooker
Councilmember Julie Ann Strain

Staff Present: Merry Mayhew, City Manager
Ashton Gose, City Clerk
Andy Pinasco, City Attorney
Tom Terpstra, Deputy City Attorney
Carla Jauregui, Community Development Director
Kim Weimer, Director of Finance
Jose Vasquez, Public Works Superintendent
Sarah Chavarin, Accounting Manager
Neil Raya, Interim Utilities Superintendent
Fidel Landeros, Chief of Police

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

NONE.

2. UNFINISHED BUSINESS:

2.1: Receive and Review Applications and Conduct Interviews of the Applicants for the City Council Vacancy.

City Clerk Gose presented the staff report on this item.

Abel Morin, Alan McFadon, Jill Silva, Susana Vasquez, and Donya Nunes were all interviewed by the City Council for the City Council vacancy.

No action was taken.

2.2: Appoint a Qualified Candidate to Fill the City Council Vacancy.

City Clerk Gose presented the staff report on this item.

Mayor Carr opened public comment at 6:47 PM. There was no public comment. Mayor Carr closed public comment at 6:47PM.

City Clerk Gose accepted nominations for the appointment:

**Alan McFadon
Jill Silva
Donya Nunes**

CROOKER/STRAIN 3-1-0-0 motion passes to appoint Alan McFadon to the Hughson City Council, with the following roll call vote:

CROOKER	RUSH	STRAIN	CARR
AYE	NO	AYE	AYE

3. COMMENTS: NONE.

ADJOURNMENT:

The special meeting of October 2, 2023, was adjourned at 7:00 PM.

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk



CITY COUNCIL AGENDA ITEM NO. 4.3 SECTION 4: CONSENT CALENDAR

Meeting Date: October 9, 2023
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Kim Weimer, Director of Finance
Approved By: *Merry Mayhew*
City Manager

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 September 8, 2023, through October 1, 2023.

Fiscal Impact:

There are reductions in various funds for payment of expenses.



Hughson

Check Report

By Check Number

Date Range: 09/08/2023 - 10/01/2023

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						
01603	Amazon Capital Services, Inc.	09/08/2023	Regular	0.00	155.91	57152
176G-6WWF-DW...	Invoice	08/15/2023	Compact Hammer Drill	0.00	92.76	
1KN9-R1NQ-HKNV	Invoice	08/21/2023	MEETING OWL TRIPOD	0.00	155.91	
CM0000185	Credit Memo	08/22/2023	Compact Hammer Drill	0.00	-92.76	
00104	AYERA TECHNOLOGIES INC.	09/08/2023	Regular	0.00	84.00	57153
493240	Invoice	09/01/2023	Service (Blanket)	0.00	84.00	
01830	CivicPlus, LLC	09/08/2023	Regular	0.00	4,100.00	57154
272727	Invoice	09/06/2023	Premium Design, 150 Pages migration	0.00	4,100.00	
01538	Colonial Life	09/08/2023	Regular	0.00	484.42	57155
5405907-0801858	Invoice	08/19/2023	Colonial Life	0.00	484.42	
00463	EXPRESS PERSONNEL SERVICE	09/08/2023	Regular	0.00	1,890.00	57156
29569776	Invoice	08/30/2023	Extra work	0.00	1,050.00	
29569777	Credit Memo	08/30/2023	Extra work	0.00	-210.00	
29588217	Invoice	09/06/2023	Extra work WWTP	0.00	1,050.00	
00464	EZ NETWORK SOLUTIONS	09/08/2023	Regular	0.00	6,122.35	57157
42957	Invoice	08/31/2023	IT SERVICES	0.00	1,107.95	
TS43031	Invoice	09/01/2023	IT SERVICES - SEPTEMBER	0.00	5,014.40	
00498	FRANTZ WHOLESALE NURSERY	09/08/2023	Regular	0.00	50.05	57158
621704	Invoice	09/06/2023	plants senior center	0.00	50.05	
00528	GILTON SOLID WASTE MANAGE	09/08/2023	Regular	0.00	145,547.43	57159
HUGHSS-085	Invoice	08/31/2023	STREET SWEEPING - AUGUST 2023	0.00	1,895.07	
INV0009796	Invoice	09/07/2023	GARBAGE SERVICE- July 2023	0.00	70,566.76	
INV0009797	Invoice	09/07/2023	GARBAGE SERVICE- August 2023	0.00	73,085.60	
00546	GRANITE TELECOMMUNICATION	09/08/2023	Regular	0.00	1,382.05	57160
615258051	Invoice	09/01/2023	PHONES	0.00	1,382.05	
00627	HUGHSON NAPA AUTO & TRUCK	09/08/2023	Regular	0.00	421.79	57161
366687	Invoice	08/01/2023	fleet maintenance (blanket PO)	0.00	39.90	
366713	Invoice	08/01/2023	parts and supplies (blanket PO)	0.00	6.44	
367106	Invoice	08/15/2023	Valve Repair	0.00	73.75	
367195	Invoice	08/09/2023	parts and supplies (blanket PO)	0.00	43.98	
367718	Invoice	08/17/2023	parts and supplies (blanket PO)	0.00	37.81	
367928	Invoice	08/21/2023	parts and supplies (blanket PO)	0.00	42.03	
368104	Invoice	08/22/2023	parts and supplies (blanket PO)	0.00	40.98	
368308	Invoice	08/25/2023	parts and supplies (blanket PO)	0.00	21.54	
368434	Invoice	08/29/2023	Water Parts	0.00	76.55	
368636	Invoice	08/30/2023	parts and supplies (blanket PO)	0.00	38.81	
00677	JORGENSEN & CO.	09/08/2023	Regular	0.00	550.73	57162
6081903	Invoice	09/06/2023	fire alarm repair (senior center)	0.00	550.73	
00682	KAISER FOUNDATION HEALTH	09/08/2023	Regular	0.00	7,117.82	57163
691534679036	Invoice	10/01/2023	MEDICAL SERVICES- OCTOBER	0.00	7,117.82	
00775	MISSION UNIFORM SERVICE	09/08/2023	Regular	0.00	980.77	57164
519805588	Invoice	08/07/2023	uniform service (blanket PO)	0.00	136.69	
519805589	Invoice	08/07/2023	uniform service (blanket PO)	0.00	70.88	
519805590	Invoice	08/07/2023	uniform service (blanket PO)	0.00	65.86	
519846404	Invoice	08/14/2023	uniform service (blanket PO)	0.00	70.04	

Check Report

Date Range: 09/08/2023 - 10/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
519846405	Invoice	08/14/2023	uniform service (blanket PO)	0.00	70.88	
519846407	Invoice	08/14/2023	uniform service (blanket PO)	0.00	65.86	
519889214	Invoice	08/21/2023	uniform service (blanket PO)	0.00	70.04	
519889215	Invoice	08/21/2023	uniform service (blanket PO)	0.00	70.88	
519889216	Invoice	08/21/2023	uniform service (blanket PO)	0.00	65.86	
519891394	Invoice	08/16/2023	uniform service (blanket PO)	0.00	43.50	
519921458	Invoice	08/21/2023	uniform service (blanket PO)	0.00	43.50	
519930593	Invoice	08/28/2023	uniform service (blanket PO)	0.00	70.04	
519930594	Invoice	08/28/2023	uniform service (blanket PO)	0.00	70.88	
519930595	Invoice	08/28/2023	uniform service (blanket PO)	0.00	65.86	
01884	PACIFIC STORAGE COMPANY	09/08/2023	Regular	0.00	66.48	57165
2213393	Invoice	08/31/2023	RECORDS STORAGE - AUGUST	0.00	66.48	
00878	PETTY CASH	09/08/2023	Regular	0.00	138.67	57166
INV0009758	Invoice	09/06/2023	Petty Cash Log July - August 2023	0.00	118.67	
INV0009759	Invoice	09/06/2023	To replenish cash drawer	0.00	20.00	
01885	RecruitGigs	09/08/2023	Regular	0.00	2,100.00	57167
67235	Invoice	09/01/2023	Extra Help - PW	0.00	2,100.00	
00972	SAFE-T-LITE	09/08/2023	Regular	0.00	1,188.82	57168
392785	Invoice	09/06/2023	street sign poles	0.00	732.60	
393071	Invoice	09/05/2023	street signs 5th & 7th	0.00	456.22	
00983	SAUNDERS A/C & HEATING	09/08/2023	Regular	0.00	5,659.68	57169
23112.02	Invoice	08/31/2023	A/C Replacement	0.00	5,456.00	
C1681	Invoice	08/29/2023	WWTP A/C Repair	0.00	203.68	
01040	STANISLAUS COUNTY SHERIFF	09/08/2023	Regular	0.00	5,000.00	57170
2324-HPS	Invoice	08/22/2023	Special Investigations Unit Annual Contrib...	0.00	5,000.00	
01110	TESCO CONTROLS, INC	09/08/2023	Regular	0.00	861.03	57171
0080586-IN	Invoice	08/29/2023	RAS flow meter display	0.00	861.03	
01115	THE HOME DEPOT CRC	09/08/2023	Regular	0.00	526.12	57172
2904900	Invoice	09/05/2023	trencher rental	0.00	464.14	
9023884	Invoice	08/11/2023	parts and supplies (blanket PO)	0.00	61.98	
01144	TROPHY WORKS	09/08/2023	Regular	0.00	27.76	57173
INV0009760	Invoice	08/31/2023	Trophies for 2023 Trunk, Tent and Treat	0.00	27.76	
01638	U.S. Bank National Association	09/08/2023	Regular	0.00	146,889.08	57174
2380526	Invoice	08/30/2023	HUGHSON REFUNDING BONDS 2015 TTE	0.00	146,889.08	
01264	VERIZON WIRELESS	09/08/2023	Regular	0.00	380.10	57175
9942839896	Invoice	09/06/2023	MIFI DEVICES/ CAMERAS	0.00	152.04	
9942839897	Invoice	08/24/2023	MIFI DEVICES/ CAMERAS	0.00	228.06	
01206	WARDEN'S OFFICE	09/08/2023	Regular	0.00	52.84	57176
2102542-0	Invoice	09/06/2023	MISC OFFICE SUPPLIES	0.00	52.84	
01532	Adrian Luna	09/15/2023	Regular	0.00	85.00	57177
INV0009822	Invoice	09/11/2023	Waste Water Re-exam	0.00	85.00	
01673	Alexander Swanton	09/15/2023	Regular	0.00	50.00	57178
INV0009824	Invoice	09/12/2023	Training Class	0.00	50.00	
00049	ALLIED ADMINISTRATORS	09/15/2023	Regular	0.00	2,141.69	57179
INV0009827	Invoice	09/14/2023	DELTA DENTAL	0.00	2,141.69	
01603	Amazon Capital Services, Inc.	09/15/2023	Regular	0.00	23.26	57180
1HTN-JRFM-MG...	Invoice	09/08/2023	Office Supplies	0.00	7.32	
1V7V-YRTR-GXWJ	Invoice	09/07/2023	Office Supplies	0.00	15.94	

Check Report

Date Range: 09/08/2023 - 10/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00094	AT&T MOBILITY	09/15/2023	Regular	0.00	380.50	57181
09102023	Invoice	09/02/2023	PHONES	0.00	380.50	
00104	AYERA TECHNOLOGIES INC.	09/15/2023	Regular	0.00	84.00	57182
484784	Invoice	08/01/2023	Service (Blanket)	0.00	84.00	
00109	BADGER METER, INC	09/15/2023	Regular	0.00	2,294.38	57183
80135571	Invoice	09/14/2023	Meter Services	0.00	2,294.38	
01585	Bay City Equipment Industries Inc	09/15/2023	Regular	0.00	1,737.84	57184
W282849	Invoice	09/14/2023	Gen Set PM	0.00	575.50	
W282858	Invoice	09/12/2023	Gen Set Service	0.00	586.84	
W282859	Invoice	09/14/2023	Gen Set PM	0.00	575.50	
00210	California Building Standards Commission	09/15/2023	Regular	0.00	197.10	57185
INV0009825	Invoice	09/12/2023	Green Building Fee 1st & 2nd QTR	0.00	197.10	
00234	CAROLLO ENGINEERS	09/15/2023	Regular	0.00	2,831.25	57186
FB40796	Invoice	09/06/2023	Sewer System Management	0.00	2,831.25	
00284	CHARTER COMMUNICATION	09/15/2023	Regular	0.00	357.15	57187
170063901090123	Invoice	09/01/2023	IP ADDRESS- PINE ST	0.00	259.38	
170064301090123	Invoice	09/01/2023	IP ADDRESS- 1ST	0.00	97.77	
00305	CITY OF HUGHSON	09/15/2023	Regular	0.00	4,012.89	57188
INV0009826	Invoice	09/14/2023	LLDS & STARN PARK	0.00	4,012.89	
00310	CLARK'S PEST CONTROL	09/15/2023	Regular	0.00	206.00	57189
33975974	Invoice	09/07/2023	PEST CONTROL	0.00	129.00	
33976810	Invoice	09/07/2023	PEST CONTROL	0.00	77.00	
01570	CSG Consultants	09/15/2023	Regular	0.00	2,970.00	57190
52900	Invoice	08/28/2023	In House Building Services	0.00	2,970.00	
00463	EXPRESS PERSONNEL SERVICE	09/15/2023	Regular	0.00	525.00	57191
29620959	Invoice	09/13/2023	Extra work WWTP	0.00	735.00	
29620960	Credit Memo	09/13/2023	Extra work WWTP	0.00	-210.00	
01612	GreatAmerica Financial Svcs.	09/15/2023	Regular	0.00	468.85	57192
34778412	Invoice	08/30/2023	LEASE	0.00	468.85	
00614	HUGHSON FARM SUPPLY	09/15/2023	Regular	0.00	952.08	57193
CM0000187	Credit Memo	08/10/2023	MISC SUPPLIES FOR WWTP	0.00	-2.16	
H466466	Invoice	08/02/2023	supplies/equip repairs (blanket PO)	0.00	8.17	
H466598	Invoice	08/03/2023	supplies/equip repairs (blanket PO)	0.00	6.46	
H466679	Invoice	08/03/2023	supplies/equip repairs (blanket PO)	0.00	20.03	
H467178	Invoice	08/08/2023	supplies/equip repairs (blanket PO)	0.00	38.77	
H467390	Invoice	08/10/2023	Water Supplies (Blanket)	0.00	61.45	
H467533	Invoice	08/11/2023	Water Supplies (Blanket)	0.00	17.41	
H468224	Invoice	08/17/2023	supplies/equip repairs (blanket PO)	0.00	51.35	
H468793	Invoice	08/22/2023	supplies/equip repairs (blanket PO)	0.00	78.47	
H468890	Invoice	08/23/2023	supplies/equip repairs (blanket PO)	0.00	135.89	
H468913	Invoice	08/23/2023	supplies/equip repairs (blanket PO)	0.00	34.66	
H4690000	Invoice	08/24/2023	supplies/equip repairs (blanket PO)	0.00	103.82	
H469167	Invoice	08/25/2023	supplies/equip repairs (blanket PO)	0.00	9.70	
H469168	Invoice	08/25/2023	supplies/equip repairs (blanket PO)	0.00	24.79	
H469201	Invoice	08/25/2023	supplies/equip repairs (blanket PO)	0.00	167.90	
H469374	Invoice	08/28/2023	supplies/equip repairs (blanket PO)	0.00	21.10	
H469535	Invoice	08/29/2023	supplies/equip repairs (blanket PO)	0.00	108.50	
H469536	Invoice	08/29/2023	supplies/equip repairs (blanket PO)	0.00	59.32	
H469814	Invoice	08/31/2023	supplies/equip repairs (blanket PO)	0.00	6.45	
01583	Hunt & Sons, Inc.	09/15/2023	Regular	0.00	3,154.74	57194

Check Report

Date Range: 09/08/2023 - 10/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
614571	Invoice	09/06/2023	unleaded fuel (blanket PO)	0.00	3,154.74	
01069	Jared Steeley Water & Wastewater Management	09/15/2023	Regular	0.00	545.00	57195
9926	Invoice	09/14/2023	water Sampling	0.00	545.00	
01398	Jose Vasquez	09/15/2023	Regular	0.00	15.00	57196
INV0009828	Invoice	09/14/2023	Ripon Management Training	0.00	15.00	
00611	Mid Valley Publications	09/15/2023	Regular	0.00	777.00	57197
341960	Invoice	08/18/2023	LEGAL	0.00	777.00	
00824	NEUMILLER & BEARDSLEE	09/15/2023	Regular	0.00	5,783.39	57198
343976	Invoice	09/01/2023	LEGAL SERVICES	0.00	1,600.00	
343977	Invoice	09/01/2023	LEGAL SERVICES	0.00	1,500.00	
344301	Invoice	09/13/2023	LEGAL SERVICES	0.00	2,683.39	
00855	OPERATING ENGINEERS LOCAL	09/15/2023	Regular	0.00	275.00	57199
9/2023-1	Invoice	09/02/2023	LOCAL UNION DUES #3	0.00	275.00	
00884	PITNEY BOWES	09/15/2023	Regular	0.00	416.22	57200
3106238514	Invoice	08/30/2023	LEASE	0.00	416.22	
00901	PREFERRED ALLIANCE, INC.	09/15/2023	Regular	0.00	96.16	57201
0188796-IN	Invoice	08/31/2023	Monthly Rate Per Participant	0.00	96.16	
01890	Pueblo Hotel Supply	09/15/2023	Regular	0.00	88.51	57202
INV24636	Invoice	09/05/2023	Senior Center Appliances	0.00	88.51	
01885	RecruitGigs	09/15/2023	Regular	0.00	2,100.00	57203
67295	Invoice	09/14/2023	Extra Help - PW	0.00	2,100.00	
01907	Ripon Print Studio	09/15/2023	Regular	0.00	129.30	57204
10739	Invoice	09/08/2023	Trunk or Treat Banner 2023	0.00	129.30	
00966	RUIZ, EDUARDO	09/15/2023	Regular	0.00	24.47	57205
INV0009829	Invoice	09/14/2023	Ripon Management Class	0.00	24.47	
01000	SEEGER'S	09/15/2023	Regular	0.00	226.54	57206
0141980-IN	Invoice	08/31/2023	Business Cards; Plascencia & Cervantez	0.00	226.54	
01009	SHRED-IT USA LLC	09/15/2023	Regular	0.00	191.10	57207
8004646864	Invoice	09/03/2023	Shredding	0.00	191.10	
01073	STILES TRUCK BODY & EQUIP	09/15/2023	Regular	0.00	318.63	57208
69710	Invoice	09/14/2023	UT4 Crane repair	0.00	318.63	
01093	SYNAGRO WEST, LLC	09/15/2023	Regular	0.00	7,490.87	57209
41346	Invoice	09/01/2023	Sludge removal (Blanket)	0.00	7,490.87	
01638	U.S. Bank National Association	09/15/2023	Regular	0.00	2,120.00	57210
7038168	Invoice	08/25/2023	Administration Fees 08/01/23-07/31/24	0.00	2,120.00	
00005	United Site Services of California, Inc.	09/15/2023	Regular	0.00	80.78	57211
114-13684073	Invoice	08/31/2023	Fence Rental	0.00	80.78	
01206	WARDEN'S OFFICE	09/15/2023	Regular	0.00	122.57	57212
2102905-0	Invoice	09/06/2023	MISC OFFICE SUPPLIES	0.00	65.08	
2103020-0	Invoice	09/08/2023	MISC OFFICE SUPPLIES	0.00	57.49	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	09/15/2023	Regular	0.00	40.12	57213
INV0009810	Invoice	09/13/2023	INCOME WITHHOLDING FOR CHILD SUPP...	0.00	40.12	
01817	Black Castle Construction	09/21/2023	Regular	0.00	5,530.00	57214
INV-0417	Invoice	06/30/2023	toilet rental (christian church)	0.00	5,530.00	
01539	Gateway Pacific Contractors, Inc.	09/21/2023	Regular	0.00	2,722.94	57215

Check Report

Date Range: 09/08/2023 - 10/01/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0009860	Invoice	06/30/2023	Escrow No. 02-701782	0.00	2,722.94	
01539	Gateway Pacific Contractors, Inc.	09/21/2023	Regular	0.00	3,313.75	57216
INV0009861	Invoice	06/30/2023	Escrow No. 02-701782	0.00	3,313.75	
01539	Gateway Pacific Contractors, Inc.	09/21/2023	Regular	0.00	114,697.06	57217
21	Invoice	03/31/2023	Well #7 Replacement Phase IV	0.00	62,961.25	
22	Invoice	04/30/2023	Well #7 Replacement Phase IV	0.00	51,735.81	
00744	MAIN STREET DELI & BAKERY	09/25/2023	Regular	0.00	394.20	57218
INV0009862	Invoice	09/25/2023	City hosting RMA Training - Lunch & Drinks	0.00	394.20	
00016	ABS PRESORT	09/27/2023	Regular	0.00	1,091.66	57219
133188	Invoice	09/11/2023	BILL PRINTING- SEPTEMBER	0.00	1,091.66	
01603	Amazon Capital Services, Inc.	09/27/2023	Regular	0.00	528.65	57220
1CKM-M6MJ-6L...	Invoice	09/27/2023	protective sleeves	0.00	28.04	
1DKG-KT6Y-Y9CM	Invoice	09/27/2023	safety glasses	0.00	83.30	
1K4C-HTLH-4VMQ	Invoice	09/27/2023	card reader	0.00	9.70	
1MC9-DTYL-YW...	Invoice	09/27/2023	tree trunk protectors	0.00	28.38	
1PQ1-9T3T-79YD	Invoice	09/27/2023	irrigation controllers	0.00	102.47	
1R4H-Q1QK-3NR1	Invoice	09/27/2023	irrigation controllers	0.00	111.00	
1W79-M4X6-9RK4	Invoice	09/27/2023	safety glasses	0.00	165.76	
01527	AT&T Permit Desk	09/27/2023	Regular	0.00	3,000.00	57221
INV0009863	Invoice	09/25/2023	Deposit refunds	0.00	3,000.00	
01585	Bay City Equipment Industries Inc	09/27/2023	Regular	0.00	1,737.84	57222
W283014	Invoice	09/27/2023	Gen Set PM	0.00	586.84	
W283015	Invoice	09/27/2023	Gen Set PM	0.00	575.50	
W283016	Invoice	09/27/2023	Gen Set	0.00	575.50	
00164	BOVEE ENVIRONMENTAL MANAGEMENT, INC.	09/27/2023	Regular	0.00	650.00	57223
62820	Invoice	09/27/2023	Asbestos Inspection Lebright Concessions	0.00	650.00	
00190	CABRAL'S WELDING	09/27/2023	Regular	0.00	397.09	57224
6242	Invoice	09/25/2023	dump truck hitch repair	0.00	397.09	
00332	CONDOR EARTH TECHNOLOGIES	09/27/2023	Regular	0.00	1,022.25	57225
89661	Invoice	08/31/2023	Ground sampling/ Services (Blanket)	0.00	1,022.25	
01570	CSG Consultants	09/27/2023	Regular	0.00	3,613.50	57226
53100	Invoice	09/15/2023	Professional Services July 29 - August 25, ...	0.00	3,613.50	
00364	CSJVRMA	09/27/2023	Regular	0.00	45,930.00	57227
RMA 2024-0101	Invoice	09/15/2023	2023/2024 2ND Qtr Deposits	0.00	45,930.00	
01912	Dustin Kruger	09/27/2023	Regular	0.00	-700.00	57228
01912	Dustin Kruger	09/27/2023	Regular	0.00	700.00	57228
2023-080	Invoice	09/18/2023	40-hour Backflow Training	0.00	700.00	
00474	FERGUSON ENTERPRISES,INC	09/27/2023	Regular	0.00	397.88	57229
1813448	Invoice	09/12/2023	Mnt. of equipment (Blanket)	0.00	397.88	
00498	FRANTZ WHOLESALE NURSERY	09/27/2023	Regular	0.00	304.53	57230
621937	Invoice	09/25/2023	flowers for sunglow	0.00	304.53	
00914	Harbans Singh ET AL	09/27/2023	Regular	0.00	23.72	57231
1011187	Invoice	09/22/2023	diesel (blanket PO)	0.00	23.72	
00659	J.B. Anderson Land Use Planning	09/27/2023	Regular	0.00	9,810.38	57232
090123HUGH	Invoice	09/01/2023	General Planning Services August 2023	0.00	9,810.38	
01875	LOZANO SMITH ATTORNEY AT LAW	09/27/2023	Regular	0.00	747.50	57233
2198698	Invoice	09/13/2023	Legal Services Through August 31, 2023	0.00	747.50	

Check Report

Date Range: 09/08/2023 - 10/01/2023

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
01911 INV0009865	Matthew Salazar Invoice	09/22/2023	09/27/2023 Refund Damage Deposit	Regular	0.00 0.00	100.00 100.00	57234
01435 005205	North Valley Labor Compliance Services Invoice	09/03/2023	09/27/2023 Phase II, Tank Construction August 2023	Regular	0.00 0.00	150.00 150.00	57235
00884 INV0009875	PITNEY BOWES Invoice	09/26/2023	09/27/2023 POSTAGE	Regular	0.00 0.00	553.70 553.70	57236
00906 103088	PROVOST & PRITCHARD CONSU Invoice	08/29/2023	09/27/2023 Professional Services July 2023	Regular	0.00 0.00	6,980.30 6,980.30	57237
01885 67350 67404	RecruitGigs Invoice Invoice	09/15/2023 09/22/2023	09/27/2023 Extra Help - PW Extra Help - PW	Regular	0.00 0.00 0.00	3,780.00 1,680.00 2,100.00	57238
01493 4280	Salonen Electrical Inc Invoice	09/20/2023	09/27/2023 Hatch Rd-WWTP	Regular	0.00 0.00	1,134.29 1,134.29	57239
01090 2757208	SUTTER HEALTH PLUS Invoice	10/01/2023	09/27/2023 MEDICAL INSURANCE- OCTOBER	Regular	0.00 0.00	16,415.26 16,415.26	57240
01820 I-23-701 I-23-702 I-23-704 I-23-705	Thompson Woolley Builders, Inc Invoice Invoice Invoice Invoice	09/08/2023 09/08/2023 09/25/2023 09/25/2023	09/27/2023 Senior Center Kitchen Remodel Senior Center Exterior Repairs Gutter Replacement at Senior Center Starn Park Patio Frame Painting	Regular	0.00 0.00 0.00 0.00	40,474.18 26,554.18 4,820.00 5,000.00 4,100.00	57241
01149 INV0009874	TURLOCK IRRIGATION DIST. Invoice	09/18/2023	09/27/2023 ELECTRIC	Regular	0.00 0.00	38,780.22 38,780.22	57242
01225 00626170	WILLDAN ENGINEERING Invoice	08/25/2023	09/27/2023 Professional Services Through July 2023	Regular	0.00 0.00	6,463.00 6,463.00	57243
01910 INV0009864	Yuribia Gomez Invoice	09/22/2023	09/27/2023 Refund Damage Deposit	Regular	0.00 0.00	200.00 200.00	57244
01420 INV0009888	CALIFORNIA STATE DISBURSEMENT UNIT Invoice	09/27/2023	09/28/2023 INCOME WITHHOLDING FOR CHILD SUPP...	Regular	0.00 0.00	40.12 40.12	57250

Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	94	0.00	686,774.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-700.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	168	95	0.00	686,074.31

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	94	0.00	686,774.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-700.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	168	95	0.00	686,074.31

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH/CONSOLIDATED CASH	9/2023	686,074.31
			686,074.31



Hughson

Refund Check Register

Refund Check Detail

UBPKT03292 - Refunds 01 UBPKT03288 Disconnect

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-1470-001	OWENS, CYNTHIA	9/28/2023	57245	87.39			87.39	Deposit
13-0220-008	Del Real, Aaron West & Daniel	9/28/2023	57246	134.49			134.49	Generated From Billing
13-0750-008	Marchy, Thomas	9/28/2023	57247	7.41			7.41	Deposit
14-2590-001	CENTENO, MICHAEL & KIM	9/28/2023	57248	134.72			134.72	Deposit
16-0360-002	HOLLCRAFT, MERCEDES	9/28/2023	57249	71.52			71.52	Deposit
Total Refunds: 5			Total Refunded Amount:	435.53				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	435.53
Revenue Total:	435.53

General Ledger Distribution

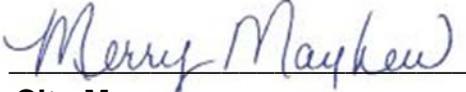
Posting Date: 09/05/2023

Account Number	Account Name	Posting Amount	IFT
Fund: 510 - WATER/SEWER DEPOSIT			
510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-435.53	Yes
510-11040	CUSTOMER CREDITS	435.53	
510 Total:		0.00	
Fund: 999 - POOLED CASH/CONSOLIDATED CASH			
999-10010	CASH IN BANK-MONEY MARKET	-435.53	
999-20000	DUE TO OTHER FUNDS (POOLED CASH)	435.53	Yes
999 Total:		0.00	
Distribution Total:		0.00	



CITY COUNCIL AGENDA ITEM NO. 4.4

SECTION 4: CONSENT CALENDAR

Meeting Date: October 9, 2023
Subject: Approval of the Treasurer's Report for December 2022
Enclosure: Treasurer Report - December 2022
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: 
City Manager

Staff Recommendation:

Approve the City of Hughson Treasurer's Report for December 2022.

Background and Discussion:

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of December 2022, the City of Hughson has a cash and investment balance total of \$30,156,006 with \$2,634,478 invested. All investment actions executed since the last report have been made in full compliance with the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

The Treasurer report for December 2022 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past and present investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Attached is the City of Hughson Treasurer's Report for December 2022, along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submits the following detailed explanation for December 2022:

Water Fixed Asset Replacement Fund:

The Water Fixed Asset Replacement Fund reflects a negative balance of (\$14,311), which is a negative difference of \$1,309,124 from the previous year. Request for reimbursement to the State Water Resources Control Board was not made until February of 2023. Funds were received in June of 2023 bringing this Fund back into the black.

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$619,609), which is a negative difference of \$378,184 from the previous year. A project was paid from this account incorrectly, and a correction will show in the January 2023 Treasurer's Report. The CDBG Street Project Fund currently reflects a negative balance of (\$18,779) reflecting a positive difference of \$36,551 from the previous year. As the City continues to produce transportation projects, these funds will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

Fiscal Impact:

As of December 2022, the City's cash and investments total \$30,156,006. This compares to a December 2021 balance of \$26,741,183 and represents an increase of \$3,414,823.

**City of Hughson
Treasurer's Report
December 2022**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 26,324,730.56	\$ 1,112,746.86	\$ -	\$ 27,437,477.42
Adjustment	\$ 1,077.79	\$ 231.92		
Outstanding Deposits +	\$ 142,517.56	\$ 3,000.00	\$ -	\$ 145,517.56
Outstanding Checks/transfers -	\$ (1,040.83)	\$ (60,426.26)	\$ -	\$ (61,467.09)
ADJUSTED TOTAL	\$ 26,467,285.08	\$ 1,055,552.52	\$ -	\$ 27,521,527.89
Investments: Various				\$ 1,054,487.46
Multi-Bank WWTP				\$ 1,494,374.65
Investments: L.A.I.F.		\$ 42,876.16	\$ 42,739.79	\$ 85,615.95

General Ledger Adjustments

Wages Payable 0.00

TOTAL CASH & INVESTMENTS \$ 30,156,005.95

Books - All Funds	December 2021	December 2022	Difference	% of Variance
100 GENERAL FUND	3595889.35	3500559.41	-95,329.94	-2.65%
105 GENERAL FUND CONTINGENCY RESERVE	1040042.6	1162141.98	122,099.38	11.74%
110 FIXED ASSETS	0	0	0.00	n/a
210 SEWER	3280108.21	3492262.81	212,154.60	6.47%
215 SEWER FIXED ASSET REPLACEMENT	5077401.16	5324488.71	247,087.55	4.87%
220 SEWER DEV IMPACT FEE	-224106.84	385241.05	609,347.89	271.90%
225 WWTP Expansion 2008	242369.98	119582.49	-122,787.49	-50.66%
240 WATER	544805.53	1360003.28	815,197.75	149.63%
245 Water TCP123	2746483.67	3633650.33	887,166.66	32.30%
250 WATER DEV IMPACT FEE	316066.32	522397.95	206,331.63	65.28%
255 Water Fixed Asset Replacement	1294812.88	-14311.04	-1,309,123.92	-101.11%
270 COMMUNITY/SENIOR CENTER	17807.96	22046.16	4,238.20	23.80%
280 U.S.F. Resource Com. Center	518.72	-4348.68	-4,867.40	-938.35%
310 Garbage/Refuse	95532.64	107672.12	12,139.48	12.71%
320 GAS TAX 2103	206868.6	220965.29	14,096.69	6.81%
321 GAS TAX 2105	81886.71	97847.85	15,961.14	19.49%
322 GAS TAX 2106	-8063.23	-25981.61	-17,918.38	-222.22%
323 GAS TAX 2107	46367.8	49675.2	3,307.40	7.13%
324 GAS TAX 2107.5	4172.14	5172.14	1,000.00	23.97%
325 Measure L SALES TAX-ROADS	951952.34	1389976.23	438,023.89	46.01%
326 SB-1 ROADS MAINTENANCE REHABILITATION	380492.09	521890.29	141,398.20	37.16%
340 LANDSCAPE LIGHTING DISTRICT	0	-1145.75	-1,145.75	#DIV/0!
350 BENEFIT ASSESSMENT DISTRICT	0	-126.84	-126.84	#DIV/0!
360 COMMUNITY FACILITIES DISTRICT	7255.15	7255.15	0.00	0.00%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	227243.76	271508.57	44,264.81	19.48%
371 TRENCH CUT FUND	3093.6	222093.6	219,000.00	7079.13%
372 IT RESERVE	113984.33	114695.55	711.22	0.62%
373 SELF-INSURANCE	73303.49	73303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	3509.88	4614.84	1,104.96	31.48%
380 CLAIM ON CASH-CLFR/ARPA	848450.14	1523087.18	674,637.04	79.51%
381 AB109 PUBLIC SAFETY	35722.29	35722.29	0.00	0.00%
382 ASSET FORFEITURE	1660.43	1660.43	0.00	0.00%
383 VEHICLE ABATEMENT	35557.68	42481.02	6,923.34	19.47%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE F	504708.47	458890.45	-45,818.02	-9.08%
385 FEDERAL FUNDED OFFICER FUND	6620	6620	0.00	0.00%
390 98-EDBG-605 BUSINESS ASSISTANCE	93595.6	93595.6	0.00	0.00%
391 96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	228999.04	230428.56	1,429.52	0.62%
393 HOME Program Grant (FTHB)	35043.29	35043.29	0.00	0.00%
394 96-STBG-1013 Grant	211303.04	210766.65	-536.39	-0.25%
395 CALHOME REHAB	40000	40000	0.00	0.00%
410 LOCAL TRANSPORTATION	51671.34	51671.34	0.00	0.00%
415 LOCAL TRANSPORTATION NON MOTORIZED	13219	13219	0.00	0.00%
420 TRANSPORTATION STREET PROJECTS	-241425.15	-619609.05	-378,183.90	-156.65%
425 PUBLIC WORKS STREET PROJECTS-CDBG	-55330.1	-18778.78	36,551.32	66.06%
450 STORM DRAIN DEV IMPACT FEE	728572	845799.45	117,227.45	16.09%
451 PUBLIC FACILITY DEV IMPACT FEE	1635871.1	1739658.67	103,787.57	6.34%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	393129.94	564800.51	171,670.57	43.67%
453 PARK DEV IMPACT FEE	740625.41	844945.32	104,319.91	14.09%
454 PARKLAND IN LIEU	578089.92	661767.23	83,677.31	14.47%
510 WATER/SEWER DEPOSIT	99081.73	104665.75	5,584.02	5.64%
520 RDA SUCCESSOR AGENCY	224177.36	297397.85	73,220.49	32.66%
521 RDA FIXED ASSETS	0	0	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	4022.06	869.14	-3,152.92	n/a
531 LANDSCAPE LIGHTING DISTRICT	52355.46	54332.7	1,977.24	n/a
532 LANDSCAPE LIGHTING DISTRICT	23686.38	21740.96	-1,945.42	n/a
533 LANDSCAPE LIGHTING DISTRICT	36847.35	37888.81	1,041.46	n/a
534 LANDSCAPE LIGHTING DISTRICT	-34633.24	-33194.67	1,438.57	n/a
535 LANDSCAPE LIGHTING DISTRICT	7909.84	4822.99	-3,086.85	n/a
536 LANDSCAPE LIGHTING DISTRICT	23652.77	29819.01	6,166.24	n/a
537 LANDSCAPE LIGHTING DISTRICT	-62902.79	-79045.03	-16,142.24	n/a
538 LANDSCAPE LIGHTING DISTRICT	-37525.04	-51167.16	-13,642.12	n/a
539 LANDSCAPE LIGHTING DISTRICT	26259.09	23786.35	-2,472.74	n/a
540 LANDSCAPE LIGHTING DISTRICT	46185.28	48075.37	1,890.09	n/a
541 LANDSCAPE LIGHTING DISTRICT	27836.54	23789.67	-4,046.87	n/a
542 LANDSCAPE LIGHTING DISTRICT	1186.74	-3480.36	-4,667.10	n/a
543 LANDSCAPE LIGHTING DISTRICT	15173.48	27325.73	12,152.25	n/a
550 BENEFIT ASSESSMENT DISTRICT	68642.24	68622.17	-20.07	n/a
551 BENEFIT ASSESSMENT DISTRICT	9616.46	9332.76	-283.70	n/a
552 BENEFIT ASSESSMENT DISTRICT	128664.65	144191.79	15,527.14	n/a
553 BENEFIT ASSESSMENT DISTRICT	-6189.1	-11717.55	-5,528.45	n/a
554 BENEFIT ASSESSMENT DISTRICT	50667.36	58728.24	8,060.88	n/a
555 BENEFIT ASSESSMENT DISTRICT	13064.7	30814.2	17,749.50	n/a
560 COMMUNITY FACILITIES DISTRICT	17117.67	23104.07	5,986.40	n/a

I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures for the next six months.

Developer Impact Fees ***	3,817,401.69	5,174,351.52	1,356,949.83
TOTAL ALL FUNDS:	26,741,182.70	30,156,005.95	3,414,823.25

Break Down of Impact Fees ***

220 SEWER DEV IMPACT FEE	-224,106.84	\$385,241.05	609,347.89	271.90%
250 WATER DEV IMPACT FEE	316,066.32	\$522,397.95	206,331.63	65.28%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	227,243.76	\$271,508.57	44,264.81	19.48%
450 STORM DRAIN DEV IMPACT FEE	728,572.00	\$845,799.45	117,227.45	16.09%
451 PUBLIC FACILITY DEV IMPACT FEE	1,635,871.10	\$1,739,658.67	103,787.57	6.34%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	393,129.94	\$564,800.51	171,670.57	43.67%
453 PARK DEV IMPACT FEE	740,625.41	\$844,945.32	104,319.91	14.09%
Break Down of Impact Fees ***	3,817,401.69	5,174,351.52	1,356,949.83	35.55%



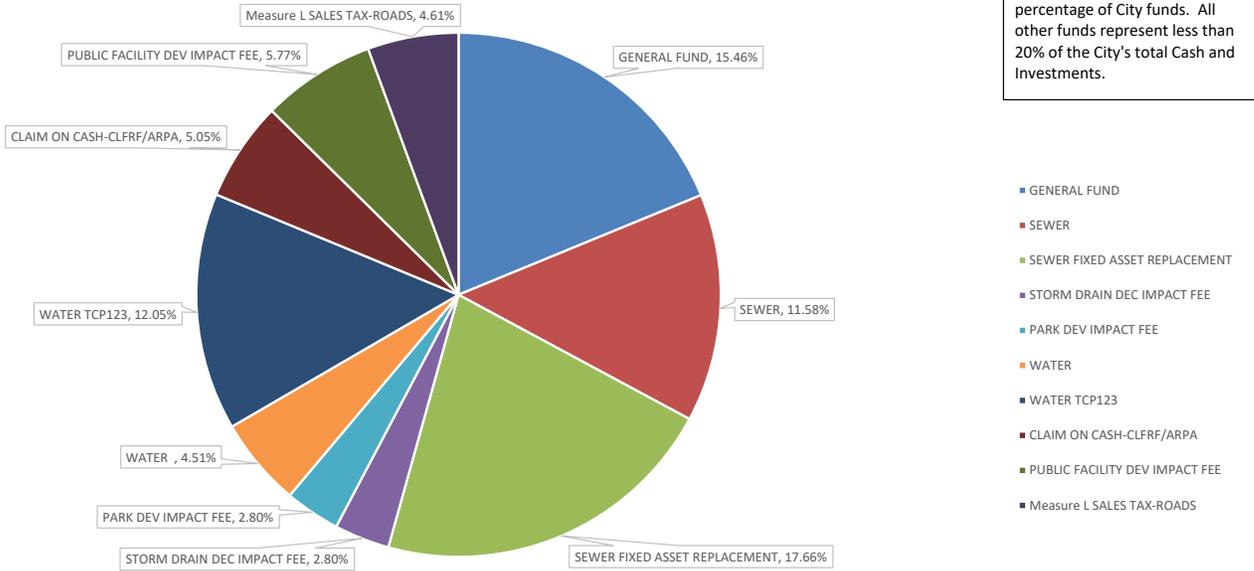
Reviewed By: Sopheap Dong-Carreón

9/6/2023

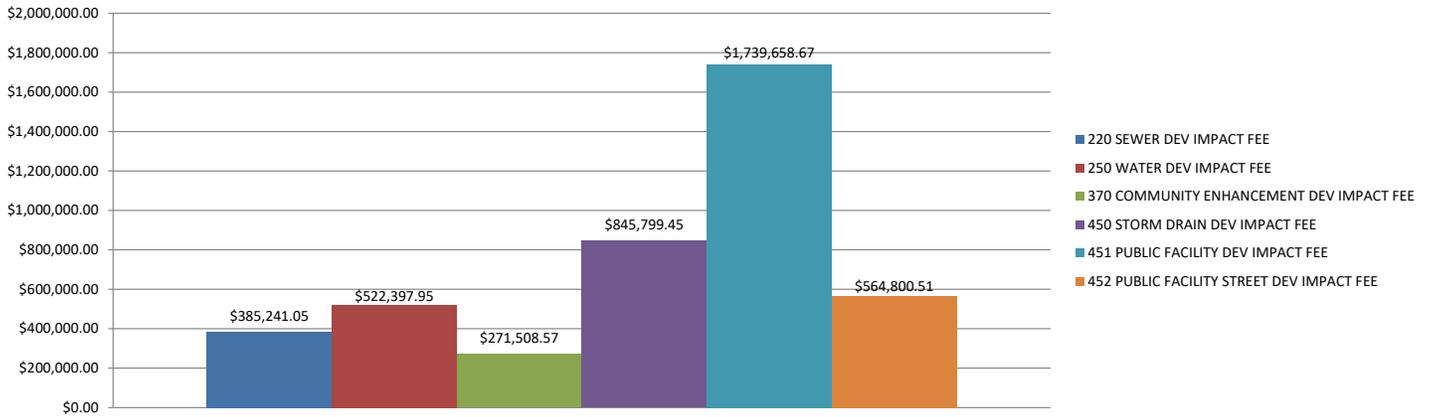
Date

Treasurer's Report - Charts and Graphs December 2022

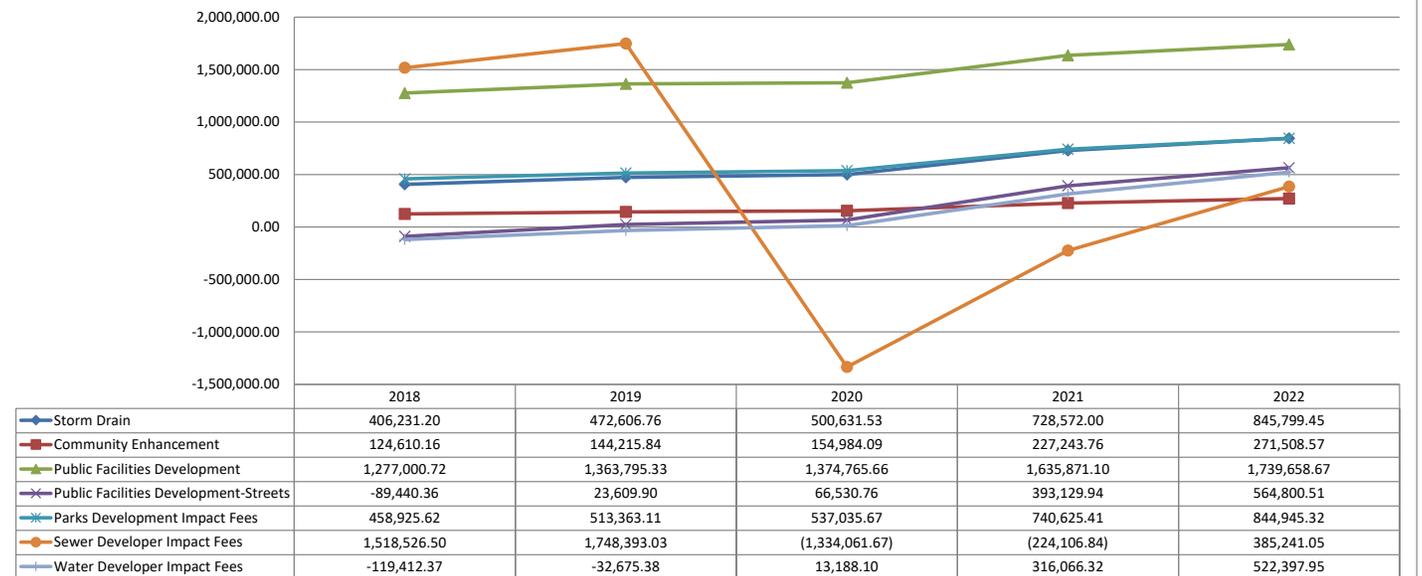
Percentage of Fund - December 2022



December 2022 Breakdown of Developer Impact Fees



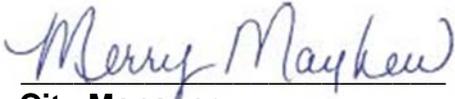
5 Year Trend for Developer Impact Fees for the Month of November





CITY COUNCIL AGENDA ITEM NO. 4.5 SECTION 4: CONSENT CALENDAR

Meeting Date: October 9, 2023
Subject: Approval of the Treasurer's Investment Portfolio Report for December 2022
Enclosure: Portfolio of Investments, December 2022
Presented By: Ashton Gose, Executive Assistant, City Clerk

Approved By: 
City Manager

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Quarterly Investment Portfolio Report for December 2022.

Summary:

The City Treasurer reviews the City's investment practices and approves the quarterly Portfolio of Investments Report. As of December 2022, the City of Hughson's investment total is \$2,634,478 and has a total cash and investment balance of \$30,156,206. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

Discussion:

The Investment Portfolio Report is intended to provide supplementary documentation of the City of Hughson's investment practices. According to the City of Hughson's Investment Policy, the City Treasurer shall submit to the City Council a quarterly investment report containing a complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar values, and the current market values of each component of the portfolio. As per the City's Investment Policy, when dealing with investment activities, the City of Hughson's primary objectives, in order of priority, are safety, liquidity, and return on investments.

The City of Hughson has utilized MBS Account Executive, Michael DeGeeter, as a third-party investor. According to Mr. DeGeeter, a 5-year Certificate of Deposit (CD) laddering approach is utilized for the City's investment practices. This approach

layers various CDs depending on interest rates and timing, which allows for reduced portfolio rates and a continuous stream of maturity dates. Mr. DeGeeter states that this CD approach has always spread positively for the City of Hughson and has had the highest yield of any spread thus far.

Attached is the City of Hughson Treasurer's Investment Portfolio Report for December 2022 along with supplementary graphs depicting the percentage of the City's portfolio of investments. City staff submits the following summary of investments:

Certificates of Deposits

The reported investments in CDs reflect the City's most current balance statement as of December 2022. The two accounts share a combined balance of \$2,548,862, comprising 96.75% of the City's total portfolio of investments. This compares with the balance in September 2022, three months prior, of \$2, 535,298.

L.A.I.F. Investments

The reported Local Agency Investment Fund (L.A.I.F.) investments reflect the City's most current balance statement as of December 2022. The two L.A.I.F. accounts share a combined balance of \$85,616, comprising 3.25% of the City's total portfolio of investments. This compares with the L.A.I.F. accounts balance in September 2022, three months prior, of \$85,326.

Fiscal Impact:

As of December 2022, the total investment balance for the City of Hughson is \$2,634,478 accounting for 8.74% of the City's total cash and investments. Of the amounts invested, 3.25% is invested in L.A.I.F. investments, and 96.75% is invested in Certificates of Deposit. City staff will continue to monitor and report on the City of Hughson's investment practices.

**City of Hughson
Portfolio of Investments
December 2022**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 26,324,730.56	\$ 1,112,746.86	\$ -	\$ 27,437,477.42
Adjustment	\$ 1,077.79	\$ 231.92	\$ -	\$ -
Outstanding Deposits +	\$ 142,517.56	\$ 3,000.00	\$ -	\$ 145,517.56
Outstanding Checks/transfers -	\$ (840.83)	\$ (60,426.26)	\$ -	\$ (61,267.09)
ADJUSTED TOTAL	\$ 26,467,485.08	\$ 1,055,552.52	\$ -	\$ 27,521,727.89
Investments: Various				\$ 1,054,487.46
Multi-Bank WWTP				\$ 1,494,374.65
Investments: L.A.I.F.		\$ 42,876.16	\$ 42,739.79	\$ 85,615.95
General Ledger Adjustments				
Wages Payable				0.00
Total Investments				\$ 2,634,478.06
Total Cash & Investments				\$ 30,156,205.95

All investment actions executed since the last report have been made in full compliance with the Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b)(2) and (3) respectively.

Breakdown of Investments

Investments: Various - ***850									
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued				% of Portfolio
Cash, Money Funds And Bank Deposits:			\$ 7,929.58	\$ 8,568.08	\$ -				0.81%
Total:			\$ 1,042,871.71	\$ 1,054,487.46	\$ -				
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return			% of Portfolio
SALLIE MAE BK SALT LAKE CITY UT	07/14/21-07/14/26	150,000.00	\$88.4130	\$ 132,619.50	\$ 698.63	1.130%			12.58%
American Express Centurion	04/13/22-04/14/25	142,000.00	\$95.7080	\$ 135,905.36	\$ 799.09	2.710%			12.89%
BMO HARRIS Chicago	9/28/20-3/28/25	175,000.00	\$91.3170	\$ 159,804.75	\$ 7.19	0.540%			15.15%
MEDALLION BK SAL LAKE	11/18/20-11/18/25	70,000.00	\$89.1310	\$ 62,391.70	\$ 13.71	0.610%			5.92%
TEXAS EXCHANGE BK CROWLEY	11/25/20-11/25/25	55,000.00	\$88.7900	\$ 48,834.50	\$ 5.42	0.670%			4.63%
Corporate Bond	10/30/20-10/30/25	130,000.00	\$87.5420	\$ 113,804.60	\$ 216.67	1.140%			10.79%
UBS BK USA SALT LAKE CITY	09/22/21-09/22/26	136,000.00	\$87.5620	\$ 119,084.32	\$ 31.86	1.080%			11.29%
JP Morgan Chase BK NA Columbus Ohio	11/10/20-11/10/25	250,000.00	\$89.1690	\$ 222,922.50	\$ 174.66	0.560%			21.14%
SALLIE MAE BK SALT LAKE CITY	6/3/2020-6/3/2025	55,000.00	\$91.9130	\$ 50,552.15	\$ 35.86	0.920%			4.79%
Total CDs				\$ 1,045,919.38	\$ 1,983.09				99.19%
Total Investments: Various Holdings				\$ 1,054,487.46	\$ 1,983.09				100.00%
Total Portfolio Investment									40.03%

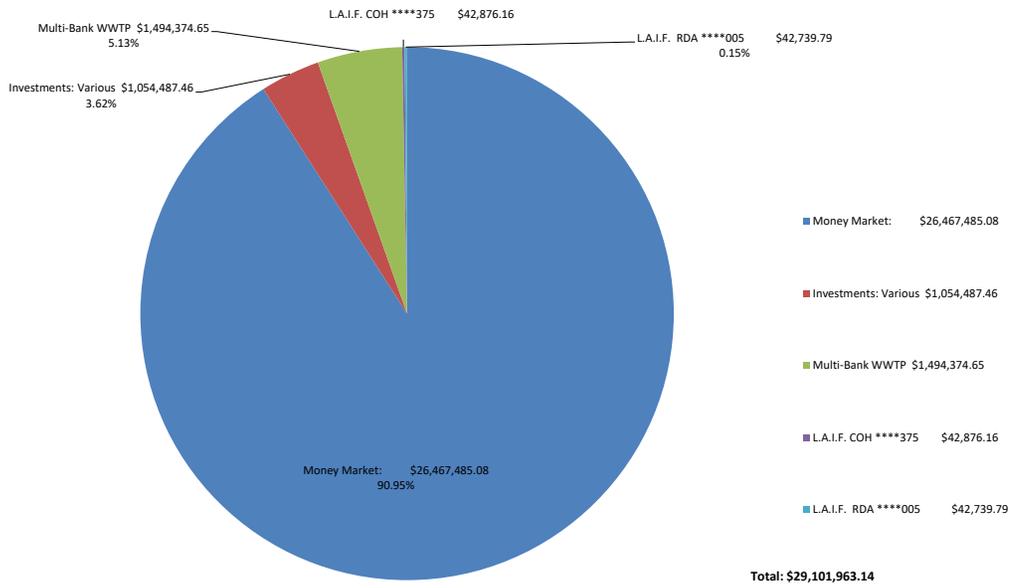
Multi-Bank WWTP - ***934									
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued				% of Portfolio
Cash, Money Funds, and Bank Deposits:			\$11,500.45	\$ 12,415.17	\$ -				0.83%
Total:			\$1,477,317.72	\$ 1,494,374.65	\$ -				
Fixed Income (Certificate of Deposits)	Maturity Dates	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return			% of Portfolio
GOLDMAN SACHS	11/26/21-11/26/24	100,000.00	\$92.1190	\$ 92,119.00	\$ 126.39	1.410%			6.16%
STATE BK INDIA Chicago	7/10/20-7/10/25	98,000.00	\$91.5210	\$ 89,690.58	\$ 467.18	1.090%			6.00%
STATE BK INDIA New York	06/10/20-06/10/2025	125,000.00	\$91.8860	\$ 114,857.50	\$ 75.51	1.140%			7.69%
BMW BK NORTH AMER	8/14/20-08/14/23	55,000.00	\$97.4780	\$ 53,612.90	\$ 62.84	0.300%			3.59%
MEDALLION BK SALT LAKE	11/18/20-11/18/25	125,000.00	\$89.1310	\$ 111,413.75	\$ 24.49	0.610%			7.46%
GOLDMAN SACHS	05/19/21-05/19/26	90,000.00	\$88.4730	\$ 79,625.70	\$ 26.63	1.010%			5.33%
GOLDMAN SACHS	09/09/21-09/09/26	163,000.00	\$88.1310	\$ 143,653.53	\$ 534.55	1.190%			9.61%
AMERANT BK	02/14/22-02/16/27	250,000.00	\$88.8610	\$ 222,152.50	\$ 1,523.29	1.800%			14.87%
American Express	04/13/22-04/14/25	83,000.00	\$95.7080	\$ 79,437.64	\$ 467.07	2.710%			5.32%
TEXAS EXCHANGE	9/11/20-12/11/24	250,000.00	\$92.3640	\$ 230,910.00	\$ 68.49	0.540%			15.45%
SALLIE MAE	7/1/20-7/1/25	98,000.00	\$91.1310	\$ 89,308.38	\$ 393.07	0.870%			5.98%
Corporate Bond	11/18/20-11/18/25	200,000.00	\$87.5890	\$ 175,178.00	\$ 238.89	1.140%			11.72%
Total CDs				\$ 1,481,959.48	\$ 4,008.40				99.17%
Total Multi-Bank WWTP Holdings				\$ 1,494,374.65	\$ 4,008.40				100.00%
Total Portfolio Investment									56.72%

L.A.I.F. Investments						
Account #	Quarter Begin	Quarterly Interest		Interest Rate	Total	% of Investment
		Principal as of September 2022	Earned as of December 2022			
****375 COH	\$	42,730.76	\$ 145.40	0.113%	\$ 42,876.16	50.08%
****005 RDA	\$	42,594.86	\$ 144.93	0.113%	\$ 42,739.79	49.92%
Total L.A.I.F. Investments Holdings					\$ 85,615.95	100.00%
Total Portfolio Investment						3.25%

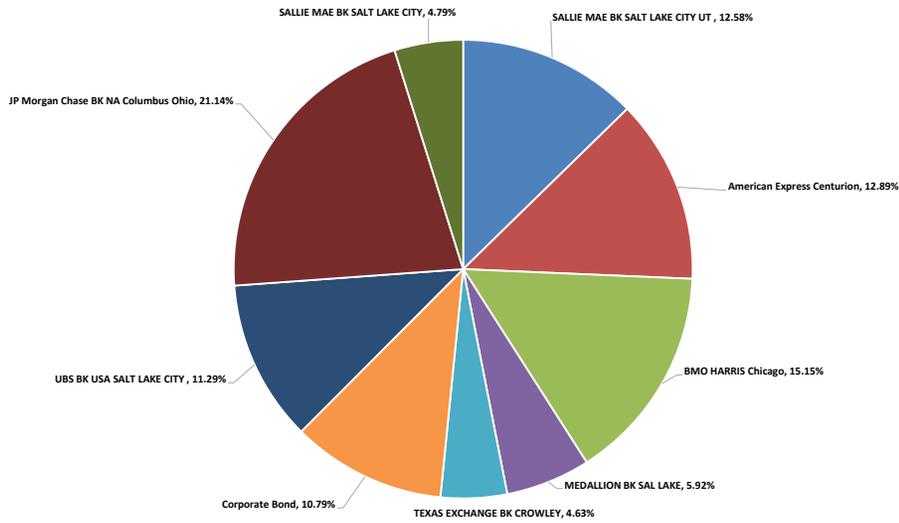
Ashton Gose, City Clerk
Prepared By: _____ Date: 25-Aug-23


Approved By: _____ Date: 9/4/2023

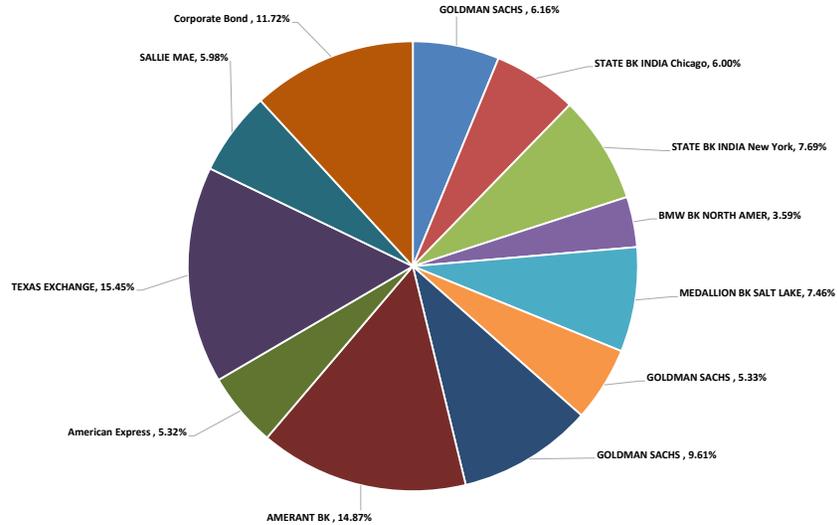
Total Portfolio of Investment (Including Money Market Cash) Dec 2022



Breakdown of Investments: Various - *** 850 Dec 2022



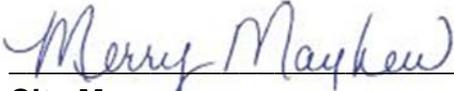
Breakdown of Multi-Bank WWTP - *** 934 Dec 2022





CITY COUNCIL AGENDA ITEM NO. 4.6

SECTION 4: CONSENT CALENDAR

Meeting Date: October 9, 2023
Subject: Adopt Resolution No. 2023-50, Amending the City of Hughson Personnel Manual
Enclosures: Summary of Amendments
Redlined Draft – Personnel Manual
Presented By: Ashton Gose, Executive Assistant/City Clerk
Approved By: 
City Manager

Staff Recommendation:

Adopt Resolution No. 2023-50, approving amendments to the Personnel Manual for employees of the City of Hughson.

Background:

On June 27, 2016, the City Council adopted Resolution No. 2016-22, approving amendments to the City of Hughson Personnel Manual, making it consistent with the current Memorandum of Understanding (MOU).

Prior to June 27, 2016, City Management met with representatives of the Hughson Employee Association and Operating Engineers #3 (OE3) to review the 2016 approved Personnel Manual amendments. At this meeting, OE3 was in agreement with the proposed amendments. It was also agreed that the Personnel Manual needed a complete and thorough review. Since that process was going to take longer than expected, the Personnel Manual approved in 2016 was the first step in the revision process. City staff planned to continue working with the labor negotiating team to bring forth a completely updated Personnel Manual in the near future. The City Attorney had also identified other areas that needed to be reviewed for consistency with Federal and State law and this was also going to be completed in the next iteration of review.

In October 2022, administrative staff, and the City Attorney began an extensive review of the current Personnel Manual and identified several areas in need of revision. A summary of the proposed amendments is attached to this report as "Attachment A – Summary of Amendments".

The redlined version of the Personnel Manual, as well as the Summary of Amendments, was provided to the representatives of the Hughson Employee Association and Operating Engineers #3 (OE3) to review on August 24, 2023. The Union is agreeable with the Personnel Policy proposed changes but ask the City to give the Union an additional Meet and Confer on this Policy one year from adoption to discuss the impact and effects to these proposed changes.

Fiscal Impact:

An estimated total cost of \$10,000 to \$11,250 by the City Attorney was budgeted into the Fiscal Year 2022-2023 Final Budget for this project. The total cost as of the June 2023 (received September 2023) invoice for this project through Neumiller and Beardslee for Fiscal Year 2022-2023 was \$8,825.

Summary of Amendments:

Legal Update: Updating Information Already Listed in the Personnel Manual

Legal Addition: Adding New Information to the Personnel Manual

Practical Update: Staff Recommending Changes to be Consistent with Practice

Section 1: General Provisions

Legal Update:

1.03. Non-Discrimination/Equal Employment Opportunity

1.05. Policy Against Discrimination, Harassment

Legal Addition:

1.04. Reasonable Accommodation Policy

1.06. Abusive Conduct Prevention/Anti-Bullying Policy

1.07. Anti-Harassment Training

Additional Explanation:

1.17 Driving Record

1.19 Safety

Section 2: Definitions

Legal Update:

2.06. Bereavement Leave

2.28. Overtime

2.36. Sick Leave

Legal Addition:

2.33. Retirement

Removal:

2.23 Immediate Family

Section 4: Classification of Personnel

Cleaned Up Wording

Section 5: Employment Categories

Legal Update:

5.04. Part-Time Employees

Section 7: Recruitment Process

Legal Update:

7.04. Examination Process

7.05 Promotional Examinations

7.06.02. Background Checks

7.06.03. Medical Examinations

Practical Update:

7.06.05. Probationary Periods

Additional Explanation:

7.06.05 Probationary Periods – “At-will”

Section 8: Salary and Compensation Plan Administration

Updated to be Consistent with the MOU:

8.03. Administration of Salaries – Longevity Bonus

8.12 Deferred Compensation

Removed, Outlined in the MOU:

8.03. Administration of Salaries – Incentives

Additional Explanation/Clarification:

8.03 Education Pay

8.04 Temporary Employees

8.05 Part-Time Employees

8.07 Clarified Change in pay Following Promotions

Legal Addition:

8.09. Pay for Employees in an “Acting” or “Interim” Capacity

Removed Outdated Information:

8.10 Group Medical Dental Life Insurance Benefits

Section 9: Employment Hours, Leaves, Vacation and Holidays

Legal Addition:

- 9.02. Timekeeping
- 9.04. Lactation Breaks/Accommodation
- 9.06. Make-up Time
- 9.11. Attendance Policy/Unauthorized Leave of Absence
- 9.14. Temporary and Permanent Disability Resulting from Workplace Injuries
- 9.25. Leave For Educational/Daycare Purposes. (Labor Code sections 230.7 and 230.8)
- 9.26. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel. (Labor Code section 230.3 and 230.4)
- 9.27. Voting Time Off. (Elections Code section 14000)
- 9.28. Leave Related To Domestic Violence, Sexual Assault, Stalking, Crimes Involving Physical Injury and Because a Covered Family Member is Deceased Due to Crime. (Labor Code section 230, 230.1)
- 9.29. Crime Victims' Leave. (Labor Code section 230.2)
- 9.30. Leave for Organ and Bone Marrow Donation (Labor Code section 1510)

Legal Update:

- 9.03. Meal and Rest Periods
- 9.07. Compensatory Time Off in Lieu of Overtime
- 9.10. Leave of Absence
- 9.12. Disability Leave for Pregnancy, Childbirth or Related Medical Condition
- 9.13. Temporary Leave of Absence as a Reasonable Accommodation of a Disability
- 9.15. Sick Leave
- 9.16.01. Vacation Leave Accumulation
- 9.18. Bereavement Leave
- 9.20. Family Care and Medical Leave
- 9.24. Military Spouse Leave (Military and Veterans Code section 395.10)

Updated to be Consistent with the MOU:

- 9.05. Overtime
- 9.22. Standby Duty

Section 10: Disciplinary Action

Additional Explanation/Clarification:

- 10.03 Incompetence
- 10.04.01 Notice of Disciplinary Action
- 10.06 Informal (Skelly) Hearing Procedure
- 10.07 Effect of Dismissal

Section 12: Drug Free Workplace

Legal Addition:

- 12.08 Cannabis/Marijuana

Additional Explanation/Clarification:

- 12.12.02 Off-the-Job Conduct
- 12.12.03 Use of Alcohol or Legal Drugs
- 12.16 Drug/Alcohol Testing

Section 14: Telephone and Cellular Phone Use Policy

Updated to Refer to the Approved Administrative Policy

The remainder of the changes are grammatical, and/or spelling, or changes in processes to be consistent with what is being practiced, or conflicts with other approved Administrative Policies.

i.e. City Clerk being changed to Director of Finance and Administrative Services (personnel records) and the location of job postings, etc.

(Modified)



CITY OF HUGHSON PERSONNEL MANUAL

ADOPTED _____, 2023

~~ADOPTED JUNE 27, 2016~~

(RESOLUTION NO. ~~16-22~~ -XX)

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38060-18300-06/27/16

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CITY OF HUGHSON
PERSONNEL POLICY MANUAL

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CITY OF HUGHSON
PERSONNEL POLICY MANUAL
EMPLOYEE ACKNOWLEDGMENT

I have received my copy of the City of Hughson Personnel Policy Manual. I understand that I am responsible for familiarizing myself with information in this manual and understand that it describes the general personnel policies of the City that governs my employment. Since the information, policies, and benefits described in this booklet are necessarily subject to change, I understand and agree that any such changes can be made unilaterally by the City in its sole and absolute discretion, and that material changes will be made known to employees through the usual channels of communication within a reasonable period of time.

Date: _____

Signature: _____

Print Name: _____

CITY OF HUGHSON
PERSONNEL POLICY MANUAL

CITY OF HUGHSON
PERSONNEL POLICY MANUAL

STATEMENT OF PURPOSE

The personnel rules and procedures outlined in this document apply to all employees regardless of union or association affiliation, except as noted herein. The purpose of these rules and procedures is to establish a high degree of understanding, cooperation, efficiency, and unity for employees in the City service, and to establish systematic and uniform procedures for the handling of personnel matters, and to implement the provisions of Hughson Municipal Code § 2.08.070, which state: "The city manager shall have the power and shall be required to appoint, and, when necessary for the good of the service, remove any employee of the City, subject to the personnel rules, except the city attorney, city treasurer, commissioners and elected officials."

The fundamental objectives of this document are to:

1. Maintain and promote economy and efficiency in the City service.
2. Maintain a uniform job classification and a compensation plan based upon the relative duties of each classification.
3. Provide fair and equal opportunity to all persons who apply for City employment through nondiscriminatory and practical methods of selection.
4. Promote high morale among employees by providing good working conditions, opportunity for advancement, consideration for employees' welfare, and a basis for understanding the conditions of City employment.
5. Develop a program of recruitment and advancement that will make City service employment equitable and attractive as a career, and encourage each employee to give his or her best service to the City.
6. Carry out the personnel policies of the City Council.

This Personnel Manual shall not apply to any employees in a represented employee's organization unit to the extent to which this policy is inconsistent with the terms of an agreement or memorandum of understanding covering such employees. If this policy is contrary to or inconsistent with the terms of an agreement or memorandum of understanding, the language in the agreement or memorandum of understanding will control.

CITY OF HUGHSON
PERSONNEL POLICY MANUAL

This Personnel Manual supersedes and replaces all previous personnel policies, practices, and guidelines. The City Council reserves full discretion to add to, modify, or delete provisions of this Personnel Manual, at any time without advance notice.

~~SECTION 1~~ **SECTION 4.**
GENERAL PROVISIONS:

1.01. ~~1.01.~~ Title.

This manual shall be known and may be cited as the "Personnel Manual."

1.02. ~~1.02.~~ Purpose.

The purpose and objectives of the Personnel Manual are described in the Statement of Purpose on page 1.

~~1.03. Non-Discrimination:~~

1.03. Non-Discrimination/Equal Employment Opportunity. The City of Hughson is committed to a policy of equal employment opportunity for applicants and employees. Employment decisions will comply with all applicable laws prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationality Act, the California Fair Employment and Housing Act (California Government Code section 12940), and all applicable ~~Local~~ local, state and federal laws.

Furthermore, the City believes that all persons are entitled to equal employment opportunity and does not unlawfully discriminate against its employees or applicant because of race, ~~religious creed~~, color, national origin, ancestry, citizenship, religion (including religious dress and grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding or related medical condition), gender identity, gender expression, reproductive health decision-making, age, marital status, physical or mental disability, legally protected medical condition, gender, or the pregnancy, childbirth, or related individual condition of a female employee. Equal or information, family status, caregiver status, marital status, domestic partner status, sexual orientation, genetic information, military status, veteran status, or any other basis protected by local, state or federal laws. An equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

1.04. Reasonable Accommodation Policy. To carry out the City of Hughson's commitment to providing equal employment opportunity for, and inclusion of all applicants and employees, the City will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

Reasonable Accommodations Related to Disability and Religion: The City will provide reasonable accommodations for (i) applicants with disabilities and employees with disabilities unless they cause undue hardship or result in a direct threat to the health and safety of others, in accordance with the Americans with Disabilities Act, Fair Employment and Housing Act, and other applicable laws, and (ii) applicants and employees based on their sincerely-held religious beliefs, practices, or observances unless the accommodation would cause undue hardship in accordance with Title VII of the Civil Rights Act, the Fair Employment and Housing Act and other applicable laws. Employees seeking such accommodations should promptly notify the Director of Finance and Administrative Services.

Pregnancy-Related Reasonable Accommodations: The City will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical

conditions, as medically advisable. Such accommodations may consist of: (i) Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations; (ii) A temporary transfer to a less strenuous or less hazardous position if such transfer can be reasonably accommodated, or (iii) a “Pregnancy-Related Disability Leave” if the employee is disabled by pregnancy as described in Section 9.12.

NOTE: Employees seeking accommodation related to lactation, should refer to the separate Lactation Accommodation Policy described in Section 9.04.

Employees seeking a pregnancy-related accommodation, including transfer, under this policy should notify the Director of Finance and Administrative Services. Notice must be timely and provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until thirty (30) days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy, or her coworkers).

1.05. ~~1.04~~ Policy Against Discrimination, Harassment,

and Retaliation. The City of Hughson is committed to providing a work environment that is free of unlawful discrimination, harassment, and retaliation. In keeping with this commitment, the City maintains a strict policy prohibiting unlawful discrimination or harassment, on the basis of race, ~~religious creed~~, color, national origin, ancestry, ~~medical condition (as defined in California Government Code), marital status, age, sexual orientation, the citizenship, religion (including religious dress and grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding or related individual medical condition of a female employee), gender, ~~or identity, gender expression, reproductive health decision-making, age, physical or mental disability, legally protected medical condition or information, family status, caregiver status, marital status, domestic partner status, sexual orientation, genetic information, military status, veteran status, or any other basis protected by local, State or federal laws.~~ The City also prohibits retaliation, including the discharge, expulsion or other adverse acts, against any person because he or she has opposed any unlawful practices or because the person has filed a complaint, testified, or assisted in any investigation of such practices.~~

Unlawful ~~discrimination, harassment of or retaliation against~~ an applicant or employee by a supervisor, management employee or coworker on the bases listed above will not be tolerated. Similarly, the City will not tolerate unlawful conduct by its employees directed toward non-employees with whom the City employees have a business, service, or professional relationship (such as independent contractors, vendors, volunteers, or interns.) The City will also attempt to protect employees from such prohibited conduct by non-employees in the workplace.

Disciplinary action up to and including termination will be taken for behavior described in the following ~~definition of~~ definitions of discrimination and harassment.

Unlawful discrimination, when based on the employee’s protected status described above, includes: refusing to hire or employ a person or to refuse to select the person for a training program leading to employment or to bar or discharge a person from employment or from a training program leading to employment or to discriminate against the person in compensation or

in terms, conditions, or privileges of employment (i.e. benefits, promotions, transfers, disciplinary action, etc.).

~~Harassment~~Unlawful harassment includes, but is not limited to:

1.05.01. A- Verbal Harassment. For example, epithets, derogatory comments or slurs on any of the bases listed above.

1.05.02. B- Physical Harassment. For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on any of the bases listed above.

1.05.03. C- Visual Forms of Harassment. For example, derogatory posters, notices, bulletins, cartoons, or drawings on any of the bases listed above.

1.05.04. D- Sexual Harassment. Unwelcome sexual advances, requests for sexual

favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance, or creates an offensive work environment. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to violate this policy.

~~1.05.05. Many persons are not aware that their behavior is offensive or potentially could constitute harassment~~ Reporting and Investigation Procedure. Any individual (employee or applicant) who believes that he or she has been discriminated against, retaliated against or harassed, on any of the bases listed above, ~~should immediately inform the offender that his or her behavior is unacceptable and should cease. If an employee believes he or she is the subject of harassment and feels threatened or has difficulty expressing disapproval, informal assistance and counseling should be sought from the supervisor and/or Department Head. An individual may seek at his or her own expense advice and counseling outside of the Department (e.g., employee organizations, and community counseling centers). When an individual's effort to resolve a harassment complaint informally does not satisfactorily resolve the situation, or if the individual does not desire to resolve the complaint informally, the individual~~ should file a complaint of the incident and the name(s) of the individual(s) involved to the supervisor and/or Department Head nearest them in the chain of command who is not involved in the harassment.

Supervisors and/or Department Heads shall immediately report any incident of harassment to the City Manager. In the event that the City Manager is the person of whom the complaint is made, the supervisor and/or Department Head shall immediately report any incident of harassment to the Mayor.

Within 24 hours one business day of receiving such a report (or as soon as possible thereafter), the City Manager or the City Manager's designated representative ~~(unless either is the person complained of, in which case the City Manager (or the Mayor if the Mayor is substituted for the City Manager) shall substitute for that person), or an independent investigator~~ shall interview the complainant. ~~The Mayor shall report all complaints of harassment to the City Council in closed session at the next regular meeting, in accordance with the Brown Act.~~ If, in the interviewing party's opinion, there are grounds to investigate further, the interviewing party(ies) shall promptly thereafter interview the person of whom complaint is made, and other persons who may be considered necessary, such as percipient witnesses. If, in the opinion of the investigators, the matter can then be resolved by appropriate warnings, correction action short of the imposition of discipline, or conciliation between the parties, they shall do so.

The interviews and investigations shall be restricted to the harassment issue under investigation; a record, including tape recordings, may be kept, and the City Manager ~~(or Mayor) and City Manager's (or Mayor's)~~ designated representative shall maintain a confidential holding file documenting any investigations made, and the resolutions thereof. Parties interviewed shall not be placed under oath, ~~nor shall they be entitled to~~ and non-union employees may be interviewed without representation ~~during the initial investigation.~~

If the matter cannot be resolved by appropriate warnings, corrective action short of the imposition of discipline or conciliation, and the investigators feel that the imposition of discipline is required, such discipline shall be imposed pursuant to the procedures established in this Personnel Manual.

In the event the imposition of discipline is required, all rights to representation, hearings, and appeal granted by the City's Municipal Code, Personnel Manual, and applicable state or federal law shall be observed.

~~All investigations will remain confidential to the extent allowed by law. At no time will~~

All investigations will remain confidential to the extent allowed by law. The City Manager (or designated representative), will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable and tracking for reasonable progress and timely notification of the results of the investigation. The investigation will be conducted in a fair, timely, and thorough manner (e.g. parties will receive appropriate due process, the City will reach reasonable conclusions based on evidence collected, etc.), but the City may not be able to provide complete confidentiality. Employees making complaints are expected to cooperate fully with the person(s) designed to investigate the complaint.
~~information concerning a complaint be released to anyone not involved with the investigation except that the City Manager (or Mayor, as appropriate) will report to the City Council in closed session the fact of, and the resolution of, any such investigation if allowed to do so pursuant to the Brown Act, and the investigators may consult with the City Attorney as necessary. Such reports as may be required by the Government Code shall be made. The purpose of this provision is to protect the confidentiality of the employee, to encourage the reporting of incidents of harassment, and to protect the reputation of any person wrongfully charged with harassment.~~

There will be no retaliation for the making of a complaint, but the making of a knowingly false complaint of harassment may be grounds for discipline.

All employees, supervisors, and managers shall be sent copies of this Policy and this Policy shall be posted in appropriate places.

~~Harassment~~Discrimination, harassment, and retaliation as defined above, violates Title VII of the Civil Rights Act of 1964, the California ~~Government Code~~Fair Employment and Housing Act, and regulatory guidelines of the Equal Employment Opportunity Commission ("EEOC"), and the California Civil Rights Department ("CRD") (formerly the Department of Fair Employment and Housing-Commission.) In addition to notifying the City about discrimination, harassment or retaliation complaints, affected employees may also direct their complaints to the ~~California Department of Fair Employment and Housing ("DFEH"), which has CRD or EEOC, which have~~ the authority to conduct investigations of the facts. The deadline for filing complaints with the ~~DFEH is one year~~CRD is three years from the date of the alleged unlawful conduct.~~If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You and the deadline to file complaints with the EEOC is three hundred (300) days from the date of the alleged unlawful conduct. Employees~~ can contact ~~the nearest DFEH~~a CRD or EEOC office or the FEHC at the locations listed in the City's ~~DFEH~~CRD/EEOC poster or by checking the ~~state government listing~~State Government listings in the local telephone directory.

Violation of this policy may constitute cause for discipline, up to and including termination.

1.06. Abusive Conduct Prevention/Anti-Bullying Policy. The City also prohibits and will not tolerate any form of workplace bullying by and against the City's employees, supervisors, managers, applicants for employment, and others in the workplace environment, including customers and vendors. Every employee is responsible for maintaining and

contributing to an environment that is free from bullying. All employees (including supervisors and managers) are expected to conduct themselves in a manner that demonstrates professional conduct and mutual respect for others. Supervisors and managers must make every reasonable effort to establish and maintain a workplace free of bullying and abusive conduct.

For purposes of this policy, abusive conduct is conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. However, a single act shall not constitute abusive conduct, unless especially severe and egregious.

This description above is illustrative only and not exhaustive. No form of workplace bullying or abusive conduct will be tolerated.

1.07. Anti-Harassment Training. Every City employee is required to undergo training regarding the prohibition on harassment, discrimination, and retaliation within his or her first six months of assumption to a position and at least once every two years thereafter. Supervisory employees are required to undergo 2-hours of training and all other employees are required to undergo 1-hour of training. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

1.08. ~~1-05-~~Immigration Law Compliance.

The City is committed to full compliance with the federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all newly hired employees must go through this procedure.

1.09. ~~1-06-~~Age Requirements.

The minimum age requirement for regular employment by the City of Hughson is eighteen (18) years of age. Persons younger than eighteen (18), but who are at least sixteen (16) years of age may be eligible to participate in the City's Volunteer and Internship Program. All minors under the age of eighteen (18) must have written approval of a parent and/or guardian to participate in the program.

1.10. ~~1-07-~~Fair Employment Practices.

Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the ~~job-related~~job-related qualifications of applicants. No questions in any tests, or in any application forms, or by any department manager shall be so framed as to attempt to elicit information concerning the prohibited bases of discrimination set forth in Section 1.03 above, or political opinion or affiliation. Nothing herein contained shall be construed to preclude the execution of loyalty oaths as is permitted by law.

1.11. ~~1-08-~~Dissemination of the Personnel Policy.

Copies of the Personnel Policy shall be provided to all employees. Copies shall be on file in the Personnel Department and in each department manager's office. Where departmental rules and regulations are in force, copies of such rules will also be available to employees of that department.

1.12. ~~1.09-~~ City Rights.

The City Manager and other persons such as the City Council may authorize, has the exclusive right, in accordance with applicable laws and regulations, to take certain actions including, but not limited to, the following:

- ~~A.~~ Directing of employees in the performance of their duties;
- ~~B.~~ Hiring, promoting, transferring, classifying, and assigning employees;
- ~~C.~~ Disciplining or dismissing employees;
- ~~D.~~ Determining the City's purpose, budget, and organization; and
- ~~E.~~ Determining and effectuating methods of implementing the foregoing.

1.13. ~~1.10-~~ Personnel Management Responsibilities.

The City Manager is responsible to the City Council, pursuant to the Hughson Municipal Code Section 2.08.070, to appoint, and when necessary for the good of the City, to remove any employee of the City, subject to the Personnel Manual, except the city attorney, city treasurer, commissioners and elected officials.

1.14. ~~1.11-~~ Administration of Rules.

The City Manager, subject to the direction of the City Council, is responsible for the administration of the rules set forth in this Personnel Manual.

1.15. ~~1.12-~~ Delegation Delegability of Powers by the City Manager.

The City Manager, in his or her absence or disability, may delegate any of his or her authority set forth in these rules as he or she may deem appropriate and necessary.

1.16. ~~1.13-~~ Employee Organizations.

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employees organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his or her exercise of these rights.

In the event provisions of these rules contradict those included in a Memorandum of Understanding accepted by the City Council and in effect between the City and formally

recognized employee organizations, the terms of the Memorandum of Understanding shall prevail.

1.17. ~~1.14-~~Driving Record.

The following policy shall be applicable to each City employee. (Refer to section 8.17 for mileage reimbursement for use of personal vehicles for city business.)

The City will obtain a driver's record report from the State Department of Motor

Vehicles for each existing and new employee(s) as driving may be a regular part of every City employee's business duties. The City may from time to time obtain updated reports. Any employee subject to this policy shall cooperate with the City in obtaining such reports.

Each employee ~~subject to this policy~~ shall maintain a safe and careful driving record.

~~This policy is not intended to require that each employee or applicant possess a driver's license.~~

1.18. ~~1.15-~~Employment of Relatives.

Relatives of present employees may be hired by the City only if (1) individuals concerned will not work in a direct supervisory relationship, and (2) the present employee is not in a position classified as "confidential," and (3) the employment will not pose difficulties for supervision, safety, security, or morale. "Relatives" are defined to include spouses, registered domestic partners, children, sisters, brothers, mothers or fathers, or children-in-law, sisters-in-law, mothers-in-law, brothers-in-law, or fathers-in-law.

In the event that a change in status occurs (as by marriage, promotion, job assignment, demotion, adoption) with respect to present employees then the present employees will be permitted to continue employment with the City only if they do not work in a direct supervisory relationship with one another, and neither is in a "confidential" position, and they do not pose difficulties for supervision, security, safety, or morale. If employees whose status changes do work in a direct supervisory relationship with one another, or one is in a confidential position, or the relationship poses difficulties for supervisors, safety, security, or morale, then the City will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the City employment. The decision as to which employee will leave is left solely to the affected employees.

This policy shall be effective for all employees hired after the date of the resolution of the City Council adopting these Rules.

~~1.16. Safety.~~

1.19. Safety. Every employee is responsible for safety. To achieve our goal of providing a completely safe ~~work place~~workplace, everyone must be safety-conscious, ~~and~~ employees are expected to abide by safety policies and practices that are available from each area superintendent or the City Clerk's office. Please report any unsafe or hazardous condition directly to your supervisor immediately. Every effort will be made to remedy problems as quickly as possible.

In case of an accident involving a personal injury, which is work-related, regardless of how serious, please notify your supervisor and the employee performing the Risk Management function immediately. Failure to report accidents can result in a violation of legal requirements, and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, he or she will be entitled to benefits under the Worker's Compensation laws in most cases. The City carries Worker's Compensation insurance

and will assist employees to obtain all benefits to which they are legally entitled.

1.20. ~~1.17.~~ Personnel Records.

The ~~City Clerk~~ Director of Finance and Administrative Services shall maintain ~~a roster card~~ electronic records and personnel files for each employee, showing his or her name, title, department, salary, changes in employment status, leave record, and other pertinent information. Personnel files shall also be maintained for each employee, to include the employment application, copies of personnel actions, accident reports, training courses completed, commendations, reprimands, and other pertinent documents.

All personnel records including applications, examination papers, eligible lists, etc., shall be considered confidential and shall be made available only to the employee or to a department head and concerned; except that an employee may inspect his or her personnel records at reasonable intervals and at reasonable times upon written request. A candidate in an examination may review only his or her own test papers when test material is open for inspection. A candidate shall not have the ability to review any confidential portions of any background investigation in order to maintain the integrity of receiving truthful information from respondents.

All employees, including those on leave of absence, shall keep the Personnel Office informed as to their current home address at all times.

~~SECTION 2~~ **SECTION 2.**
DEFINITIONS.

2.01. ~~2.01.~~ Administrative Leave.

Administrative leave may be provided to management and mid-management employees who do not incur overtime. The amount of time off will be governed by the current memorandum of understanding which is in effect.

2.02. ~~2.02.~~ Allocation.

The official determination of the class to which a position belongs or the approved number of positions in an appropriate class.

2.03. ~~2.03.~~ Anniversary Date.

The date the employee began a current continuous service.

2.04. ~~2.04.~~ Appointing Power.

The officers of the City, who in their individual capacities, or the City Council, have the final authority to make the appointment to the position to be filled.

2.05. ~~2.05.~~ Authorized Position.

A specific work position, within a job classification, which is or may be held by an employee, and has been expressly approved by the City Council by inclusion within the budget.

2.06. ~~2.06.~~ Bereavement Leave.

A period of time allowed with or without pay to a regular employee in the event of death ~~within the immediate family~~ of a family member as defined by applicable law. ([California Government Code section 12945.7](#)).

2.07. ~~2.07-~~ City.

City means the City of Hughson, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said city, or any duly authorized management employee as herein defined.

2.08. ~~2.08-~~ Class.

All positions sufficiently similar in duties, authority, responsibility, and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.

2.09. ~~2.09-~~ Compensation.

The salary, wage allowance and all other forms of valuable consideration earned by or paid to any employee by reason of his service in a position, but not to include any compensation for expenses incurred incidental to employment.

2.10. ~~2.10-Compensation~~ Compensatory Time (Comp. Time).

Accumulated time which an employee can bank in lieu of overtime payment.

2.11. ~~2.11-~~ Continuous Employment.

City employment which is uninterrupted except by authorized absences.

2.12. ~~2.12-~~ Continuous Examination.

An open competitive examination which is administered periodically.

2.13. ~~2.13-~~ Demotion.

A disciplinary change in job classification to a lower salary or salary range.

2.14. ~~2.14-~~ Department.

A major administrative branch of the City, involving a general line of work, with one or more employees under the charge of a designated department head.

2.15. ~~2.15-~~ Disciplinary Action.

The written reprimand, dismissal, demotion, reduction in pay, suspension or termination of an employee for punitive reasons and not for any non-punitive reasons.

2.16. ~~2.16-~~ Dismissal-

or Termination. Involuntary termination of employment with the City.

2.17. ~~2.17-~~ Eligible.

A person who was successful in the examination process.

2.18. ~~2.18.~~ Eligible Applicant Pool.

That list of individuals who have successfully passed all employment tests for an authorized position, but have not been hired.

2.19. ~~2.19.~~ Employee.

A person who is legally occupying a position in City service or who is on an authorized leave of absence from the position. Employees are separated into different employment categories as set forth in Section 5.00 of this Personnel Manual.

2.20. ~~2.20.~~ Employee Organization.

Any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City.

2.21. ~~2.21.~~ Good Standing.

Being currently employed, and not under disciplinary action, by the City.

2.22. ~~2.22.~~ Grievance.

Any good faith or reasonable complaint of one or more employees or a dispute between the City and one or more employees involving the terms and conditions of his or her employment, but not involving imposition of discipline.

~~2.23. Immediate Family:~~

~~The term immediate family is defined as the employee's wife, husband, registered domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, grandparent or grandchild.~~

2.23. ~~2.24.~~ Job Classification.

Descriptive title of a certain type of job performed by a City employee. Inherent in each classification are certain duties, responsibilities, and degrees of authority.

2.24. ~~2.25.~~ Jury Duty.

Time off to serve as required by law on an inquest or trial jury, or to appear in court as a witness.

2.25. ~~2.26.~~ Leave of Absence.

An authorized absence from duty without pay of any regular employee pursuant to Subsection 9.05 of this Personnel Manual.

2.26. ~~2.27.~~ Merit Increase.

A step increase in an employee's designated salary range.

2.27. ~~2.28.~~ Military Leave.

Time off for employees to serve in the armed forces of the federal government, or for military training, or for members of the reserve component of the armed forces who are called to active duty.

~~2.29. Overtime.~~

2.28. Overtime. Hours worked by a non-exempt employee in excess of forty (40) in a workweek. Fair Labor Standards Act, 29 U.S.C section 207(a)(1).

~~Hours worked by an employee in excess of their regular work schedule or shift.~~

2.29. ~~2.30.~~ Performance Evaluation.

A review and evaluation of an employee's performance and capabilities in his or her authorized position by his or her immediate supervisor.

2.30. ~~2.31.~~ Personnel Manual/Rules.

This group of rules and procedures concerning City employment.

2.31. ~~2.32.~~ Personnel Officer.

That person charged with the responsibility and given commensurate authority to enforce these rules and regulations. In the absence of another person so designated, the City Manager is the personnel officer.

2.32. ~~2.33.~~ Probationary Period.

A period to be considered an integral part of the examination process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position, and during which the employee may be terminated with or without cause, and with or without notice.

2.33. Retirement. As used in this manual, the term "retirement" has the same meaning as it is used by the California Public Employees' Retirement System (CalPERS).

2.34. ~~2.34.~~ Salary Range.

Categories which determine the minimum and maximum salary payable for each employment classification.

2.35. ~~2.35.~~ Salary Step.

A level of salary payable in each salary range.

2.36. ~~2.36.~~ Sick Leave.

A paid absence from duty by an employee ~~due to illness~~ for preventative care or the diagnosis, care, or treatment of an existing illness, injury, or medical condition (including doctor's appointments), for the employee or the employee's family member or designated person and for other uses allowed by law. (See California Labor Code section 246.5(a)).

2.37. ~~2.37.~~ Suspension.

The temporary separation from service of an employee, without pay, for disciplinary purposes.

2.38. ~~2.38.~~ Termination.

The conclusion or cessation of employment with the City, whether initiated by the City or the employee.

2.39. ~~2.39-~~ Vacancy.

An unfilled authorized position with the City.

~~SECTION 3~~ **SECTION 3.**
GENERAL INFORMATION OF THE CITY ORGANIZATION.

3.01. ~~3.01-~~ Governing Body.

The City Council, elected to the office by the people, is the governing body of the City of Hughson. It is their duty and responsibility to enact municipal laws and to formulate the general policies of City government for the general welfare of the people. It is also their duty to interpret

these policies when in need of clarification.

3.02. ~~3.02-Administration.~~

The City of Hughson is a general law city and operates under the council-manager form of government. Under this form of government the City Council appoints an administrator of City Government who is referred to as the City Manager. He or she is responsible to the City Council for managing the administrative affairs of the City, and assuring that the City functions properly and in the best interest of the people. He or she is assisted in accomplishing this by working through various department heads and assistant staff.

~~SECTION 4-CLASSIFICATION DESCRIPTION PLAN.~~

SECTION 4
CLASSIFICATION OF PERSONNEL

4.01. ~~4.01-Personnel Organization.~~

The City is organized into several departments. Each department includes one or more job classifications. Each job classification has one or more authorized positions.

~~4.02-Preparation of Plan.~~

4.02. Determination of Personnel Classification. The City Manager or a delegated individual or individuals shall ascertain and record the duties and responsibilities of all positions in the City service, except City Manager, City Treasurer, and City Attorney, and shall recommend a classification ~~plan~~ for such positions.

The ~~classification plan~~ classifications shall consist of classes of positions in the City service defined by class specifications, including the title. The ~~classification plan~~ classifications shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class.

4.03. 4.03-Adoption, Amendment, and Revision of ~~Plan~~ Personnel Classification. The ~~classification plan~~ classifications shall be adopted by the City Council and may be amended from time to time. During the process of consideration, any recognized employee organization affected shall be advised. Amendments and revisions of the plan may be suggested by an interested party, including any recognized employee organization.

4.04. ~~4.04-Allocation of Positions.~~

Following the adoption of the personnel classification ~~plan~~ and after consultation with any recognized employee organization affected, the City Manager shall allocate every position in the ~~City employee~~ City's employ (except City Manager, City Treasurer, and City Attorney) to one of the ~~classes~~ established ~~by the plan~~ classes. The allocation shall be reflected in the City's salary schedule.

4.05. ~~4.05-New Positions.~~

A new position shall not be created and filled until the classification ~~plan~~ has been amended to provide thereof and an appropriate employment list established for such position.

4.06. ~~4.06-Reclassification.~~

Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, may be allocated by the City Manager to a more appropriate class.

~~SECTION 5~~**SECTION 5.**
EMPLOYMENT CATEGORIES.

In order to determine eligibility for various benefits, the following employment categories have been established.

5.01. ~~5.01.~~ Probationary Employees.

Employees are hired by the City on a probationary basis for a period of twelve (12) months for miscellaneous personnel, ~~and twenty-four (24) months for sworn Police personnel~~ for the purpose of assessing their ability to perform assigned tasks. Such employment may be terminated at any time during the probationary period if such action is deemed appropriate by the employee or the City, with or without cause, and with or without notice. The probationary period may be extended by the City, in its sole discretion, if it determines that such an extension is desirable or appropriate, for up to an additional full period. A new probationary period shall commence upon assignment to a different position.

5.02. ~~5.02.~~ Regular Full-Time Employees.

A regular full-time employee is an employee of the City who is regularly assigned to work forty (40) or more hours per week in an authorized position, which position exists continuously, and who has completed his or her probationary period.

5.03. ~~5.03.~~ Temporary Employees.

A temporary employee is any employee who is not a regular employee, as defined in Subsection 5.02 of this Personnel Manual, or a probationary employee, as defined in Subsection 5.01 of this Personnel Manual, or an elected or appointed employee as defined in Subsections 5.05 and 5.06 of this Personnel Manual, or a part-time employee as defined in Subsection 5.04 of this Personnel Manual. Thus, employees who work in a position which exists only seasonally, or employees who hold a job of limited duration arising out of special projects, abnormal ~~work load~~workload, or emergencies (regardless of the number of hours worked) are temporary employees. These employees are not eligible for City provided benefits, except as provided by applicable law. Temporary employees can be terminated with or without notice, and with or without cause, at any time, by the employee or City. An employee will not change from temporary status to another status unless specifically informed of such a change, in writing, by the City Manager, and Section 7 shall apply to such change.

5.04. ~~5.04.~~ Regular Part-Time Employees.

A ~~regular~~ part-time employee is an employee who has been appointed to an authorized position, which position exists continuously, in which the employee will be regularly scheduled to work fewer than 40 hours ~~than an employee appointed per week.~~

~~to a fulltime position.~~ Part-time appointees employees are generally not entitled to the benefits and rights provided in this Personnel Manual unless it is expressly stated or required by law (for example: Paid Sick Leave as provided in section 8.04). However, Part-time employees shall become eligible to receive partial (a pro-rated to amount proportional to employees working 40 hours per week) vacation leave; and holiday pay and sick leave provided that they: (1) have current membership in the Public Employees Retirement System (PERS); (2) that they have

worked twelve consecutive months of regularly scheduled halftime employment ([e.g. 20 hours per week](#)) or more; and [\(3\)](#) that they meet the City of Hughson's requirements for the PERS system.

[5.05](#). ~~5.05~~-Rehired Employees.

Regular employees who are rehired following a break in service in excess of [thirty \(30\)](#) days (other than an approved leave of absence) must serve a new probationary period whether or not such a period was previously completed. Such employees are considered new employees from

the effective date of their reemployment for all purposes, including for purposes of measuring benefits and seniority.

5.06. ~~5.06-~~Emergency Employees.

To meet the immediate requirements of an emergency condition, such as extraordinary fire, flood or earthquake, which threatens public life or property, any legally competent officer or employee, with the approval of the City Manager may employ such persons as may be needed for the duration of the emergency without regard to the rules affecting appointments.

5.07. ~~5.07-~~Appointed Employees.

The City of Hughson has three positions which are filled directly by the City Council, and to which the Personnel rules do not apply. These are the City Manager, City Treasurer, and the City Attorney, who serve solely at the pleasure of the City Council, subject to applicable provisions of law.

SECTION 6 ~~SECTION 6.~~
FAIR LABOR STANDARDS ACT EMPLOYEE CATEGORIES.

6.01. ~~6.01-~~Non-Exempt Personnel.

Non-Exempt personnel include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act (FLSA) or any applicable state laws. Employees in this category are generally entitled to overtime pay for work in excess of forty (40) hours in a work week.

6.02. ~~6.02-~~Exempt Personnel.

This category includes all employees who are classified exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. Such employees include employees who qualify as exempt department managers and mid-management personnel and elected officials.

SECTION 7 ~~SECTION 7.~~
RECRUITMENT PROCESS.

7.01. ~~7.01-~~Announcement.

All recruiting for regular (full-time and part-time) positions shall be conducted in accordance with this Section 7.

All examinations for classes for regular (full-time or part-time) positions in the City service shall be publicized by such methods as the City Manager or his or her designee deems appropriate. Recruiting for temporary employees may be conducted and/or advertised in such manner as the City Manager deems appropriate. Special recruiting may be conducted, if necessary, to ~~insure~~ensure that all segments of the community are aware of the forthcoming examinations. The announcements shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; preparation desirable for the

performance of the work of the class; the manner of making application, the form or forms of examination which may be used, and other pertinent information.

7.02. ~~7.02-~~ Application Forms.

Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians and references. All applications must be signed by the person applying.

7.03. ~~7.03-~~ Disqualification.

The City Manager or his or her designee may reject any application which indicates that the applicant does not possess the minimum qualifications required for the position. Applications may be rejected if the applicant has made any false statement of any material fact or practiced deception or fraud in an application.

7.04. ~~7.04-~~ Examination Process.

The selection techniques used in the examination process shall be impartial and relate to those subjects which fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations shall consist of selection techniques which will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other prescribed training or any combination of these or other tests. The probationary period shall be considered as a portion of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements. No medical or psychological exam or inquiry of an applicant will be conducted before they are extended an employment offer. However, offers may be conditioned on the applicant passing medical or psychological examinations or inquiries used to determine fitness for the job.

7.05. ~~7.05-~~ Promotional Examinations.

Promotional examinations may be conducted whenever the needs of the City require. Promotional examinations may include any of the selection techniques approved by the City. Only regular or probationary employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations.

All job openings shall be posted for a period of sixteen (16) working days on ~~each bulletin board at all work locations~~ the City's website. If applicable, the job posting shall include the name of the validated test(s) to be used.

It is the City's policy to give qualified employees preference ~~over~~ to other applicants when filling vacancies within the organization. However, because of legal requirements and because of the levels of education and other qualifications required for many positions, promotions from within are not always possible. An employee's past performance, qualifications, potential, abilities, and job experiences are important factors that are considered in the selection of employees for promotion. Any employee who meets minimum qualifications for the position is guaranteed entrance to the first examination, written or oral. If all applicants are equal in

qualifications at the final interview stage, then a qualified employee will receive the position in preference to a qualified ~~non-employee~~nonemployee.

7.06. ~~7.06-~~Continuous Examinations.

Open-competitive examinations may be administered periodically for a single class as the needs of the service require. Applications will be kept on file by the department affected, for as long as that department head or the City Manager deems appropriate.

7.06.01. ~~7.07.~~ Notification of Examination Results and Review.

Each candidate of an examination shall be given notice of the results thereof, and if successful, of the final earned score and/or whether or not they have been placed on the employment list.

All candidates shall have the right to inspect their own test answer sheet within five (5) working days after the notifications of examination results have been postmarked. Any error in computation, if called to the attention of the Personnel Department within this period, will be corrected. However, such corrections shall not require invalidation of appointments previously made.

~~7.08. Background Checks.~~

7.06.02. Background Checks. In accordance with applicable law, background checks will also be conducted for all applicant positions prior to appointment, as well as when the City Manager deems appropriate.

The City will not consider an applicant's criminal conviction history until a conditional offer of employment has been extended. After making an offer, the City will conduct a background check, which will include the applicant's criminal history. The City may revoke the offer based on the applicant's criminal history based on an individualized assessment that justifies denial. Applicants will be notified of the City's intent to revoke the offer and the applicant will have a chance to provide additional information in response before the City makes a final decision. This procedure is not applicable to positions where a local, state or federal law or regulation requires the City to reject an applicant based on their criminal history.

7.06.03. ~~7.09.~~ Medical Examinations.

A medical examination, including drug and alcohol testing, at City expense is required before appointment for all city employees. Such medical examination will be required only after ~~an~~ a conditional offer of employment has been made. Such examination shall be performed by a licensed physician of the City's choice and the scope of the examination will be job-related and consistent with business necessity. Documents indicating that the employee has received a medical clearance shall be received by the City Manager and Director of Finance and be made part of his or her personnel file, but all information obtained as a result of the examination shall be kept in a separate file, in accordance with the ~~American~~ Americans with Disabilities Act and state regulations. The City Manager may establish job-related physical standards for each job classification.

Only ~~a~~ conditional appointment will be offered to an applicant who has not yet submitted to an authorized examination. Employment will be contingent on a satisfactory examination. Except in the case of a test for current illegal drug use, any individual who would be disqualified by the results of the exam will be allowed to submit independent medical opinions before a final decision is made.

~~7.10. Appointment.~~

7.06.04. Appointment. The position of City Manager, City Treasurer, and City Attorney shall be filled by City Council appointment. All other positions shall be filled by appointment by the City Manager. All appointments shall be as a regular employee, temporary employee, part-time employee, emergency employee or probationary employee.

7.06.05. ~~7.11.~~ Probationary Periods.

All new employees shall serve a probationary period as outlined in Subsection 5.01 of this manual. The employee ~~will not be eligible to take vacation leave during the first six months of the probationary period. The employee~~ shall be eligible for sick leave benefits as of the date of hire.

The City can extend the duration of the probationary period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate, pursuant to Subsection 5.01. A new probationary period will begin upon assignment of an employee to a new position; if the assignment to the new position is a result of promotion, Section 7.14 will apply. The ~~probationary period does not alter the at-will nature of employment. If an employee is at-will, the employee is not guaranteed to complete the probationary period nor is any length of employment guaranteed by successful completion of the probationary period. The at-will nature of employment remains in effect, meaning that the~~ employment relationship can be terminated by the employee or the City at any time during ~~or after~~ a probationary period with or without cause, and with or without notice, and without compliance with Chapter 10 of this Manual.

7.06.06. ~~7.12.~~ Reports on Probationers.

Department heads shall be responsible for the preparation and submission of performance evaluations as required by the City Manager. The department head shall recommend retention or rejection of the probationer prior to the expiration of the probationary period.

7.06.07. ~~7.13.~~ Release Following Promotion.

An employee released during probationary period following promotion shall be reinstated at his/her former salary step to his/her former position or a position in the class from which he/she was promoted, unless the reason for his/her release is cause for dismissal. "Release" in this section means failure of the probationary period. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he/she has satisfactorily served. If any employee is caused to be released by such action, he/she shall be placed on a reemployment register for the classification from which he/she was released. Any employee who is released during a probationary period following promotion shall retain his/her rights to appeal the dismissal from the City, but not the right to appeal his/her release from the position from which demoted.

~~7.14. Seniority.~~

7.06.08. Seniority. Upon completion of his or her probationary period, an employee's seniority shall be established. The seniority date begins at the original date of hire in a regular position.

~~SECTION 8~~**SECTION 8.**

SALARY AND COMPENSATION PLAN ADMINISTRATION.

8.01. ~~8.01.~~ Salary Ranges.

The City has adopted certain salary ranges for fulltime City employees. These ranges may be changed from time to time by City Council action or in accordance with approved agreements, or memoranda of understanding with recognized employee organizations.

8.02. ~~8.02.~~ Salary Organization.

There shall be a salary range for each authorized position. Each salary range shall include salary steps (A step, B step, C step, D step, and E step) respectively.

8.03. ~~8.03-~~ Administration of Salaries.

~~A-~~ The City has a salary schedule which denotes the steps in the pay ranges of the City salary plan.

~~B-~~ Except as otherwise provided by the City Manager or this manual, employees and candidates shall be employed or appointed at the entry level of the salary range for their particular class. Advancement within a salary range shall not be automatic, but shall be given only upon approval of the City Manager. An employee may be considered for increases in salary according to the following schedule, but all advances or increases will be based on merit and performance:

~~(1)-~~ Step A shall be paid upon initial appointment to City service for a period of six (6) months, except when another step is indicated as the beginning pay step.

~~(2)-~~ After satisfactory completion of at least six (6) months' service at Entry Level, (~~Step~~ step A) employees may be considered for merit increase to B Level.
Employees

appointed at other than Step A may be considered for an increase to the next higher step upon the satisfactory completion of at least twelve (12) months' service.

~~(3).~~ New positions or promotions for any position shall not exceed one step per service year and shall include a complete written personnel evaluation prior to any step increase.

~~(4).~~ Longevity Bonus. A regular employee who has ten (10) years of service with the City of

Hughson shall be eligible for a longevity pay bonus of five percent (5%) ~~above the E step of the range they occupy provided the performance of the employee is job standard. Longevity pay and will receive an additional two and one-half percent (2.5%) bonus 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%) bonus when they have twenty (20) years of service with the City of Hughson.~~

Years of service will 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

Longevity bonuses shall not be considered automatic but will be based upon merit and consistent job standard performance. ~~To receive said pay bonus, the employee shall be evaluated annually by his supervisor, recommended on an annual basis by his or her~~ In addition, longevity pay for management employees is subject to an annual evaluation by their supervisor, and conditioned on the recommendation of the management employee's Department Head and approved approval by the City Manager ~~in an effort to maintain the longevity pay status.~~

INCENTIVE PAY

~~The following incentives~~Incentives are available to employees within this bargaining unit. ~~Those employees who are required through their job description to maintain a listed license, certificate or degree are not eligible for that incentive~~These incentives are described in detail in the most recently adopted MOU.

Maintenance Worker Classifications:

In addition, all full and part-time employees, including management, may qualify for a Bilingual Pay incentive, described as follows:

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

Professional and Technical Classifications:

Bilingual Pay (Accounting Technician I/II only):

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

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

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

~~b. An employee who has obtained a Bachelor of Science or Arts Degree shall receive additional compensation of three percent (3%) of base pay.~~

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

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

~~The maximum incentive pay an employee can receive for the combination~~

EDUCATION PAY

~~of qualified certificates and degree is five percent (5%).~~

Full-time employees may also be eligible for increases to their pay based on possessing certain academic degrees or certificates. For more details, please refer to the City's Administrative Policy.

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

8.04. 8.04-Temporary Employees.

The following policies shall be applicable to temporary employees:

~~A.~~ They shall have no right to, or expectation of, reemployment after the term of such temporary employment.

They are not eligible for membership in the current employee union.

~~B.~~ They shall not serve a probationary period.

~~C.~~ They may be terminated at any time, with or without cause, and with or without notice, and without compliance with Chapter 10 of this Manual.

~~D.~~ Their term of employment shall cease when the City Manager determines there is no longer a need for such seasonal or temporary employees.

~~E.~~ They shall receive no employee benefits other than wages, except as provided by law.

8.05. 8.05-Part-Time Employees.

Note the following policies shall apply for part-time employees:

They are not eligible for membership in the current employee union.

~~A.~~ They may become eligible for fulltime employment should a position for which they are qualified becomes open.

~~B.~~ They shall become eligible to receive partial vacation leave granted to full time employees [on a pro-rated basis](#), provided that they have current membership in the Public Retirement System and have worked at least twelve (12) consecutive months of regularly scheduled half time [employment \(e.g. 20 hours per week\)](#).

~~employment.~~

8.06. ~~8.06.~~ Performance Evaluations.

~~A.~~ An employee's supervisor will prepare at least once per year, after probation ends, in writing, a performance evaluation for each regular employee.

~~B.~~ Performance evaluations may also be prepared in the following instances:

~~(1).~~ When an employee has worked an initial six (6) month period in his or her new job position (this applies not only to newly hired employees, but also to employees who have been promoted or otherwise transferred to new job positions);

~~(2).~~ Upon completion of the employee's first twelve (12) months of service following the probationary period and annually thereafter;

~~(3).~~ When an employee is being considered for promotion, transfer, demotion, termination, or when other disciplinary action is being considered.

~~(4).~~ Whenever the employee's supervisor believes there has been a significant change in the employee's performance.

~~(5).~~ All performance evaluations become a permanent part of the employee's personnel file.

~~C.~~ Upon the completion of the performance evaluation, a meeting shall be held between the employee and the supervisor to discuss the employee's performance and to assist in developing the employee's maximum potential within City service.

~~D.~~ Employees receiving less than an overall average rating on their performance evaluation will not be entitled to a merit increase in salary.

8.07. ~~8.07.~~ Change in Pay Following Promotion.

When an employee is promoted, he or she shall normally receive the first step in the salary range for the new position. However, ~~if such step is equal to or less than his or her present salary, or he or she would be eligible for step advancement shortly in his or her previous position, he or she may~~ the first step in the new position does not result in at least a 5% increase (or within six cents (\$.06) of a 5% increase) in salary, the employee will receive the next step in the salary range of the new position ~~which is immediately above his or her present salary.~~ The City may review other factors and make adjustments to ensure that the employee's compensation is consistent with the benefit of being promoted.

8.08. ~~8.08.~~ Re-Classification Change in Pay.

A reclassification study and change reflect an equity adjustment based on the assigned duties and responsibilities of the position. When a position is reallocated to a classification with a higher pay range, and the incumbent employee retains the position, the employee will retain the same step assignment and his accrued time-in-step. No minimum salary adjustments will be applied. When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while he continues to occupy the position. If his

current salary rate exceeds the maximum step of the new range, his salary shall be frozen at its current level. When the incumbent leaves the position, his replacement may be hired at the beginning rate; rate will normally be the beginning rate, but is negotiable.

8.09. ~~8.09.~~ Pay for Employees in an “Acting” or “Interim” Capacity.

Employees in an “Acting” Capacity. Any employee who is formally assigned to and performs the duties of a higher level

position on an “acting” basis for longer than thirty (30) continuous work days shall, commencing with the sixth (6) work day of such assignment, receive the first salary step of the assigned position to continue for so long as he performs the duties of the higher classification.

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

Any employee serving in an acting capacity whose compensation at their regular position is greater than the first salary step of the acting position, 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.

Employees in an “Interim” Capacity. An employee who is temporarily assigned to a position that is out of class (i.e. to a position that is not covered by the MOU) will be paid based on the classification of their interim position. Accordingly, an employee who is appointed to a management position on an “interim” basis is considered exempt and not eligible for overtime or standby time.

8.10. ~~8.10~~-Employee Benefits.

The City provides certain benefits for its employees, depending on employee categories. The details of such benefits are set forth in the current City Council Resolution. 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.

8.10.01. ~~A~~ 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 immediately.

8.10.02. ~~B~~ 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 coverage is waived by the employee. The City pays the cost for employee group insurance coverage as established by City Council resolution.

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

~~City and employee will share equally in the cost of any excess above these maximum thresholds:~~

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

~~Single Employee \$7,836 (includes \$3,000 HSA Contribution)~~

~~Employee and Spouse: \$15,600 (includes \$6,000 HSA Contribution)~~

~~Employee and Child: \$15,144 (includes \$6,000 HSA Contribution)~~
~~Family: \$21,348 (Include \$6,000 HSA Contribution)~~

~~8.10.03. C~~ Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their dependents are entitled to a continuation option of group health plan benefits coverage at group rates plus costs to the City on the occurrence of certain qualifying events such as termination and retirement.

~~8.11. 8.11.~~ Retirement Plan.

The City's retirement program through the Public Employee's Retirement System is available to employees as provided in the contract between the City and PERS. ~~Retirement~~ Generally, retirement for employees covered hereunder shall be 2.7% at 55 for ~~current~~ classic members and 2.0% at 62 for new members under the California Public Employee Retirement System.

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

~~Annual PERS employee share contribution (Current members):~~

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

For further information, please contact the ~~Personnel Department~~ Human Resources.

~~8.12. 8.12.~~ Deferred Compensation.

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 an employee participating in the deferred compensation program, the City shall pay into deferred compensation in a dollar for dollar match up to a maximum of Twenty Five Dollars (\$25.00) per month.~~

For an employee ~~with a management classification~~ participating in the deferred compensation program, the City shall pay into deferred compensation in a dollar for dollar match up to a maximum of Fifty ~~Dollars~~ dollars (\$50.00) per month, or as listed in the applicable MOU and approved by City Council.

~~8.13. Credit Union Program.~~

~~The City offers to all employees, whether regular, temporary or part time, a volunteer payroll deduction to be placed in the Credit Union Program. Brochures explaining this benefit are in the employment package.~~

8.13. ~~8.14.~~ Unemployment Insurance.

Unemployment insurance is provided in accordance with current state and federal laws.

8.14. ~~8.15.~~ Damaged Clothing Reimbursement.

The City will reimburse any employee for the accidental destruction of, or damage to, personal clothing when used on the job. Reimbursement shall be based on the cost of repair, as approved by the City Manager through a reimbursement claim form, but if the damage cannot be repaired then reimbursement shall be based on the article's market value.

8.15. ~~8.16.~~ Mileage Reimbursement.

Reimbursement shall be made in accordance with the City's adopted travel policy, except that notwithstanding the travel policy, prior to use of the personal vehicle, the employee must meet the standards and present evidence of coverage as set forth in the Central San Joaquin Valley Risk Management Authority Pooled Liability Program Master Plan, Section 2B, and the requirements of that Policy and Procedure.

If an employee is involved in an accident while using their personal vehicle for City business, the employee's insurance will be liable. The use of City vehicles in lieu of personal vehicles is strongly encouraged.

8.16. ~~8.17.~~ Uniform Allowance.

The City will provide uniforms and laundering thereof for each Public Works Department employee and said employees shall wear the uniforms on the job.

8.17. ~~8.18.~~ 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. 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 9~~ **SECTION 9.**

EMPLOYMENT HOURS, LEAVES, VACATION, AND HOLIDAYS;

9.01. ~~9.01.~~ Hours of Work.

City Administration hours are generally from 8:00 A.M. to 5:00 P.M., Monday through Friday. Work hours for Public Works are generally 7:30 A.M. to 12:00 P.M. and 12:30 P.M. to 4:00 P.M., Monday through Friday. Work hours are subject to change due to various reasons. Administration includes the Office of the City Manager, Finance Department, Planning Department, and the City Clerk's Department. The City Manager or Department Head may vary start and stop times from time to time. The City Manager may allow work at home for ~~Department Heads~~ employees where practical. 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.

9.02. Timekeeping. Employees are expected to be on time daily and remain on the job throughout the regularly scheduled work day.

9.02.01. Nonexempt employees: Nonexempt employees are required to accurately record and save all actual time worked (including the precise time when they begin and end each work day, the precise time they begin and end an unpaid meal or rest break, and the precise time when they begin and end working any overtime hours) on each day that they have any time worked using time cards and the Tyler Self-Service timekeeping system. Nonexempt employees and exempt employees must accurately record and save their absences and use of vacation and sick time using time-cards and the Tyler Self-Service timekeeping system.

Nonexempt employees are prohibited from working “off the clock,” meaning working time that employees do not record as time worked in for payroll purposes. Any non-exempt employee who believes that he or she is expected to or has been asked to work without recording his or her time (“off-the-clock”) must immediately contact a member of management.

9.02.02. Exempt Employees: Exempt employees receive a salary which is intended to compensate them for all hours that they may work for the City. Generally, exempt employees receive their full salary for any workweek in which work is performed. However, by law, exempt employee salaries are subject to certain deductions and the City may reduce an exempt employee’s salary for the following reasons in a workweek in which work was performed:

- Deductions for full-day absences due to personal reasons, including vacation;
- Deductions for full-day absences for sickness or disability, pursuant to the City’s sick leave policy;
- Deductions for full-day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others);
- Deductions for Family and Medical Leave absences (full or partial day);
- Deductions to offset amounts received as payment for jury and witness fees or military pay;
- Deductions for unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules as set forth in this handbook;
- Deductions for the first or last week of employment when the employee works less than a full week.

Specific types of deductions may also be made, such as for the employee’s portion of insurance benefits, state, federal or local taxes, social security, or voluntary deductions. However, in any workweek in which the exempt employee performs any work, salary will not be reduced if:

- The absence is for a partial day for personal reasons, sickness or disability;
- The absence is because the facility is closed on a scheduled workday;
- The absence is for jury duty, attendance as a witness, or military leave in any week in which the employee performs work.

Exempt employees are required to use accrued vacation or sick leave for full or partial day absences for personal reasons, sickness, or disability. Salary will not be reduced for partial day absences if the employee does not have sufficient time off. However, the employee may be subject to discipline for poor attendance.

All employees (exempt and non-exempt) must complete their own timekeeping records, as described above. Time worked and absences may not be recorded by another person on behalf

of an employee. Any changes made to an already-submitted timesheet must have a documented reason and must be approved by both the employee and the supervisor. Only an employee's direct supervisor or the [City Manager] can make adjustments to timekeeping records, and only after any such changes have been authorized by the employee in writing.

Falsifying time records is a breach of City policy and can be grounds for disciplinary action, up to and including an unpaid suspension or discharge.

9.03. Meal and Rest Periods. Employees shall have an unpaid one (1) hour ~~lunch~~ meal period. Public Works employees shall have a thirty (30) minute lunch break. Employees shall have two fifteen (15) minute break periods, one in the morning and one in the afternoon. Employees should not combine their rest breaks with their meal periods or skip breaks to leave work early. The scheduling and timing of all meal and rest periods will be approved by the Department Head or City Manager.

9.02. Overtime-

9.04. Lactation Breaks/Accommodation. Any employee who is nursing an infant child has the right to request a reasonable break each time she needs to express her breast milk (lactation breaks). The lactation break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with an authorized rest period shall be unpaid.

The City shall provide for lactation breaks to be taken at a place other than a bathroom that is in close proximity to the employee's work area, shielded from view and free from intrusion. The break area shall be safe, clean, and free of hazardous materials (as defined in section 6382 of the Labor Code), contain a surface to place a breast pump and personal items, contain a place to sit, and have access to electricity or alternative devices such as extension cords or charging stations needed to operate an electric or battery-powered breast pump.

The City shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If the City cannot provide a refrigerator, it will provide another cooling device suitable for storing milk, such as an employer-provided cooler.

An employee may make a request for a lactation break accommodation to her immediate supervisor. The City will respond to the request. If the City cannot provide break time or a location that complies with the above policy, the City shall provide a written response to the employee. If the City demonstrates that complying with the policy above would create an undue hardship, the City will nevertheless make reasonable efforts to provide an employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private.

An employee who believes their right to a lactation accommodation in accordance with sections 1030 to 1034 of the Labor Code may file a complaint with the Labor Commissioner.

9.05. Overtime. It is the policy of the City to discourage employees from working in excess of their regular schedule. Overtime will be required of any non-exempt 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 and must be authorized in advance except in an emergency.

All non-exempt employees will receive overtime pay at a rate of 1½ times the employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek, or as otherwise stated in the applicable Memorandum of Understanding (MOU).

Unless an applicable MOU provides differently, only hours actually worked are counted to determine an employee's overtime pay. Compensated holidays, sick leave, and vacation, for example, are not hours worked and are therefore not counted in making overtime calculations.

~~Time worked in excess of regularly scheduled work shift shall be compensated at one and one-half (1-½) times the regular rate of pay, or compensatory time off at the rate of one and one-half (1-½) hours credit per hour worked, except that, with the prior concurrence of the employee, time worked in excess of a regularly scheduled work shift within a workweek (defined as the period from midnight on Sunday to midnight on the following Sunday) may be~~

~~offset by reducing a shift within the same workweek by the same number of hours worked in excess of the regularly scheduled work shift, and no overtime shall be incurred unless the total time worked in that workweek is in excess of the total of the regularly scheduled work shifts for that workweek. Overtime is paid in 15-minute increments. It is the policy of the City to discourage employees from working in excess of their regular schedule. Overtime will be required of any employee only when necessary for the protection of persons or property, or in other circumstances when the public interest requires overtime as established by the supervisor. Overtime may be authorized only by designated supervisory personnel.~~

9.06. Make-up Time. Nonexempt employees may request to make up work time missed due to personal obligations on another day in the same workweek. Employees who receive advance approval to make up missed work time may do so only in the same workweek in which the time was missed. Make-up time is paid at the employee's straight-time rate of pay. To qualify, the make-up time must not cause the employee to work over 40 hours in a workweek.

The City does not encourage, discourage, or solicit its employees to use make-up time.

~~9.07. Compensatory Time Off in Lieu of Overtime shall be paid for in accordance with the Federal Fair Labor Standards Act. Compensatory time off~~Time Off ("CTO"), in lieu of overtime pay, will be granted to an employee under specific circumstances with prior non-exempt employees who are regularly scheduled to work no less than 40 hours in a workweek with prior written approval from the Department head or supervisor, in lieu of overtime pay, but in no event, Employees may not accrue more than eighty (80) hours. Compensatory time can be accumulated, and if so, the hours above eighty (80) will be paid at the rate specified by law. Such overtime shall be compensated for on the basis of one and one-half hours off for each hour of overtime worked. of CTO. Any employee who has accrued eighty (80) hours of CTO shall, for any additional overtime hours of work, be paid overtime compensation.

An employee who has accrued CTO and requests to use it shall be permitted by the City to use the time within a reasonable period after making the request if the use of the CTO does not unduly disrupt operations.

If compensation is paid to an employee for accrued CTO, it shall be paid at the employee's regular rate of pay at the time of payment.

Cash out of accumulated ~~balance~~CTO balances will be required ~~upon~~prior to employee promotion out of existing classification and upon termination of employment.

9.08. ~~9.03.~~ Administrative Leave.

It is the policy of the City to allow employees in the management and mid-management categories to receive administrative leave since they do not receive overtime. Management employees employed as of January 1 of each calendar year may receive eighty (80) hours and mid-management personnel may receive forty (40) hours of administrative leave. Certain Mid-Management personnel may be granted additional administrative leave not to exceed eighty (80) hours by the City Manager upon recommendation of the Department Head that such employee(s) are working extraordinary hours beyond that expected by Mid-Management personnel. Balances must be used prior to December 31 of that same calendar year or they will be lost. Administrative leave is not compensable by pay.

New employees, or employees becoming eligible due to a promotion, receive administrative leave on a prorated basis, with seven (7) hours for management personnel and three (3) hours for mid-management personnel granted for each full calendar month remaining in the ~~fi~~sealcalendar year.

For example only, a management employee hired on February 15 would receive ~~28~~seventy (70) hours of administrative leave for that ~~fi~~sealcalendar year.

Administrative leave is not a vested or earned right or form of compensation under this

Personnel Manual, therefore there will not be reimbursement for accrued administrative leave. ~~Administrative leave will~~ The amount of administrative leave granted and the conditions under which it can be taken ~~at~~ are solely within the discretion of the City Manager.

9.09. ~~9.04.~~ Jury Duty and Court Appearances.

This section shall not apply to any employee who is a 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 by law to serve on an inquest or on a jury or grand jury or is subpoenaed as a witness to appear before a court, administrative agency, public body or commission, ~~as required by law,~~ 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 or other expenses.

9.10. ~~9.05.~~ Leave of Absence.

Upon written request and in the sole discretion of the City Manager, a leave of absence without pay may be granted to any regular employee ~~or reserve police officer~~ for a period not to exceed six (6) months for the following reasons:

A- ~~Illness or disability~~ need to attend to a health condition not covered by paid sick leave or Family and Medical Care Leave (e.g. to care for a family member or other person not covered under the applicable leave law), if written confirmation from the employee's physician or other licensed health care practitioner ~~of the illness or disability~~ certifying the medical condition is provided.

~~B.~~ Education or training which will materially benefit City service.

~~C.~~ Other personal reasons that need immediate emergency attention.

The policy set forth in this Subsection 9.05, shall not apply to disability leave for pregnancy, childbirth, or related medical condition, which is set forth within Subsection 9.07 of this Personnel Manual, nor to Family Care and Medical Leave, which is set forth within Subsection 9.15 of this Personnel Manual.

Request for leaves of absence in excess of six months may be considered by the City Manager, who will evaluate potential benefits to the City, and may grant such extended leave of absence, in his or her sole discretion. To the extent that a leave of absence is requested as a reasonable accommodation of a qualified disability, the length of the leave shall be no later than the date the employee becomes capable of performing the essential functions of their position with or without reasonable accommodation. Further employees acknowledge that a disability requiring a leave beyond one (1)-year would create an undue hardship for the City given the City's size, resources, and operational needs.

Requests for leave of absence shall be submitted to the employee's supervisor and referred to City Manager and shall state specifically the reasons for the request, the date when it is desired to begin the leave, and the probable date of return. Upon return from an authorized leave of absence, the employee on leave shall be returned to the position he or she vacated, even

if a replacement has been obtained. However, the City cannot guarantee that the employee's former position or any other position will otherwise be available upon the expiration of the scheduled leave, or if extending the leave in the case of a reasonable accommodation would constitute an undue hardship.

In the event a probationary or regular employee is transferred or promoted on a temporary basis for the duration of a leave of absence, of another employee, such appointment shall have no permanent effect on the status of the employee so promoted or transferred, and he or she shall be returned to his or her prior position and be entitled to all rights and privileges as though he or she had not been temporarily promoted or transferred.

Accumulated sick leave (if the leave of absence is for illness purposes) and/or accumulated annual leave may be used prior to being granted ~~an unpaid~~ leave of absence under this section. Employees shall not accrue annual vacation or sick leave while on ~~an unpaid~~ leave of absence; however, employees returning to work following ~~an unpaid~~ leave of absence shall retain their accumulated time, if not otherwise used. During such unpaid leave of absence, the City shall not pay for Group Medical-Dental-Life-Vision Insurance Benefits (but the employee may pay the full premiums therefore), except that the City shall pay for Group Medical-Dental-Life-Vision Insurance benefits during that period of leave that is provided as a reasonable accommodation of a qualified disability.

~~period of any such leave of absence for which the absent employee shall have been determined to be disabled in accordance with California law.~~

~~The policy set forth in this Subsection 9.05, shall not apply to disability leave for pregnancy, childbirth, or related medical condition, which is set within Subsection 9.07 of this Personnel Manual, nor to Family Care and Medical Leave, which is set forth within Subsection 9.15 of this Personnel Manual.~~

~~9.06. Unauthorized Leave of Absence:~~

9.11. Attendance Policy/Unauthorized Leave of Absence. The City requires regular and punctual attendance from all employees. Employees who are going to be absent for a full or partial workday or late for work must notify [their supervisor/City Manager] as far in advance as possible but at least [1 hour] before the start of the workday. If the absence is due to an emergency or unexpected circumstances, employees must notify their supervisor [and/or City Manager] as soon as possible.

Absences and tardiness will be considered excused if the employee requested the time off in accordance with the City's policies on vacation and/or sick leave, received the required approval for the absence or tardiness, and has enough accrued, but unused, time to cover the absence or tardiness. Absences will also be considered excused if the employee requested the time off in accordance with a City policy permitting a leave of absence, received the required approval for the leave, and is in compliance with the leave policy.

An employee will be considered to have taken an unexcused absence if the employee is absent from work during scheduled work hours without permission, including full- or partial-day absences, late arrivals, and early departures.

Any employee, who is absent for three (3) consecutive working days without being on supervisor approved sick leave, vacation leave, or any other authorized leave of absence shall automatically have resigned his or her employment with the City.

Nothing in this section shall limit the department supervisor's authority to discipline or dismiss an employee due to an unauthorized absence.

An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his or her City employment.

9.12. ~~9.07.~~ Disability Leave for Pregnancy, Childbirth or Related Medical Condition.

An employee is disabled by a pregnancy, childbirth or related medical condition, if in the opinion of her own doctor or other licensed health care practitioner, she is unable because of pregnancy, childbirth or related medical condition, to perform the essential duties of her job or to perform these duties without undue risk to herself or other persons. Accordingly, the City provides leave for the period of actual disability, up to a maximum of four months. Leave may be taken intermittently or on a reduced-hours schedule, as medically advisable.

Procedure for Requesting Leave: Whenever possible, the employee should submit a written request for Pregnancy Disability Leave to the City Manager as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide thirty (30) calendar days' advance notice to the City of the need for Pregnancy Disability Leave. If it is not practicable to give thirty (30) calendar days' advance notice, the employee must notify the City as soon as practicable after she learns of the need for such leave.

If an employee fails to provide the requisite thirty (300 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice.

A request for Pregnancy Disability Leave must be supported by a medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons. Upon the expiration of the time period for the leave estimated by the health care provider, the City may require the employee to provide another medical certification if additional time is requested.

~~For any person who is disabled by pregnancy, childbirth or related medical condition, a leave of absence without pay may be taken, upon the giving of reasonable notice of the date the leave will commence and the estimated duration of any such leave. An employee is not required to provide notice of any intended leave until such time as she can ascertain with reasonable certainty the expected date that any leave will commence. The City will require written confirmation from the employee's physician or other licensed health care practitioner that she is or will be disabled by pregnancy, childbirth or related medical condition. Such leave may extend for up to four (4) months for each pregnancy and need not be taken in one (1) continuous period of time. Any employee may utilize any accrued vacation time or other paid leave, including sick leave, during the otherwise unpaid portion of any pregnancy disability leave. Employees while on pregnancy, childbirth or related medical condition disability leave will not accumulate sick or vacation time during the duration of the leave of absence, except as vacation or sick leave is satisfied. During such leave of absence, the City shall not pay for Group Medical Dental Life-Vision Insurance Benefits, (but the employee may pay the full premium therefore), except that the City shall pay for Group Medical Dental Life-Vision Insurance benefits during that period of any such leave of absence for which the absent employee has been determined to be disabled in accordance with California Unemployment Insurance Code §§ 2601 and following. An employee taking Pregnancy Disability Leave must use any accrued paid sick leave during the leave and may, at her option, use any accrued vacation time during her leave. Except to the extent that paid leave is used during Pregnancy Disability Leave, such leave will be unpaid. The use of paid leave for Pregnancy Disability Leave does not extend the total duration of the leave to which an employee is entitled.~~

During an employee's Pregnancy Disability Leave, the City will continue to pay for the employee's participation in the City's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay any required share of health plan premiums during the leave. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee. In certain circumstances, if the employee fails to return from leave after the leave period expires, the City may recover from the employee the amount of premiums the City paid to maintain coverage.

Employees on Pregnancy Disability Leave will accrue employment benefits such as sick leave, vacation, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Reinstatement After Pregnancy Disability Leave: Unless the City and the employee have already agreed upon the employee's return date, an employee who has taken a Pregnancy Disability Leave must notify the City Manager at least two business days before her scheduled return to work. An employee who timely returns to work at the expiration of her Pregnancy Disability Leave will be reinstated to her former position, or a comparable position whenever possible and consistent with applicable law.

~~Upon return from any pregnancy disability leave~~ Generally, the employee shall be entitled to return to her original job unless the job has ceased to exist for reasons unrelated to her leave or preservation of the job would undermine the City's ability to operate safely and efficiently. If the original job is not available for the reasons specified above, the employee is entitled to return to a substantially similar job, unless there is no substantially similar job available or filling a substantially similar job with the returning employee would substantially undermine the City's ability to operate safely and efficiently.

Each employee who has taken a Pregnancy Disability Leave must be released by her doctor to return to work. The return-to-work release should be in writing and submitted to the City Manager on or before the employee's return.

9.13. ~~9.08. Permanent~~ Temporary Leave of Absence as a Reasonable Accommodation of a Disability.

Employees may take a temporary disability leave of absence if necessary to reasonably accommodate a qualified disability under the Americans with Disabilities Act and/or the California Fair Employment and Housing Act.

The duration of a temporary disability leave under this policy shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.

An employee taking a temporary disability leave must substitute any accrued paid sick leave and vacation for the leave. Otherwise, the leave is unpaid. Group insurance benefits may be continued during temporary disability leaves. However, the cost of such coverage, including the City's premium payment becomes the responsibility of the employee.

Requesting Leave: Unless the circumstances render it impractical, a temporary disability leave must be approved in advance by [the City Manager]. Whenever possible, an employee should submit a written request for temporary disability leave as soon as the employee is aware of the need for such leave. A request for temporary disability leave must be supported by a medical certification from a health care provider containing the following information: (a) the date on which the employee became disabled; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee temporarily is unable to work at all or is unable to perform any one or more of the essential functions of his or her position without undue risk to the employee or to other persons. The certification should also explain what accommodations, if any, will assist the employee to perform essential functions of the employee's position.

Reinstatement after Leave: Each employee who has taken a temporary disability leave must keep the City Manager advised of their status and contact the City Manager at least two weeks before the expiration of the scheduled leave to discuss the employee's return to work. Such employees shall be reinstated in accordance with applicable law and into their former position if staffing requirements permit. The City cannot guarantee that the employer's former position or any other position will be available upon the expiration of the scheduled leave.

Each employee who has taken a temporary disability leave must be released by a doctor to return to work. The release should be in writing and submitted to the City Manager on or before the employee's return date.

9.14. Temporary and Permanent Disability Resulting from Workplace Injuries. If an employee's need for temporary disability leave is due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitutions of paid leave, notice and certification requirements and reinstatement shall be governed by state workers' compensation laws.

~~Medical~~Similarly, medical care and payments for permanent disabilities incurred in the course of employment are prescribed in the Workers' Compensation Act.

~~9.09- 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. Accrued sick leave may be used, up to 48 hours, to attend the illness of a child, parent, spouse or domestic partner of the employee.~~

9.15. Sick Leave. In order to help prevent loss of earnings that may be caused by accident or illness, the City provides paid sick leave as set forth below.

~~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.~~

Eligibility: An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. Employees may use paid sick leave under this policy if they have worked for the City for at least 90 calendar days. Retired annuitants are not eligible for sick leave under this policy. The sick leave, and other benefits of, temporary employees who are under contract with a staffing agency are controlled by the agreement with the agency.

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

Accrual: Eligible full-time employees shall accrue paid sick leave at the rate of eight hours per month, to a maximum of not to exceed 125 working days (1000 hours). Employees who reach the applicable cap will cease to accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to the cap. Paid sick leave not used in a year otherwise carries over from year to year.

Eligible part-time employees and temporary employees who are employed directly with the City do not accrue paid sick leave. Instead, they receive a lump-sum of 24-hours of paid sick leave to use each year. Unused sick leave for these employees does not carry-over from year to year.

Usage: Employees may use accrued paid sick leave for any of the reasons discussed below:

- Paid sick leave may be used for the diagnosis, care (including preventative care), or treatment of an existing illness, injury, or health condition of an employee and the employee's family members or a designated person.
- o For purposes of this policy a "family member" includes the employee's child (regardless of age or dependency status), spouse or domestic partner, parent or guardian, spouse or domestic partner's parent or guardian, grandparent, grandchild, or sibling;

o For purposes of this policy a “designated person” is any person identified by the employee at the time the employee requests sick leave. The City limits the employee to one designated person per 12-month period.

• Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Compensation for Sick Leave: Paid sick leave is paid at the employee’s regular rate of pay for the workweek in which the employee uses paid sick leave. Except as provided below, accrued, unused paid sick leave is not paid out upon termination or resignation. However, an employee who separates from employment and is rehired within one year will have their previously accrued and unused paid sick leave balance reinstated.

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

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

Upon retirement, any employee, with a management classification, having at least ten (10) years continued service with the City of Hughson, having unused accumulated sick leave, shall be paid thereafter in an amount equivalent to fifty percent (50%) of his or her then current daily wage rate for each day of unused sick leave. The employee shall have the option of converting one hundred percent (100%) of unused sick leave to paid medical/dental/vision insurance premiums for coverage offered by the City to current employees. To be eligible for insurance premium payments, the employee must also be eligible for the insurance coverage as provided by the policy between the City and the carrier selected.

The employee shall report sick leave prior to the start of his or her work shift whenever possible and at least within one-half hour after the start of the shift. ~~Police personnel will report sick prior to the start of their assigned shift.~~

If an employee becomes ill while on vacation, his or her period of illness may be charged to sick leave ~~upon presentation of. The employee's supervisor may request a doctor's certificate stating the nature and extent confirming that the employee was unable to work and the expected duration~~ of the

illness before the leave is switched from vacation to sick leave. 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 in accordance with applicable local, state and federal law.

Employees shall, whenever possible, make dental, medical and similar appointments on Saturday, or other non-workday. ~~If this is not possible, sick leave shall be used for these purposes for a minimum period of (1) hour and should not exceed~~ When employees do need to make appointments on a workday, they should schedule their appointments so that their absence is limited to no more than 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 or 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 disability compensation allowance shall be granted for, but not to exceed, one (1) year, for any period of incapacity. In the case of the miscellaneous employee, the first seven (7) days of his absence shall be deemed to be sick leave and shall be paid by the City. Thereafter, the only compensation payable to the miscellaneous employee shall be payable by the insurance carrier under the Workman's Compensation Act. However, sick leave may be used by the employee, in which case the compensation shall be paid over to the City. During the time the City is required to pay and actually pays a public safety employee on disability leave or a miscellaneous employee for sick leave while disabled, the City shall be entitled to receive all payments which otherwise would be payable to such employees for temporary disability or retirement.~~

9.16. 9.10. 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~~department head/supervisor. Regular full-time employees, except as provided in any applicable memorandum of understanding, shall earn annual leave at the following rates (subject to Subsection 9.11 of this Personnel Manual):

- A. ~~Less than five years'~~Date of hire through fifth year of service = 8 hours per month (12 days per year).
- B. ~~After five years'~~Sixth year through tenth year of service = 11.32 hours per month (17 days per year).
- C. ~~After ten years'~~Tenth year through fifteenth year of service = 14 hours per month (21 days per year).
- D. ~~After fifteen years'~~Fifteenth year of service and thereafter = 16 hours per month (24 days per year).

Part-time employees who may become eligible for Vacation Leave will accrue leave at a pro-rated rate of the full-time accruals listed above.

9.16.01. ~~9.11.~~ Vacation Leave Accumulation.

~~In order to give effect to this policy 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 three hundred twenty (320) hours at the beginning of any calendar year.~~

At Maximum Accrual. Employees are encouraged to use their vacation days. Unused vacation days as of the end of the calendar year will carry over to the next calendar year subject to the cap described as follows: Vacation accruals may not exceed three hundred twenty (320) hours. Once this maximum reached, then 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. Vacation accruals are noted on employee paystubs. 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 an 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, and has been asked by the City to defer his or her vacation, he or she shall be paid for the amount of time in excess of the limit at the end of the month, and accrual may thereafter recur. Upon termination, an employee shall be paid for accrued and unused vacation time through their last day worked at their base rate of pay as of the time of separation.

An employee may elect to receive a cash payment for up to a maximum of forty (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 the same fiscal year.

9.12. Holidays.

9.17. Holidays. Where holidays are addressed in an applicable memorandum of understanding, the provisions of the memorandum of understanding shall control. Where not covered in a memorandum of understanding, regular employees shall be entitled to the following holidays with pay:

Two Floating Holidays
New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday

Washington's Birthday
Memorial Day
Independence Day (4th of July)
Labor Day
Veterans Day
Thanksgiving Day (4th Thursday of November)
Day after Thanksgiving Day (4th Friday of November)
~~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 accommodation for the employee to observe the Sabbath if it will not unduly interfere with City operations. Such release time may be charged to administrative leave, compensatory time off, vacation, or leave without pay at the discretion of the employee.

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

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

~~“Holiday Pay” shall be built into police officer’s regular salary and no additional compensation shall be granted, except that police shift personnel who do work on either Thanksgiving Day or Christmas Day shall receive an extra four (4) hours’ pay for each such eight (8) hours worked.~~

Any other employee who might be required to work on any of the above holidays shall be compensated at overtime rates in accordance with Section 9.02 of these rules. If a holiday falls on ~~a non-police personnel~~ an employee’s regular day off, he 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. Floating Holiday time must be used by December 31st of each year and will not be paid out.

~~9.13. Bereavement Leave:~~

9.18. Bereavement Leave. Employees who have been employed for at least 30 days will be eligible for up to five (5) working days of bereavement leave upon the death of a family member. The five days of bereavement leave do not have to be consecutive, but the leave must be completed within three months of the date of death of the family member.

~~Any eligible employee shall be granted bereavement leave with pay as necessary but not to exceed three (3) work days upon the occasion of the death of a close relative. For purposes of this section, close relative shall be those specified in Section 9.09 of these rules as “immediate family”. 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.~~

For purposes of this policy, an employee’s family member means the employee’s spouse, child (meaning biological, adopted, foster, stepchild, legal ward, child of a registered domestic partner, or to whom the employee stands in loco parentis), registered domestic partner, parent (meaning biological, foster, adoptive parent, step-parent, legal guardian, parent-in-law, or other person who stood in loco parentis to the employee as a child), sibling, grandparent, or grandchild. Of the five total days of bereavement leave, three (3) days are with pay, and the remaining two (2) days of leave are unpaid, unless the employee chooses to use accrued sick leave or vacation.

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The City may request documentation of the death of the family member be provided within 30 days of the date the leave is to begin, which be in the form of a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

9.19. ~~9.14.~~ Military Leave.

Leave, reinstatement, pay, and benefits for employees of the City shall be provided in accordance with federal law (38 U.S.C. §§ 2021 and following) and California law (Military and Veterans Code §§ 395 and following).

9.20. ~~9.15.~~ Family Care and Medical Leave.

The City provides family care ~~and medical leave for up to 12 weeks per year in accordance with California's Moore-Brown-Roberti,~~ medical, and military exigency leave under both the California Family Rights Act ~~and the Federal~~ ("CFRA"). Should the City ever employ 50 or more persons, employees would become eligible for benefits under the federal Family and Medical Leave Act of 1993, ~~and disability leave as required to reasonably accommodate~~ ("FMLA"), and military caregiver leave as provided under the FMLA, which leaves may run concurrently. However, at this time because of the City's size, employees are not eligible for FMLA leaves. Distinctions between FMLA and CFRA leaves are noted below.

~~employees with a qualified disability under the Americans with Disabilities Act (“ADA”) or with a workplace injury.~~

Family care, medical and military family leave is provided in accordance with the FMLA and CFRA as noted above. Differences between these two laws by affect any individual employee’s rights to a particular leave. As a result, the policies below generally describe the aggregated leaves available under these laws, but should not be construed as promising specific provisions will apply in any given case nor in all cases. Employees should contact Human Resources after reviewing the general policy provisions stated below to discuss the employee’s specific leave entitlements, and with any related questions.

~~The City also provides up to twelve (12) weeks of family care and medical leave for a qualified exigency, as defined by the Family Medical Leave Act and related regulations, arising when an employee’s spouse, child or parent is on active duty or is notified of an impending order to active duty. Examples of a qualified exigency include attending military ceremonies and attending counseling sessions. In addition, the City provides up to twenty-six (26) weeks of family care and medical leave (Military FMLA leave) to an employee to care for a spouse, child, parent or nearest blood relative who is a service member recovering from a serious illness or injury incurred while on active duty.~~

A. Eligibility:

~~To~~Generally, to be eligible for family care ~~and~~ medical, and military family leave and for military caregiver leave, an employee must:

- (1) ~~(1)~~ have worked for the City for at least twelve ~~(12)~~ months prior to the date on which the leave is to commence; ~~and~~
- (2) ~~(2)~~ have worked at least 1,250 hours in the twelve (12) months preceding the date the leave commences;
- (3) for any leave that qualifies only under the FMLA (and not under the CFRA), work at location with 50 employees or more within a 75-mile radius of the City’s next closest facility. For a leave that qualifies under the CFRA, the employee is eligible if the City directly employs 5 or more persons.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. Employees should refer to the policies specific to those circumstances contained in this Personnel Manual.

B. Permissible Uses of Family Care and Medical Leave:

~~“Family care leave” may be requested for (1) the birth or adoption of an employee’s child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee’s child, spouse, or parent, (4) a qualified exigency, as defined by the Family Medical Leave Act and related regulations, arising when an employee’s spouse, child or parent is on active duty or is notified of an impending order to active duty, or (5) an employee to care for a spouse, child, parent or nearest blood relative who is a service member recovering from a~~

~~serious illness or injury incurred while on active duty. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.~~

~~C. Substitution of Paid Leave for Family Care and Medical Leave.~~

~~"Family care and medical leave" may be requested for the following reasons:~~

- ~~(1) the birth or adoption of an employee's child or the child of the employee's domestic partner, or the placement of a foster child with the employee or with the employees' domestic partner; (i.e. "Baby Bonding") (FMLA and CFRA).~~
- ~~(2) to care for a "family member" with a serious health condition. Under the FMLA and CFRA, a "family member" includes the employee's spouse, child, or parent. Under the CFRA (but not under the FMLA), a "family member" also includes the employee's grandparent, grandchild, sibling, parent-in-law, and domestic partner. Under the CFRA (but not under the FMLA), leave may also be requested to care for a "designated person" with a serious health condition, which is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The City limits employees to one designated person per 12-month period for family care and medical leave.~~
- ~~(3) for an employee's own serious health condition. (FMLA and CFRA)~~

~~Generally, a serious health condition refers to an illness, injury, impairment, or physical or mental condition of an employee or an employee's covered family member that involves inpatient care in a hospital, hospice, or residential health care facility, either overnight or when an overnight stay was reasonably expected (even if it did not occur); subsequent treatment in connection with such inpatient care or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. Subject to certain conditions, "continuing treatment" can exist with incapacity due to pregnancy or with incapacity due to a chronic condition, as well as other conditions.~~

~~"Military exigency leave" (FMLA and CFRA) may be requested when there is a qualifying military exigency arising out of the fact that an employee's spouse, child, or parent (and domestic partner or parent-in-law under the CFRA) is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:~~

- ~~• Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.~~
- ~~• Military events and related activities where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.~~

- Childcare and school activities where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered servicemember's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent servicemember in matters related to military benefits.
- Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered servicemember.
- Rest and recuperation where the employee may take up to fifteen days of leave to spend time with a covered servicemember each time the servicemember is on short-term rest and recuperation leave during the period of deployment.
- Post-deployment activities where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered servicemember.
- Parental leave where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.
- Additional activities where the employee may take leave to address other events that arise out of the call to active duty as the City and the employee may agree as to both timing and duration.

"Military caregiver leave" (FMLA only) may be requested to care for a covered servicemember if the employee is the covered servicemember's spouse, child, parent, or next of kin. For purposes of this leave, a covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

Substitution of Paid Leave: Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care ~~and~~ medical leaves, military exigency leaves and military caregiver leaves. Employees are required to substitute sick leave

only for the employee's own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave.

~~D.~~ Amount of Leave-:

1. Family Care, Medical, and Military Caregiver Leave: Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care ~~and~~ medical leave or 26 weeks for Military FMLA, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences. ~~Parents,~~ unless more time is required by law.

~~Employees who are both employed by the City may take a maximum combined total of 12 weeks of family care leave in a 12-month period~~ unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of their child must be concluded within one year of the birth, adoption, or placement.

~~The substitution of paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has accrued four weeks of unused paid vacation time at the time of the request for family care or medical leave, that paid vacation time will be substituted for the first four weeks of family care or medical leave, leaving up to eight additional weeks of unpaid leave.~~

~~Family care leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for less than two weeks' duration on any two (2) occasions. Family care leaves for the birth, adoption or foster care placement of a child must be concluded within one year of the birth, adoption or placement.~~

2. Military Caregiver Leave (FMLA only): Provided all the conditions of this policy are met, an employee may take a maximum of twenty-six (26) weeks of military caregiver leave in a single twelve (12)-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This twelve (12)-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the City may take a maximum combined total of 26 weeks in the 12-month period for the care of the servicemember and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the servicemember.

3. Family care or medical Intermittent Leave. Medical leave for the employee's own serious health condition, ~~or family care leave~~ for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule ~~where~~ when medically necessary. ~~If leave is~~ Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not

to disrupt unduly the City's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule. ~~the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.~~

E. Leave's Effect on Pay.

Except to the extent that other paid leave is substituted for family care ~~or, medical leave, family care and medical leave is unpaid,~~ and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

F. Leave's Effect on Benefits.

Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to eight (8) weeks in any twelve month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

Leave's Effect on Benefits. ~~During an employee's family care or, medical leave, for up to a maximum of 12 weeks in a 12-month period, and military family leave, the City shall will~~ continue to pay for the employee's participation in the City's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. ~~Employees on family care and medical leave accrue employment benefits, such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.~~

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the City for the payment of such premiums.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the City can recover any health plan premiums paid by the City on the employee's behalf during any periods of the leave.

G. Procedure for Requesting Family Care ~~and~~ Medical and Military Family Leave.

1. ~~(+)~~ Notice Requirements.

Employees ~~should~~must notify the City of their request for family care ~~or~~, medical leave, military exigency, or military caregiver leave with at least a verbal request, although a written request is also requested by the City, as soon as they are aware of the need for such leave. For foreseeable ~~events, if possible,~~family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the City of the need for ~~family care or medical~~ leave. For events that are unforeseeable 30 days in advance, ~~but are not emergencies,~~ the employee must notify the City as soon as ~~he or she learns of the need for the leave, ordinarily no later than 1 to 2 working days after the employee learns of the need for the leave,~~ is practicable and generally must comply with the City's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee ~~may be required~~must make an attempt to schedule such treatment so as to avoid unduly disrupting City operations, and may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care ~~or~~, medical, military exigency, and military caregiver leave should include enough information to make the City aware that the employee needs qualifying leave, and the anticipated ~~date(s)~~timing and duration of the leave ~~, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.~~ Employees also must inform the City if the requested leave is for a reason for which FMLA/CFRA leave was previously taken or certified.

Any requests for extensions of ~~a family care or medical~~ leave under this policy must be received ~~at least five (5) working days before the date on which the employee was originally scheduled to return to work~~ as soon as is practicable and must include the revised anticipated date(s) and duration of the ~~family care or medical leave~~ leave. To the extent permitted by law, the City reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.

Once the City is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA/CFRA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the City will provide a reason for the ineligibility.

2. ~~(2)~~ Medical Certification.

Any request for medical leave for an employee's own serious health condition ~~or,~~ for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider.

For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member. Employees generally must provide the required certification within 15 calendar days after the City's request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. ~~Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.~~

Medical certifications must include the following:

~~The medical certification for a child, spouse, or parent with a~~ For leave for a covered family member's serious health condition ~~shall include~~ or for the serious injury or illness of a qualifying servicemember: (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

~~The medical certification for leave for~~ For the employee's own serious health condition ~~shall include:~~ (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved. ~~¶~~

Absent extenuating circumstances, an employee's failure to timely submit a sufficient certification—whether in connection with the original leave request or a recertification—may delay protected leave for the period of time after the 15-day deadline expires through the date when the certification is provided. If the certification is never provided, the leave will not be deemed protected under applicable law.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the City may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the City to support the employee's leave request.

Where permitted by law, if the City has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. ~~Before permitting the employee to return to work, the City also may require the employee to~~ It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

Designation of Protected Leave. Once the City has enough information to determine whether the leave is CFRA and/or FMLA-qualifying, the City will inform the employee if leave will be designated as CFRA and/or FMLA-protected and, the amount of leave available to the employee. If the City determines that the leave is not protected, the City will notify the employee.

Recertification. The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the City with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification.

Return to Work Certification. Where the leave is for the employee's own serious health condition, the City requires employees to provide medical certification that he or she is ~~able~~ released to return to work- and able to do so. City may delay restoring the employee to employment or terminate the employee without such certificate.

~~(3).~~ Leave's Effect on Reinstatement.

Employees timely returning from ~~family care or medical~~ leave covered under this policy are entitled to reinstatement to the same or ~~comparable~~ equivalent position consistent with

applicable law. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The City will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

The City complies with applicable family care, medical leave, and military family leave laws. Under the CFRA and FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the CFRA/FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the CFRA/FMLA or for involvement in any proceeding under or relating to the CFRA/FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer under the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions, or would like further clarification about your rights under the CFRA/FMLA or other types of leave, please contact the City Manager. Separately, employees may file complaints of claimed violations of CFRA with the the California Civil Rights Department (CRD) (formerly the Department of Fair Employment and Housing (DFEH)), which is authorized to investigate such complaints. For more information, visit the CRD's website at <http://www.calcivilrights.ca.gov>.

9.21. ~~9.16~~-Catastrophic Leave Policy.

~~A.~~ Conditions of Participation. Applications for receipt of catastrophic leave donations will be processed by the City Manager, or his or her designee.

~~B.~~ An employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions occur:

- ~~(1)~~ ~~(1)~~ The employee has exhausted, or will soon exhaust all his/her accrued paid leave, as a result of a verifiable long-term illness or injury suffered by either the employee or a relative, as defined in Section 1.16.
- ~~(2)~~ ~~(2)~~ The employee has received approval for an unpaid leave of absence from his/her ~~supervisor~~Department Head.

~~C.~~ Any other employee (the donating employee) may donate accrued vacation, compensatory time, administrative leave, or holiday time; sick leave may not be donated, except as provided below. Donations must be in ~~forty-hour~~forty-hour increments.

~~D.~~ Donated leave shall be added to a bank reserved for the recipient employee, in the order of receipt from the donating employee, but shall not be added to the recipient employee's sick leave balance until needed by the recipient employee.

~~E.~~ Once donated to an individual, donated leave cannot be reclaimed by the donor, but, in the event the receiving employee shall return to work without having used all donated leave, the balance of unused donated leave shall be returned to all donating employees by prorating based on donations.

~~F.~~ Sick leave may be donated only by an employee having at least four (4) years of continuous employment with the City. The maximum amount such an employee may donate is

fifty percent (50%) of the donating employee's unused sick leave earned during the previous 12-month period and such amount donated shall be treated, for the donating employee, as though it had been converted to cash pursuant to Section 9.09.

~~G.~~ Processing of Donations. Upon receipt of donation authorizations, the City Manager, or his or her designee, shall take the following actions:

~~(1).~~ Verify that donating employee has the minimum required leave balance required for the donation and convert donated time to dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.

~~(2).~~ Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to a bank reserved for the recipient employee. Upon need the hours shall be added to the recipient's sick leave balance.

~~(3).~~ Adjust records of donor and donee employees accordingly.

~~(4).~~ Retain a confidential file of donation authorizations.

~~H.~~ Treatment of Donated Time. Donated time is treated as sick leave accrued by the recipient of the donation. Donated time does not alter the employment rights of the City or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted herein.

9.22. 9-17-Standby Duty.

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

~~A.~~ Application of "standby" shall be as follows:

~~(1).~~ Each employee so assigned to "standby" shall be provided with a ~~City~~city issued cell phone or pager while on standby duty and shall be able to report to the work site within thirty (30) minutes.

~~(2).~~ Employees on standby shall have the option to trade days and/or weeks of standby status with another qualified employee in the same unit or division with ~~department head~~Department Head approval.

~~(3).~~ Standby shall be assigned in a minimum of either eight (8) hour blocks, i.e., Monday-Friday workweek standby may be eight (8), sixteen (16) or forty-eight (48) hour blocks.

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

~~B.~~ Compensation for "standby" shall be as follows:

~~(1).~~ Employees assigned to standby duty shall be paid two (2) hours of straight time pay for every eight (8) hours of standby, ~~and regardless of whether they are called into work. Employees who are called into work while on standby duty shall be paid~~ time and one-half (1 ⁺~~1~~/₂) for all ~~actual~~ time actually worked ~~while on standby duty status.~~

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

~~9.18. Callback:~~

~~9.23. Callback.~~ When an employee returns to work duty at the request of the ~~Department Head~~ 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 (~~+~~1-1/2) for all time actually worked with a minimum of two (2) hours pay. For the purpose of computing time for this provision, time will commence when the employee leaves their home to respond to the call back and will end when they return home.

~~9.19. Military Spouse Leave~~

~~The City provides up to ten (10) days of unpaid leave when an employee's spouse is on leave from military deployment (Military Spouse Leave")~~

~~9.24. Military Spouse Leave (Military and Veterans Code section 395.10). Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.~~

~~A. Eligibility. To be eligible for Military Spouse Leave, the employee must:~~

~~(1). Work an average of twenty (20) or more hours per week;~~

~~(2). Have~~ Qualifying employees are employees who work an average of 20 hours per week and have a spouse ~~that is~~ or domestic partner who is serving as (1) a member of a) the U.S. Armed Forces of the United States and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, b) or (2) a member of the Armed Forces Reserve Components or the National Guard who and has been deployed during a ~~military conflict, or c) Reserves who has been deployed during a period of~~ military conflict.

~~(3). Provide~~ Qualifying employees who wish to request this leave must provide the City ~~with a written notice of their intention to take Military Spouse Leave~~ request for such leave within two (2) business days of receiving official notice that ~~their~~ the military spouse or domestic partner will be on leave from deployment; ~~and. The employee must also provide written documentation to the City certifying that the military member will be on military leave from deployment.~~

~~(4). Provide the City written documentation certifying that his or her spouse will be on leave from deployment during the time that they will be using Military Spouse Leave.~~

~~B. Procedure for Requesting Military Spouse Leave. Employees should notify the City of their request for Military Spouse Leave within two (2) business days of~~

9.25. Leave For Educational/Daycare Purposes. (Labor Code sections 230.7 and 230.8).

At any time that the City employs 25 or more persons, the following policy applies:
~~receiving official notice that their spouse will be on leave from deployment. In addition, employees shall provide the City with written documentation certifying that his or her spouse will be on leave from deployment during the time that they will be using Military Spouse Leave.~~

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to:

- participate in the activities of schools or licensed child daycare facilities attended by their children,
- find, enroll, or reenroll their children in a school or with a licensed childcare provider, or
- address a child care provider or school emergency (i.e., the school or child care provider requested that the child be picked up, there is a behavioral or discipline problem with the child that needs to be addressed with the school or child-care provider, there is a closure or unexpected unavailability of the school or child-care provider, or that there is a natural disaster, such as an earthquake or fire, requiring that the child be kept home or picked up from the school or child-care provider).

Employees eligible for such leave are parents, step-parents, foster parents, grandparents, guardians or persons who stand in loco parentis (in the place of a parent) to a child. Employees may substitute accrued vacation for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the City at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The City reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

The City prohibits any discrimination or discharge due to an employee taking time off under this policy.

9.26. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel. (Labor Code section 230.3 and 230.4). Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (which includes an officer, employee, or member of a disaster medical response entity sponsored or requested by the State). At any time where the City employs fifty (50) or more employees, such employees will also be entitled to up to fourteen (14) days of leave per calendar year to attend fire, law enforcement, or emergency rescue training.

Any leave taken under this policy is unpaid. Exempt employees will only receive their salary for the week in which leave is taken if they perform work in at least one day of the work week.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

The City prohibits discrimination against an employee because he or she takes time off under this policy.

9.27. Voting Time Off. (Elections Code section 14000). Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

9.28. Leave Related To Domestic Violence, Sexual Assault, Stalking, Crimes Involving Physical Injury and Because a Covered Family Member is Deceased Due to Crime. (Labor Code section 230, 230.1). The City will provide unpaid time off to an employee who has been the victim of domestic violence, sexual assault, stalking, a crime involving physical injury, or because a covered family member is deceased due to crime, in order for the employee to seek any relief to help ensure the health, safety, or welfare of the victim or his or her child, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The City requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the City with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the "Sick Leave" policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

Also, the City will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the City, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The City will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the City may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the City may request recertification of such status. The City will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such information only as required

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by law, or as necessary to protect the employee's workplace safety. The City will notify the employee before such disclosure.

The City prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

9.29. Crime Victims' Leave. (Labor Code section 230.2). The City will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The City requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the City with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

9.30. Leave for Organ and Bone Marrow Donation (Labor Code section 1510). The City will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

1. A leave of absence of up to five days in any one-year period for the purpose of donating the employee's bone marrow to another person.
2. A leave of absence of up to 30 days in any one-year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the City will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the City will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The City may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

**SECTION 10 ~~SECTION 10.~~
DISCIPLINARY ACTION.**

10.01. ~~10.01.~~ Disciplinary Power.

The City Manager, or designated representative with vested disciplinary power, shall be allowed full freedom in such matters, it being the intent and spirit of this section to provide a fair and honest approach to municipal employment for every employee of the City, but in no sense to impede or curtail the responsible officer in securing efficient service.

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet City standards, the City will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interest of the City, other employees, or the public, may result in disciplinary action.

The discipline procedures in this section represent guidelines which the City believes are generally appropriate to govern employee conduct. They are not, however, absolute rules. The City retains discretion to determine what constitutes proper disciplinary action and procedure in each individual situation.

These guidelines do not grant any employee a specific guarantee that any particular disciplinary decision or procedure will be utilized by the City. Any employee may be disciplined (up to and including termination) for any reason the City finds sufficient.

10.02. ~~10.02.~~ Causes of Disciplinary Action.

The following list of causes for disciplinary action is included in this Personnel Manual for illustrative purposes only. The publication of this list does not mean that other causes for disciplinary action may not arise. The City may discipline any employee for any reason it deems sufficient. Grounds for disciplinary action, include, but are not limited to, the following:

- ~~A.~~** Fraud or deceit in securing employment.

10.03. ~~B.~~ Incompetence. As used herein, the term "incompetence" shall mean that the employee lacks adequate ability, knowledge or fitness to perform the duties which are within the scope of the employee's employment. "Fitness" is a physical or mental inability to perform the duties of the classification, and shall be applied in a manner consistent with local, state, and

federal statutes, regulations, and case law with respect to employment of the physically or mentally disabled. An employee who is physically or mentally disabled and therefore is incapable of performing the duties of the classification and for such incapability is terminated shall be considered to have been released rather than to have been disciplined. Such released employees shall be considered to have left in good standing.

~~C.~~ Inefficiency in performance of work which results in performance lower than that which is typically expected of a similar employee in a similar position.

~~D.~~ Inexcusable neglect of duty.

~~E.~~ Insubordination.

~~F.~~ Dishonesty, rationally related to employment.

~~G.~~ Unless authorized to do so, consuming, possessing an open container of, or being under the influence of, an alcoholic beverage, while on duty.

~~H.~~ Unless legally authorized to do so, using, consuming, injecting, possessing, being under the influence of, selling or offering for sale, while on duty, any controlled substance as that term is defined in the California Health and Safety Code.

~~I.~~ Addiction to the use of any "controlled substance," as that term is defined in the California Health and Safety Code.

Violation of the City's Drug Free Workplace Policy

~~J.~~ Inexcusable absence without leave.

~~K.~~ Failure to return from an authorized leave of absence.

~~L.~~ Use of leaves of absence, including sick leave, in a manner inconsistent with this Personnel Manual.

~~M.~~ Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his other position. A plea of guilty or conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section. Notwithstanding any further proceedings in the case or any appeal or appellate decision, a conviction shall be deemed to be complete upon the date the court imposes judgment and sentence.

~~N.~~ Discourteous treatment of any member of the public where, at the time of the incident, such members of the public would reasonably believe that the employee was acting within the scope of the City employment.

~~O.~~ Discourteous treatment of any other City employee is a situation where an employment relationship exists at the time of the incident.

~~P.~~ Willful disobedience of a lawful rule, order of direction, including the Police General Orders.

~~Q.~~ Negligence which causes damage to City or public property.

~~R.~~ Intentional misconduct which causes damage to City or public property.

~~S.~~ Unauthorized possession, use, or removal from City facilities, of City or public property.

~~T~~ Any conduct rationally related to employment which impairs, disrupts or brings discredit to the employee's employment or the public service.

~~U~~ Violation of the provisions set forth in this Personnel Manual.

~~V~~ Habitual absence or tardiness.

~~W~~ Failure to perform assigned work in an efficient manner.

~~X~~ Being wasteful of materials, property or working time.

~~Y~~ Repeated garnishment of wages due to nonpayment of legally acquired debts.

10.04 ~~10.03~~ Definitions of "Disciplinary Action".

The term "disciplinary action" as used in this Personnel Manual shall mean and include:

~~A~~ Oral Warning: An oral admonition to an employee whose conduct or performance must be improved and which detail the areas for improvement, the degree of improvement required, and a notice that failure to improve will result in more serious disciplinary action. A memorandum of the oral warning shall be placed in the employee's personnel file, and/or kept by the Department Head. If it is placed in the personnel file, it shall be removed after six months, or after the issue is satisfactorily addressed, whichever is sooner.

~~B~~ Written Reprimand: A formal written notice to an employee which summarizes previous disciplinary action, if any, and which details a record of conduct or performance that is below standard and which advises that continued conduct or performance at such levels may result in suspension, extension of probationary period, withholding of salary step increase, demotion or dismissal. At the time a written reprimand is issued, the individual shall be counseled and given an opportunity to review the reprimand and sign it, and/or make comments thereon, before it is placed in his or her personnel file.

~~C~~ Withholding Salary Step Increase: A withholding of a pay step increase where performance falls short of the normal established standards or where performance is clearly inadequate in one or more of the critical job duties for the position. At the time of such withholding, the reasons therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the reasons and sign it, or make comments thereon, before it is placed in his or her personnel file.

~~D~~ Reduction in Pay: A reduction in pay, in an amount, and for a period of time, specified in the disciplinary action. At the time of such reduction in pay, the reasons therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the reasons and sign it, or make comments thereon, before it is placed in his or her personnel file.

~~E~~ Suspension: A temporary removal of an employee from the service of the City without pay. A suspension of this type does not include suspension pending an investigation of alleged misconduct, or pursuant to Section 10.06 of this Personnel Manual. At the time of such suspension, the reasons therefore shall be placed in writing, and the individual shall be counseled

and given an opportunity to review the writing and sign it, or make comments thereon, before it is placed in his or her personnel file.

~~F.~~ **Demotion:** The removal of an employee from a position to one of lower grade or classification when such employee is no longer able or willing to perform the duties of the previous position, but may still function effectively at a lower level. At the time of such demotion, the reasons therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the writing and sign it, or make comments thereon, before it is placed in his or her personnel file.

~~G.~~ **Dismissal:** The removal of an employee from the service of the City when it has been determined that the employee has not or cannot meet the standards of conduct or performance required by the City or has committed one or more offenses for which no other measure is appropriate. At the time of such dismissal, the writing therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the reasons and sign it, or make comments thereon, before it is placed in his or her personnel file.

~~H.~~ The above such actions may be taken with respect to an employee for misconduct pursuant to Subsection 10.02₂ of this Personnel Manual. The severity of any disciplinary action may be based, in the discretion of the City Manager or the designated representative in whom is vested disciplinary power, on the number and severity of previous disciplinary actions.

~~10.04. Notice of Disciplinary Action:~~

10.04.01. Notice of Disciplinary Action. (Regular Full-Time Employees who are not at-will). For any disciplinary action involves something other than an oral or written reprimand, a regular full-time employee, who is not at-will, shall be given a notice of disciplinary action containing the following:

~~For any disciplinary action other than an oral or written reprimand, the employee shall be given a notice of disciplinary action, which shall contain:~~

~~A.~~ A statement of the disciplinary action to be taken against the regular full-time employee;

~~B.~~ A statement of the facts upon which the disciplinary action is based, which shall set forth clearly and with particularity the charges against the employee so that the employee can understand the charges including a copy of any applicable written document, and the names of any witness(es) precipitating the discipline;

~~C.~~ A statement indicating the cause for the disciplinary action, including references to Subsection 10.02 of this Manual where appropriate;

~~D.~~ A statement which generally describes any disciplinary actions taken against the employee in the past; and

~~E.~~ A statement advising the employee that the written notice is to be placed in the employee's official personnel file and that the employee has the right to an informal (Skelly) hearing before imposition of the discipline, in accordance with Subsection 10.07 of this Personnel Manual.

~~F.~~ The date the discipline is to be imposed, unless an informal (Skelly) hearing is requested, which date shall not be less than five (5) working days from the date service is deemed complete, as specified herein.

The written notice of disciplinary action shall be deemed sufficient notice to the employee if the required information is contained therein. The written notice of disciplinary action may be personally served, or mailed to the employee by certified mail, return receipt requested, addressed to the last address which such employee has furnished to the personnel office. Service is deemed complete upon personal service, or on the date the certified mail is received.

10.05. ~~10.05.~~ Suspension Prior to Disciplinary Action or Dismissal.

Prior to the effective date of any disciplinary action or dismissal, the City Manager may suspend, with pay, the affected employee if the City Manager determines such suspension is necessary to protect the health, safety, and welfare of the residents or other employees of the City. The rights and benefits provided to an employee so suspended shall not otherwise be affected.

10.06. ~~10.06.~~ Informed Informal (Skelly) Hearing Procedure. [The following provision typically applies only to regular full-time employees whose employment is not at-will.](#)

For any discipline other than oral or written reprimand, the affected employee shall have a right to a hearing in accordance with this Subsection. If the affected employee shall notify the person imposing discipline or the City Manager in writing of his or her desire to have a hearing, prior to the effective date of the imposition of discipline pursuant to Subsection 10.04.F of this Personnel Manual, the imposition of discipline shall be stayed until a hearing has been held. The hearing shall be held within a reasonable time, and shall be held by the applicable Department Head, unless he or she is the person originating the discipline, in which case it shall be held by a person appointed by the City Manager who can be fair and impartial in conducting the hearing. The hearing shall include the person conducting the hearing (the hearing officer), the employee, the person proposing the discipline, and such others as may be directed by the hearing officer. The employee and/or the City may have a representative present. The hearing officer will keep a written record of the hearing. No tape recording will be made. Copies of all relevant non-confidential material relating to the discipline must be made available to the employee, if so requested, at least 48 hours prior to the hearing. The technical rules of evidence do not apply. The hearing officer may admit any evidence which is of the type that reasonable persons may rely on in the conduct of serious affairs; provided that hearsay standing alone is insufficient to prove a particular charge upon for which discipline has been imposed.

At the hearing, ~~the~~ the employee will be given an opportunity to informally discuss the charges and proposed discipline and bring forward facts or circumstances which may cause the charges or proposed discipline to be revised or dropped.

As the result of the hearing, the hearing officer will determine whether it is appropriate to proceed with the imposition of discipline, modify the imposition of discipline, or drop the proposed discipline. The decision of the hearing officer shall be in writing, and must be received by the employee within fifteen (15) days of the hearing and shall include a summary of the hearing, the matters set forth in Subsection 10.04, and, if the decision is other than to drop the discipline, a notice that the employee may appeal the decision to the City Manager by filing a written appeal, within five (5) working days, with the City Manager. (Failure to appeal shall

cause the hearing officer's decision to be final). Upon appeal, the City Manager shall review the decision, and within ten (10) working days of the filing of the appeal, have a meeting with the employee, the Department Head, and with other persons the City Manager may direct. The City Manager shall, within five (5) working days of the meeting, issue a written decision imposing the discipline, modifying the discipline, or denying the discipline. The decision must include a statement that the time within which judicial review must be sought is governed by Code of Civil Procedures Section 1094.6. The decision of the City Manager is final. A copy shall be placed in the employee's personnel file. Discipline, if any, shall become effective on the date specified by the hearing officer (or, if appealed, the City Manager) in his or her decision.

If the City Manager is the hearing officer, then the appeal shall be to an impartial hearing officer appointed by the City Council.

10.07. ~~10.07.~~ Effect of Dismissal.

Except as may be otherwise required by law, upon the effective date of dismissal, the City shall cease to provide any benefits for the employee. Benefits for which premiums have been paid shall continue through the period for which the payment applies (e.g. the end of the month.)

10.08. ~~10.08.~~ Layoffs.

The City Manager may lay off an employee because of material change in duties or organization or shortage of work. Ten (10) working days before the effective date of a layoff, the Department Head shall notify the Personnel Officer and the City Manager of the intended action with the reasons, and a statement stating whether or not the services of the employee affected have been satisfactory. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list.

10.09. ~~10.09.~~ Resignation.

Any employee wishing to leave the employment of the City in good standing shall file with the Department Head, at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager through the Personnel Office with a statement by the Department Head as to the resigned employee's performance. Failure of the employee to submit his or her written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment by the City. Each employee leaving the City service shall also participate in an exit interview with the Personnel Officer on their last day of work.

~~SECTION 11~~ **SECTION 11.**
GRIEVANCES.

11.01. ~~11.01.~~ 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 to address complaints of misapplication of the Personnel policies, or complaints of non-compliance with law, and is not used for disciplinary matters. The grievance procedure is available for all City Employees.

11.02. ~~11.02.~~ Time Limits.

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

11.03. ~~11.03.~~ Presentation of Grievance.

An employee may present a grievance while on duty, provided such use of on-duty time is kept to a reasonable minimum as determined by the City Manager. Employees should present grievances as soon as possible after the events that gave rise to the employee's concerns by submitting a brief written grievance to his or her immediate supervisor. The written grievance should set forth the factual and other bases for the employee's complaint, and must identify the

rule or issue allegedly being violated by the City. The employee shall strive to submit the written grievance within five (5) working days after the facts which gave rise to the complaint.

11.04. ~~11.04.~~ 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.

11.05. ~~11.05.~~ Grievance Procedure/Second Step (Formal Grievance).

11.05.01. ~~A.~~ If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may file a formal grievance in writing to the Department Head (unless the Department Head is his or her immediate supervisor, or the grievant is a Department Head, in which event the grievance shall be to the City Manager). The formal grievance shall be initiated within fifteen (15) working days of the decision rendered in the informal grievance procedure. A formal written grievance shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the grievance is based.

11.05.02. ~~B.~~ Within five (5) working days after the filing of the formal grievance, the Department Head or City Manager (as the case may be), shall give his or her decision in writing to the grievant.

11.06. ~~11.06.~~ Grievance Procedure/Third Step (Appeal).

If the grievant is not satisfied with the decision rendered by the Department Head or City Manager, the grievant may appeal the decision in writing within five (5) working days to the City Manager or to the City Council if the formal grievance was filed with the City Manager. If the grievant does not appeal the decision 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.

11.06.01. ~~11.07.~~ Consideration of Appeal.

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

11.06.02. ~~11.08.~~ Decision on Appeal.

Within ten (10) working days of the hearing of the appeal, the person or body hearing the appeal shall issue a written decision concerning the employee's appeal. That decision shall be final.

~~SECTION 12~~ **SECTION 12.**
DRUG FREE WORKPLACE.

12.01. ~~12.01.~~ Purpose.

It is the intent of the City to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The City has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with

health, safety, efficiency, and service to the public. Employees who are under the influence of a drug or alcohol on the job compromise the City's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for

coworkers, behavior that disrupts other employees, delays in the completion of jobs, and disruption of service to the public.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the City has established this Section 12 concerning the use of alcohol and drugs. As a condition of continued employment with the City, each employee must abide by this Section 12.

12.02. ~~12.02.~~ Employee Cooperation.

Early detection of substance abuse problems benefits everyone. For example, it benefits the employee with the substance abuse problem because it gives him or her the opportunity to correct the problem before it leads to serious harm to the employee or others; it benefits the employee's coworkers who otherwise might have to carry an extra burden by "covering" for the substance abuser or who otherwise might be exposed to serious injury; and it benefits the City because it gives the City an opportunity to prevent accidents and avoid the performance problems and other losses associated with substance abuse. Accordingly, all employees should understand that coworkers with substance abuse problems should be encouraged to seek assistance.

12.03. ~~12.03.~~ Definitions.

For purposes of this Section ~~12.00~~12:

12.03.01. ~~A.~~ "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully. Despite the change in state law, marijuana remains an "illegal drug" under federal law and is addressed separately under the heading "Cannabis/Marijuana."

12.03.02. ~~B.~~ "Legal drugs" means any drug, including prescription drugs and over-the-counter drugs, that has been legally obtained and that is not unlawfully sold or distributed.

12.03.03. ~~C.~~ "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

12.03.04. ~~D.~~ "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

12.03.05. ~~E.~~ "Possession" means that an employee has the substance on his or her person or otherwise under his or her control.

12.04. ~~12.04.~~ Consent for Use of Legal Drugs.

~~A.~~ Use of Legal Drugs.

12.04.01. Use of Legal Drugs. The City recognizes that it may be necessary for employees to use legal drugs from time to time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to adequately or safely perform would be compromised. In order to accommodate employees who might be required to use legal drugs,

and to help assure that no serious adverse consequences in the workplace result from such drug use, employees are required to obtain the City's consent under the following circumstances.

~~B.~~ When Consent Is Required.

12.04.02. When Consent Is Required. Employees who know or should know that their use of legal drugs might endanger their own safety or that of some other person, or might pose a risk of significant damage to City property, or might substantially interfere with their job performance or the efficient operation of the City, are obligated to report such drug use to their Department Head and/or the City Manager, and to obtain the City's consent to continue working. The City reserves the right to have either a physician retained by the City or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs.

~~C.~~ Duty to Disclose.

12.04.03. Police Department personnel, and employeesDuty to Disclose. Employees who operate or who are responsible in any way for the operation, custody, or care of City property, or for the safety of other employees or other persons, have a duty to disclose the nature of their job duties to any prescribing physician and/or to a City physician and to inquire of the physician(s) whether their use of the drugs prescribed might result in the dangers, risks, or impairment that this Section 12 is intended to prevent.

~~D.~~ Restrictions on Work.

12.04.04. Restrictions on Work. The City may restrict the work activities of any employee who is using legal drugs or prohibit the employee from working entirely while he or she is taking such drugs.

12.04.05. E. Duty to Refrain from Working.

If the City chooses to permit an employee to work while using legal drugs, the City's consent will be based on the understanding that the employee will not report for work while impaired by the drug if such impairment might result in serious harm or damage. Accordingly, even if an employee has obtained the City's consent to continue working while taking legal drugs, the employee will not be authorized to work while impaired by the use of such drugs if the employee knows or should know that working while impaired might endanger the safety of the employee or some other person, pose a risk of significant damage to City property, or substantially interfere with the employee's job performance or the efficient operation of the City.

12.05. ~~12.05.~~ Prohibited Conduct.

~~A.~~ Scope.

12.05.01. Scope. The prohibitions of this section apply whenever the interests of the City may be adversely affected, including any time the employee is:

- ~~(1).~~ On City premises (in the course and scope of employment, and not as a member of the general public);
- ~~(2).~~ Conducting or performing City business, regardless of location;
- ~~(3).~~ Operating or responsible for the operation, custody, or care of City equipment or other property; or

 Responsible for the safety of others.

~~B.~~ ~~Alcohol.~~

12.06. Alcohol. The following acts are prohibited and subject an employee to discipline in accordance with Section 10:

~~(1).~~ The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or

~~(2).~~ Being under the influence of or impaired by the use of alcohol; or

~~(3).~~ The consumption of alcohol at lunch when the employee intends to return to work after lunch.

12.07. ~~C.~~ Illegal Drugs.

The following acts are prohibited and subject an employee to discipline in accordance with Section 10:

~~(1).~~ The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or

~~(2).~~ Being under the influence of or impaired by the use of any illegal drug or other controlled substance.

12.08. ~~D.~~ Legal Drugs.

The following acts are prohibited and subject an employee to discipline in accordance with Section 10:

~~(1).~~ The abuse of any legal drug;

~~(2).~~ The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or

~~(3).~~ Working while impaired by the use of a legal drug in violation of Subsection 12.04, above.

[Cannabis/Marijuana: The City does not discriminate, discipline, terminate, or otherwise penalize a person for the use of cannabis off the job and away from the workplace. See the City's policy on "Off-the-Job Conduct" in section 12.08.](#)

[In addition, an employee or job applicant will not be subject to discipline or other penalties if a drug-screening test indicates the presence of non-psychoactive cannabis metabolites \(e.g. CBD products\) in their hair, blood, urine or other bodily fluids. This section does not apply if state or federal law requires such drug testing, such as when as a condition of receiving federal funds or entering into a federal contract.](#)

The following acts relating to cannabis (including marijuana) are prohibited and will subject an employee to discipline in accordance with Section 10:

The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of cannabis on the job;

Being under the influence of or impaired by the use of cannabis on the job;

12.09. ~~12.06~~-Disciplinary Action.

~~A. Dismissal for Violation.~~

12.09.01. Dismissal for Violation. Any violation of this Section 12 may result in discipline, up to and including dismissal, depending on the circumstances.

12.09.02. ~~B~~. Effect of Criminal Conviction.

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any City-related activity or event will be deemed to have violated this Section 12.

12.10. ~~12.07~~-Drug Free Awareness Program.

12.10.01. ~~A~~. Management Awareness.

Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or otherwise in violation of this Section 12. When management has reasonable suspicion to believe an employee or employees are working in violation of this Section 12, prompt action should be

taken.

12.11. B- Criminal Convictions.

Employees are required by this Section 12 to notify the City of any conviction under a criminal drug statute for a violation occurring in the workplace or during any City-related activity or event, not later than five days after any such conviction. When required by federal law, the City will notify any state or federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

12.12. ~~12.08-~~Unregulated or Authorized Conduct.

12.12.01. A- Customary Use of Over-the-Counter Drugs.

Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as such activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Section 12.

12.12.02. B- Off-the-Job Conduct.

Nothing in this Section 12 is intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Section ~~12.00~~12. For purposes of this Subsection, the consumption of alcohol and drugs that may cause an employee to be impaired, while on stand-by, call-back, or at lunch when the employee intends to return to work is not considered "off-the-job conduct."

12.12.03. C- Use of Alcohol or Legal Drugs.

The City Manager or his or her designated representative will maintain a list of circumstances in which the use or possession of certain legal drugs or alcohol is authorized (such as certain medicine or drugs in medicine chests or alcoholic beverages during certain business meetings or social functions) and will communicate the authorization as appropriate. Changes to the authorization require prior written approval. Even when such use is authorized, it must be done responsibly. Employees who are required to use legal drugs, and who know or should know that their use of the drugs might result in their working while impaired by the drug in violation of this Section 12, are encouraged to contact their own physician, their Department Head, or the City Manager and to find out whether it is advisable for them to continue working while using the drug. In such cases, the City reserves the right to have a physician retained by the City, determine whether it is advisable for the employee to continue working while taking the drug. Except as otherwise provided, no employee may assume that his or her possession, use, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol or drugs is authorized unless the employee has been notified in writing by the City Manager.

12.13. ~~12.09-~~Qualified Disabled Employees.

12.13.01. A- Commitment to Employ Disabled Individuals.

Nothing in this Section 12 is intended to diminish the City's commitment to employ qualified disabled individuals or to provide reasonable accommodation to such individuals.

As noted above, however, employees are required, under certain limited circumstances, to obtain the City's consent to continue working while using legal drugs.

12.14. B- Reasonable Accommodation.

If an employee's use of a legal drug is related to an illness or a disability condition, and the employee voluntarily self-identifies himself or herself as an ill or disabled individual to the City in connection with an effort to determine whether it is advisable to continue working despite the use of the drug, and if it is determined that the employee should not continue to work in his or her regular job while using the legal drug, a reasonable effort will be made to determine whether, in the same facility or location, another position is open that the employee is qualified to fill.

~~12.10. Confidentiality:~~

12.15. Confidentiality. Disclosures made by employees concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Managers and supervisors should restrict communications concerning possible violations of this Section 12 to persons who have an important work-related reason to know. In addition, managers and supervisors should not disclose the fact of an employee's participation in any drug or alcohol counseling or rehabilitation program.

12.16. ~~12.11.~~ Drug/Alcohol Testing.

~~A.~~ For the purposes of this Subsection ~~12.11~~12.16, the following definitions apply:

~~(1).~~ "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech, or breath odor; on information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or on other surrounding circumstances.

~~(2).~~ "Safety-sensitive positions" are all ~~Police Department positions, and all~~ positions which require the employee occupying that position to operate or maintain City water or wastewater system, or City-owned or leased heavy equipment or vehicles.

~~B.~~ Employees occupying any safety-sensitive position may be tested by the City at random intervals, with or without reasonable suspicion, in accordance with the procedures specified below.

~~C.~~ Any employee may be tested upon reasonable suspicion, in accordance with the procedures specified below.

~~D.~~ Any employee involved in an accident involving City-owned or leased equipment or vehicles will be tested, in accordance with the procedures specified below.

~~E.~~ Any employee involved in an accident which results in personal injury, to the employee or to other people, or any other circumstances reflecting the need for a drug test, during working hours, will be tested, in accordance with the procedures specified below.

~~F~~ The City will refer you to an independent National Institute on Drug Abuse (“NIDA”) certified medical clinic or laboratory, which will administer the test. The City will pay the cost of the test and reasonable transportation costs to the testing facility. You will

have the opportunity to alert the clinic or laboratory personnel to any prescriptions or nonprescription drugs that you have taken which may affect the results of the test. All drug testing will be performed by urinalysis. Initial screening will be done by EMIT II. Positive results will be confirmed by gas chromatography/mass spectrometry.

~~G.~~ The clinic or laboratory will inform the City as to whether you passed or failed the test. If you fail the test, you will be considered in violation of these Personnel Policies and will be subject to discipline accordingly.

~~H.~~ If you are subject to testing under this policy, you will be asked to sign a form acknowledging the procedure governing testing, and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol and/or drugs; and (2) the release to the City of medical information regarding the test results. Refusal to sign the Agreement and Consent form, or to submit to the test, will subject you to discipline up to and including dismissal/termination.

~~I.~~ Refusal to cooperate with the administration of any drug or alcohol test will be treated in the same manner as a positive test result.

~~SECTION 13~~**SECTION 13.**
TECHNOLOGY USE AND PRIVACY POLICY

13.01. ~~13.01.~~ General.

The City provides various Technology Resources to authorized employees to assist them in performing their job duties for the City. Each employee has a responsibility to use the City's Technology Resources in a manner that increases productivity, enhances the City's public image, and is respectful of other employees. Failure to follow the City's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the City reserves the right to advise appropriate legal authorities of any violation of law by an employee.

13.02. ~~A.~~ Technology Resources Definition.

Technology Resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; tablets; laptop computers; mini and mainframe computers; computer hardware such as disk drives, tape drives, thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; ~~email~~electronic mail; telephones; cellular phones; smartphones; personal organizers; pagers; and voicemail systems.

~~B.~~ Authorization.

13.03. Authorization. Access to the City's Technology Resources is within the sole discretion of the City. Generally, employees are given access to the City's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the City's Technology Resources will be given access to the necessary technology.

~~C.~~ Use.

13.04. Use. The City's Technology Resources are to be used by employees only for the purpose of conducting City business. Employees may, however, use the City's Technology Resources for the following incidental personal uses so long as such use does not interfere with

the employee's duties, is not done for pecuniary gain, does not conflict with the City's business, and does not

violate any City policy:

- ~~(1)~~ To send and receive necessary and occasional personal communications;
- ~~(2)~~ To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
- and
- ~~(3)~~ To use the telephone system for brief and necessary personal calls;
- ~~(4)~~ To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

The City assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on the City's Technology Resources. The City accepts no responsibility or liability for the loss or non-delivery of any personal ~~email~~ electronic mail or voicemail communications or any personal data stored on any City property. The City strongly discourages employees from storing any personal data on any of the City's Technology Resources.

13.05. D. Improper Use.

13.05.01. ~~(A)~~ Prohibition Against Harassing, Discriminatory and

Defamatory Use.

The City is aware that employees use ~~email~~ electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the City's ~~"~~ Policy Against Harassment," the City does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the City's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually-explicit or racial messages, jokes, cartoons), or threatening.

13.05.02. ~~E.~~ Prohibition Against Violating Copyright Laws.

Employees must not use the City's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

~~F.~~ Other Prohibited Uses.

13.05.03. Other Prohibited Uses. Employees may not use the City's Technology Resources for any illegal purpose, violation of any City policy, in a manner contrary to the best interests of the City, in any way that discloses confidential or proprietary information of the City

or third parties, or for personal or ~~pecuniary~~financial gain, or in a manner which constitutes or ~~counsels~~supports insubordination.

13.06. ~~13.02.~~ City Access To Technology Resources.

All messages sent and received, including personal messages, and all data and information stored on the City's ~~email~~electronic-mail system, voicemail system, or computer systems are City property regardless of the content. As such, the City reserves the right to access all of its Technology Resources including its computers, voicemail, and ~~email~~electronic-mail systems, at any time, in its sole discretion.

~~A.~~ Privacy.

13.07. Privacy. Although the City does not wish to examine personal information of its employees, on occasion, the City may need to access its Technology Resources including computer files, ~~email~~electronic-mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on the City's Technology Resources, including personal information or messages. The City may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The City may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other purpose.

~~B.~~ Passwords.

13.08. Passwords. Certain of the City's Technology Resources may be accessed only by entering a

password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the City. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including ~~email~~electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

13.09. ~~C.~~ Data Collection.

The best way to guarantee the privacy of personal information is not to store or transmit it on the City's Technology Resources. To ensure that employees understand the extent to which information is collected and stored, below are examples of information currently maintained by the City. The City may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

~~(1).~~ Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password protected, an authorized administrator can reset the password and listen to voicemail messages.

~~(2).~~ Email: ~~Email~~Electronic Mail: Electronic mail is backed-up and archived. Although ~~email~~electronic mail is password protected, an authorized administrator can reset the password and read ~~email~~electronic mail.

~~(3).~~ Desktop Facsimile Use: Copies of all facsimile transmissions sent and received are maintained in the facsimile server.

~~(4)~~ Document Use: Each document stored on City computers has a history, which shows which users have accessed the document for any purpose.

~~(5)~~ Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site is recorded and periodically monitored.

~~D.~~ Deleted Information:

13.10. Deleted Information. Deleting or erasing information, documents, or messages maintained on the City's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the City's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the City periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

~~(1)~~ Email messages which are intended to be retained in the ordinary course of the City's business are recognized as official records that need protection/retention in accordance with the California Public Records Act. Because the email system is not designed for long term storage, email communications which are intended to be retained as an official record should be stored in appropriate electronic form or printed out and the hard copy filed in the appropriate subject file.

~~(2)~~ The City will maintain email messages designated as official records for a minimum of two (2) years or as otherwise designated in the City's retention schedule. These are subject to public disclosure, even if they are drafts or informal notes, unless the need to retain their confidentiality outweighs the need for disclosure, or the email message is otherwise exempt under any provision of the Public Records Act or other state or federal law.

~~(3)~~ Email communications that are not intended to be retained and which serve no useful purpose to the City should be deleted from the system.

13.11. ~~13.03.~~The Internet And On-Line Services.

The City provides authorized employees access to on-line services such as the Internet. The City expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the City's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as gross, indecent, or sexually-oriented materials, gambling, and information related to illegal drugs.

Additionally, employees may not use the City's Technology Resources to sign "guest books" at Web sites or to post information to any Web sites, including posting messages to Internet news groups or discussion groups. These actions will generate junk ~~email~~electronic mail and may expose the City to liability or unwanted attention because of comments that employees may make. The City strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts.

13.12. ~~13.04.~~Monitoring

The City monitors both the amount of time spent using on-line services and the sites visited by individual employees. The City reserves the right to limit such access by any means available to it, including revoking access altogether.

13.13. ~~13.05.~~ Software Use.

13.13.01. ~~A.~~ License Restrictions.

All software in use on the City's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the City's computers, by any means of transmission, unless authorized in writing in advance by the City Manager or City Clerk. Authorization for loading software onto the City's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

13.14. ~~13.06.~~ Confidential Information.

The City is very sensitive to the issue of protection of privacy and City business, of trade secrets and other confidential and proprietary both the City and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the City's Technology Resources.

Confidential Information should not be accessed through the City's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: "This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise (employee's name) immediately at employee's telephone number or return it promptly by mail."

Employees should avoid sending Confidential Information over the Internet, except when absolutely necessary. Employees should also verify ~~email~~electronic-mail addresses before transmitting any messages.

~~13.07.~~ Software For Home Use.

13.15. Software For Home Use. The City endeavors to license its software so that it may be used on portable computers and home computers in addition to office computers. Before transferring or copying any software from a City Technology Resource to another computer, employees must obtain written authorization from the City Manager or the City Clerk.

~~13.08.~~ Security.

13.16. Security. The City has installed a variety of programs and devices to ensure the safety and security of the City's Technology Resources. Any employee found tampering or disabling any of the City's security devices will be subject to discipline up to and including termination.

~~SECTION 14~~ **SECTION 14.**

TELEPHONE AND CELLULAR PHONE USE POLICY.

~~14.01.~~ 14.01. Refer to the City of Hughson approved Telephone and Cellular Phone Use Administrative Policy. ~~Authorization.~~

~~14.01.~~ The City Manager may authorize assignment and use of a City cellular phone by any individual employee or department of the City in accordance with this policy.

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~~14.02.~~ 14.02. Use and Procedures.

~~A. — The cellular phone will be purchased by the City and not the user. The Purchasing Agent will insure that the purchase is cost effective and subsequent maintenance charges are reasonable.~~

~~B. — The cellular phones are to be used for official City business only (see personal phone calls Section 14.03.B below).~~

~~C. — Each phone will be numbered with a fixed asset number and issued to a City Department which will be responsible for this City property.~~

~~D. — Whenever the City Manager or Department Head determines that an employee's assignment is such that regular use or access to a cellular phone is appropriate, a phone may be assigned to that individual employee.~~

~~E. — If the phone is damaged, lost, or fails to work properly, the employee will notify their Department Head immediately. In case of theft, contact the Hughson Police Services. The person assigned to the phone is responsible for its security. Notify the Purchasing Agent to arrange for a repair or replacement of the phone as appropriate.~~

~~F. — Each employee who is issued a phone is responsible for the maintenance and care of the equipment.~~

~~G. — Only employees of the City of Hughson may be issued a cellular phone.~~

~~H. — Any use of a cellular phone by a Council Member shall be subject to the Cellular Phone Use Policy.~~

~~I. — Use of a cell phone requires execution of the Cellular Phone Use Agreement, available from the City Clerk.~~

~~14.03.~~ 14.03. Cellular Service Billing.

~~A. — Charges for cellular service on all City cellular equipment are consolidated onto one account. Monthly billings are mailed to and processed for payment by the Finance Department, after review and approval of all charges by the Department.~~

~~B. — Although City cellular phones are provided for official City business only, it is recognized that occasional use to send or receive personal calls may occur. It is the responsibility of the employee to review monthly bills to identify personal calls and to also maintain a record of all personal calls required. Employees who use or have access to a City cellular phone shall reimburse the City within 30 days of receipt of the statement, for any personal use.~~

~~14.04.~~ 14.04. Telephone Policy.

~~Employees are requested to keep all personal telephone calls to a minimum. Friends and relatives should be discouraged from calling during working hours unless there is an emergency.~~

~~Under no circumstances should an employee make or charge a long distance long distance call to the City unless it is work related, or they have permission from the City Manager, which includes arrangements for repayment to the City for any such costs.~~

~~Nothing in this policy is intended to prevent employees from using their mobile devices or other communication devices during an "emergency condition" to assess the safety of the situation or to communicate with a person to verify their safety. As defined by law, an "emergency condition" means (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, worksite, a worker's home or the school of a worker's child due to natural disaster or a criminal act. Emergency Condition does not include a health pandemic.~~

~~SECTION 15~~ **SECTION 15.** **MISCELLANEOUS.**

15.01. ~~15.01.~~ Amendments.

These rules and regulations may be amended at any time by the City, provided that amendments shall not be made until after consultation in good faith with representatives of any employee organization or organizations purporting to represent employees of the City.

15.02. ~~15.02.~~ Training of Employees.

The City may participate in paying tuition fees, cost of textbooks, or other incidental training expenses. There will be a dollar limit per semester or course. Prior to school participation, an employee must have permission from the City Manager in order to obtain reimbursement. In order to be eligible for reimbursement, a minimum grade point average of 3.0 ("B" average) must be maintained. Reimbursement for noncredit courses may total 100% depending on job applicability.

Participation in and completion of special training courses may be considered in making salary increases and promotions. Evidence of such activity shall be filed by the employee with the Personnel Officer. Additional pay may be granted any City employee for training and certification programs established by his ~~Department Head~~ department head and approved by the City Manager.

15.03. ~~15.03.~~ Outside Work.

Gainful employment outside an employee's regular City position shall be considered a privilege subject to regulation and not a right. No employee shall engage in a gainful occupation outside his or her ~~City~~ city position which is incompatible with his or her City employment or which is of such a nature as to interfere with satisfactory dismissal of his or her regular duties or which creates the perception of such interference. Any employee who wishes to engage in or accept such employment may do so only after having first requested and obtained written approval of the City Manager or a designated representative.

15.04. ~~15.04.~~ Severability.

If any paragraph, sentence, clause, phrase, or section of this Personnel Manual is determined by a court of competent jurisdiction to be invalid, such determination shall not affect

the validity of the remaining paragraphs, sentences, clauses, phrases, or sections of these rules and regulations.

Summary report:	
Litera Compare for Word 11.3.0.46 Document comparison done on 8/10/2023 11:55:34 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: 2.8 Personnel Manual 6-27-16.pdf	
Modified filename: CITY OF HUGHSON--Personnel Manual (08_2023)(1728026.1).docx	
Changes:	
Add	1077
Delete	1304
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	2382

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2023-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON ADOPTING
AMENDMENTS TO THE PERSONNEL MANUAL FOR EMPLOYEES OF THE CITY OF
HUGHSON**

WHEREAS, the City Council of the City of Hughson has established a Personnel Manual governing the administration of personnel matters of the City (except where a memorandum of Understanding with represented employee groups supersedes such Personnel Policy Manual); and,

WHEREAS, on June 27, 2016 the City Council of the City of Hughson adopted Resolution No. 2016-22, adopting amendments to the personnel manual for employees of the City of Hughson to be consistent with the Memorandum of Understanding (MOU); and,

WHEREAS, at that time City staff planned to complete a thorough review of the Personnel Manual and work with the labor negotiating team, and the City Attorney to complete the project; and,

WHEREAS, amendments to the Personnel Manual were identified, and must be approved by the City Council; and,

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson does hereby approve the Personnel Manual for the City of Hughson attached hereto as Exhibit A, superseding all previous Personnel Manuals.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on October 9, 2023, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk



CITY OF HUGHSON PERSONNEL MANUAL

**ADOPTED OCTOBER 9, 2023
RESOLUTION NO. 2023-XX**

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**CITY OF HUGHSON
PERSONNEL POLICY MANUAL
EMPLOYEE ACKNOWLEDGMENT**

I have received my copy of the City of Hughson Personnel Policy Manual. I understand that I am responsible for familiarizing myself with information in this manual and understand that it describes the general personnel policies of the City that governs my employment.

Since the information, policies, and benefits described in this booklet are necessarily subject to change, I understand and agree that any such changes can be made unilaterally by the City in its sole and absolute discretion, and that material changes will be made known to employees through the usual channels of communication within a reasonable period of time.

Date: _____

Signature: _____

Print Name: _____

**CITY OF HUGHSON
PERSONNEL POLICY MANUAL
STATEMENT OF PURPOSE**

The personnel rules and procedures outlined in this document apply to all employees regardless of union or association affiliation, except as noted herein. The purpose of these rules and procedures is to establish a high degree of understanding, cooperation, efficiency, and unity for employees in the City service, and to establish systematic and uniform procedures for the handling of personnel matters, and to implement the provisions of Hughson Municipal Code § 2.08.070, which state: “The city manager shall have the power and shall be required to appoint, and, when necessary for the good of the service, remove any employee of the City, subject to the personnel rules, except the city attorney, city treasurer, commissioners and elected officials.”

The fundamental objectives of this document are to:

1. Maintain and promote economy and efficiency in the City service.
2. Maintain a uniform job classification and a compensation plan based upon the relative duties of each classification.
3. Provide fair and equal opportunity to all persons who apply for City employment through nondiscriminatory and practical methods of selection.
4. Promote high morale among employees by providing good working conditions, opportunity for advancement, consideration for employees’ welfare, and a basis for understanding the conditions of City employment.
5. Develop a program of recruitment and advancement that will make City service employment equitable and attractive as a career and encourage each employee to give his or her best service to the City.
6. Carry out the personnel policies of the City Council.

This Personnel Manual shall not apply to any employees in a represented employee’s organization unit to the extent to which this policy is inconsistent with the terms of an agreement or memorandum of understanding covering such employees. If this policy is contrary to or inconsistent with the terms of an agreement or memorandum of understanding, the language in the agreement or memorandum of understanding will control.

This Personnel Manual supersedes and replaces all previous personnel policies, practices, and guidelines. The City Council reserves full discretion to add to, modify, or delete provisions of this Personnel Manual, at any time without advance notice.

SECTION 1 GENERAL PROVISIONS

1.01. Title. This manual shall be known and may be cited as the “Personnel Manual.”

1.02. Purpose. The purpose and objectives of the Personnel Manual are described in the Statement of Purpose on page 1.

1.03. Non-Discrimination/Equal Employment Opportunity. The City of Hughson is committed to a policy of equal employment opportunity for applicants and employees. Employment decisions will comply with all applicable laws prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Immigration and Nationality Act, the California Fair Employment and Housing Act (California Government Code section 12940), and all applicable local, state and federal laws.

Furthermore, the City believes that all persons are entitled to equal employment opportunity and does not unlawfully discriminate against its employees or applicant because of race, religious creed, color, national origin, ancestry, citizenship, religion (including religious dress and grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding or related medical condition), gender identity, gender expression, reproductive health decision-making, age, physical or mental disability, legally protected medical condition, or information, family status, caregiver status, marital status, domestic partner status, sexual orientation, genetic information, military status, veteran status, or any other basis protected by local, state or federal laws. An equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

1.04. Reasonable Accommodation Policy. To carry out the City of Hughson’s commitment to providing equal employment opportunity for, and inclusion of all applicants and employees, the City will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy.

Reasonable Accommodations Related to Disability and Religion: The City will provide reasonable accommodations for (i) applicants with disabilities and employees with disabilities unless they cause undue hardship or result in a direct threat to the health and safety of others, in accordance with the Americans with Disabilities Act, Fair Employment and Housing Act, and other applicable laws, and (ii) applicants and employees based on their sincerely-held religious beliefs, practices, or observances unless the accommodation would cause undue hardship in accordance with Title VII of the Civil Rights Act, the Fair Employment and Housing Act and other applicable laws. Employees seeking such accommodation should promptly notify the Director of Finance and Administrative Services.

Pregnancy-Related Reasonable Accommodations: The City will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of: (i) Modified work duties or a modified schedule to permit earlier or later hours or more

frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations; (ii) A temporary transfer to a less strenuous or less hazardous position if such transfer can be reasonably accommodated, or (iii) a “Pregnancy-Related Disability Leave” if the employee is disabled by pregnancy as described in Section 9.12.

NOTE: Employees seeking accommodation related to lactation, should refer to the separate Lactation Accommodation Policy described in Section 9.04.

Employees seeking a pregnancy-related accommodation, including transfer, under this policy should notify the Director of Finance and Administrative Services. Notice must be timely and provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until thirty (30) days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy, or her coworkers).

1.05. Policy Against Discrimination, Harassment and Retaliation. The City of Hughson is committed to providing a work environment that is free of unlawful discrimination, harassment, and retaliation. In keeping with this commitment, the City maintains a strict policy prohibiting unlawful discrimination or harassment, on the basis of race, color, national origin, ancestry, citizenship, religion (including religious dress and grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding or related medical condition, gender, identity, gender expression, reproductive health decision-making, age, physical or mental disability., legally protected medical condition or information, family status, caregiver status, marital status, domestic partner status, sexual orientation, genetic information, military status, veteran status, or any other basis protected by local, State or federal laws. The City also prohibits retaliation, including the discharge, expulsion or other adverse acts, against any person because he or she has opposed any unlawful practices or because the person has filed a complaint, testified, or assisted in any investigation of such practices.

Unlawful discrimination, harassment of or retaliation against an applicant or employee by a supervisor, management employee or coworker on the bases listed above will not be tolerated. Similarly, the City will not tolerate unlawful conduct by its employees directed toward non-employees with whom the City employees have a business, service, or professional relationship (such as independent contractors, vendors, volunteers, or interns.) The City will also attempt to protect employees from such prohibited conduct by non-employees in the workplace.

Disciplinary action up to and including termination will be taken for behavior described in the following definitions of discrimination and harassment.

Unlawful discrimination, when based on the employee’s protected status described above, includes: refusing to hire or employ a person or to refuse to select the person for a training program leading to employment or to bar or discharge a person from employment or from a training program leading to employment or to discriminate against

the person in compensation or in terms, conditions, or privileges of employment (i.e. benefits, promotions, transfers, disciplinary action, etc.).

Unlawful harassment includes, but is not limited to:

1.05.01. Verbal Harassment. For example, epithets, derogatory comments, or slurs on any of the bases listed above.

1.05.02. Physical Harassment. For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on any of the bases listed above.

1.05.03. Visual Forms of Harassment. For example, derogatory posters, notices, bulletins, cartoons, or drawings on any of the bases listed above.

1.05.04. Sexual Harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance, or creates an offensive work environment. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to violate this policy.

1.05.05. Reporting and Investigation Procedure. Any individual (employee or applicant) who believes that he or she has been discriminated against, retaliated against or harassed, on any of the bases listed above should file a complaint of the incident and the name(s) of the individual(s) involved to the supervisor and/or Department Head nearest them in the chain of command who is not involved in the harassment.

Supervisors and/or Department Heads shall immediately report any incident of harassment to the City Manager. In the event that the City Manager is the person of whom the complaint is made, the supervisor and/or Department Head shall immediately report any incident of harassment to the Mayor.

Within one business day of receiving such a report (or as soon as possible thereafter), the City Manager or the City Manager's designated representative or an independent investigator shall interview the complainant. If, in the interviewing party's opinion, there are grounds to investigate further, the interviewing party(ies) shall promptly thereafter interview the person of whom complaint is made, and other persons who may be considered necessary, such as percipient witnesses. If, in the opinion of the investigators, the matter can then be resolved by appropriate warnings, correction action short of the imposition of discipline, or conciliation between the parties, they shall do so.

The interviews and investigations shall be restricted to the harassment issue under investigation; a record, including tape recordings, may be kept, and the City Manager or City Manager's designated representative shall maintain a confidential holding file documenting any investigations made, and the resolutions thereof.

Parties interviewed shall not be placed under oath, and non-union employees may be interviewed without representation.

If the matter cannot be resolved by appropriate warnings, corrective action short of the imposition of discipline or conciliation, and the investigators feel that the imposition of discipline is required, such discipline shall be imposed pursuant to the procedures established in this Personnel Manual.

In the event the imposition of discipline is required, all rights to representation, hearings, and appeal granted by the City's Municipal Code, Personnel Manual, and applicable state or federal law shall be observed.

All investigations will remain confidential to the extent allowed by law. The City Manager (or designated representative), will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable and tracking for reasonable progress and timely notification of the results of the investigation. The investigation will be conducted in a fair, timely, and thorough manner (e.g. parties will receive appropriate due process, the City will reach reasonable conclusions based on evidence collected, etc.), but the City may not be able to provide complete confidentiality. Employees making complaints are expected to cooperate fully with the person(s) designed to investigate the complaint.

There will be no retaliation for the making of a complaint, but the making of a knowingly false complaint of harassment may be grounds for discipline.

All employees, supervisors, and managers shall be sent copies of this Policy and this Policy shall be posted in appropriate places.

Discrimination, harassment, and retaliation as defined above, violates Title VII of the Civil Rights Act of 1964, the California Fair Employment Commission ("EEOC"), and the California Civil Rights Department ("CRD") (formerly the Department of Fair Employment and Housing.) In addition to notifying the City about discrimination, harassment or retaliation complaints, affected employees may also direct their complaints to the CRD or EEOC, which have the authority to conduct investigations of the facts. The deadline for filing complaints with the CRD is three years from the date of the alleged unlawful conduct, and the deadline to file complaints with the EEOC is three hundred (300) days from the date of the alleged unlawful conduct. Employees can contact CRD or EEOC office at the locations listed in the City's CRD/EEOC poster or by checking the State Government listings in the local telephone directory.

Violation of this policy may constitute cause for discipline, up to and including termination.

1.06. Abusive Conduct Prevention/Anti-Bullying Policy. The City also prohibits and will not tolerate any form of workplace bullying by and against the City's employees, supervisors, managers, applicants for employment, and others in the workplace environment, including customers and vendors. Every employee is responsible for maintaining and contributing to an environment that is free from bullying. All employees

(including supervisors and managers) are expected to conduct themselves in a manner that demonstrates professional conduct and mutual respect for others. Supervisors and managers must make every reasonable effort to establish and maintain a workplace free of bullying and abusive conduct.

For purposes of this policy, abusive conduct is conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. However, a single act shall not constitute abusive conduct, unless especially severe and egregious.

This description above is illustrative only and not exhaustive. No form of workplace bullying or abusive conduct will be tolerated.

1.07. Anti-Harassment Training. Every City employee is required to undergo training regarding the prohibition on harassment, discrimination, and retaliation within his or her first six months of assumption to a position and at least once every two years thereafter. Supervisory employees are required to undergo 2-hours of training and all other employees are required to undergo 1-hour of training. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

1.08. Immigration Law Compliance. The City is committed to full compliance with the federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all newly hired employees must go through this procedure.

1.09. Age Requirements. The minimum age requirement for regular employment by the City of Hughson is eighteen (18) years of age. Persons younger than eighteen (18), but who are at least sixteen (16) years of age may be eligible to participate in the City's Volunteer and Internship Program. All minors under the age of eighteen (18) must have written approval of a parent and/or guardian to participate in the program.

1.10. Fair Employment Practices. Any technique or procedure used in recruitment and selection of employees shall be designed to measure only the job-related qualifications of applicants. No questions in any tests, or in any application forms, or by any department manager shall be so framed as to attempt to elicit information concerning the prohibited bases of discrimination set forth in Section 1.03 above, or political opinion or affiliation. Nothing herein contained shall be construed to preclude the execution of loyalty oaths as is permitted by law.

1.11. Dissemination of the Personnel Policy. Copies of the Personnel Policy shall be provided to all employees. Copies shall be on file in the Personnel Department and in

each department manager's office. Where departmental rules and regulations are in force, copies of such rules will also be available to employees of that department.

1.12. City Rights. The City Manager and other persons such as the City Council may authorize, has the exclusive right, in accordance with applicable laws and regulations, to take certain actions including, but not limited to, the following:

- A. Directing of employees in the performance of their duties;
- B. Hiring, promoting, transferring, classifying, and assigning employees;
- C. Disciplining or dismissing employees;
- D. Determining the City's purpose, budget, and organization; and
- E. Determining and effectuating methods of implementing the foregoing.

1.13. Personnel Management Responsibilities. The City Manager is responsible to the City Council, pursuant to the Hughson Municipal Code Section 2.08.070, to appoint, and when necessary for the good of the City, to remove any employee of the City, subject to the Personnel Manual, except the city attorney, city treasurer, commissioners, and elected officials.

1.14. Administration of Rules. The City Manager, subject to the direction of the City Council, is responsible for the administration of the rules set forth in this Personnel Manual.

1.15. Delegability of Powers by the City Manager. The City Manager, in his or her absence or disability, may delegate any of his or her authority set forth in these rules as he or she may deem appropriate and necessary.

1.16. Employee Organizations. Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee's organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his or her exercise of these rights.

In the event provisions of these rules contradict those included in a Memorandum of Understanding accepted by the City Council and in effect between the City and formally recognized employee organizations, the terms of the Memorandum of Understanding shall prevail.

1.17. Driving Record. The following policy shall be applicable to each City employee. (Refer to section 8.17 for mileage reimbursement for use of personal vehicles for city business.) The City will obtain a driver's record report from the State Department of Motor

Vehicles for each existing and new employee(s) as driving may be a regular part of every City employee's business duties. The City may from time to time obtain updated reports. Any employee subject to this policy shall cooperate with the City in obtaining such reports.

Each employee shall maintain a safe and careful driving record.

1.18. Employment of Relatives. Relatives of present employees may be hired by the City only if (1) individuals concerned will not work in a direct supervisory relationship, and (2) the present employee is not in a position classified as "confidential," and (3) the employment will not pose difficulties for supervision, safety, security, or morale. "Relatives" are defined to include spouses, registered domestic partners, children, sisters, brothers, mothers or fathers, or children-in-law, sisters-in-law, mothers-in-law, brothers-in-law, or fathers-in-law.

In the event that a change in status occurs (as by marriage, promotion, job assignment, demotion, adoption) with respect to present employees then the present employees will be permitted to continue employment with the City only if they do not work in a direct supervisory relationship with one another, and neither is in a "confidential" position, and they do not pose difficulties for supervision, security, safety, or morale. If employees whose status changes do work in a direct supervisory relationship with one another, or one is in a confidential position, or the relationship poses difficulties for supervisors, safety, security, or morale, then the City will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the City employment. The decision as to which employee will leave is left solely to the affected employees.

This policy shall be effective for all employees hired after the date of the resolution of the City Council adopting these Rules.

1.19. Safety. Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety-conscious, and employees are expected to abide by safety policies and practices that are available from each area superintendent or the City Clerk's office. Please report any unsafe or hazardous condition directly to your supervisor immediately. Every effort will be made to remedy problems as quickly as possible.

In case of an accident involving a personal injury, which is work-related, regardless of how serious, please notify your supervisor and the employee performing the Risk Management function immediately. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, he or she will be entitled to benefits under the Worker's Compensation laws in most cases. The City carries Worker's Compensation insurance and will assist employees to obtain all benefits to which they are legally entitled.

1.20. Personnel Records. The Director of Finance and Administrative Services shall maintain electronic records, and personnel files for each employee, showing his or her name, title, department, salary, changes in employment status, leave record, and other

pertinent information. Personnel files shall also be maintained for each employee, to include the employment application, copies of personnel actions, accident reports, training courses completed, commendations, reprimands, and other pertinent documents.

All personnel records including applications, examination papers, eligible lists, etc., shall be considered confidential and shall be made available only to the employee or to a department head and concerned; except that an employee may inspect his or her personnel records at reasonable intervals and at reasonable times upon written request. A candidate in an examination may review only his or her own test papers when test material is open for inspection. A candidate shall not have the ability to review any confidential portions of any background investigation in order to maintain the integrity of receiving truthful information from respondents.

All employees, including those on leave of absence, shall keep the Personnel Office informed as to their current home address at all times.

SECTION 2 DEFINITIONS

2.01. Administrative Leave. Administrative leave may be provided to management and mid-management employees who do not incur overtime. The amount of time off will be governed by the current memorandum of understanding which is in effect.

2.02. Allocation. The official determination of the class to which a position belongs or the approved number of positions in an appropriate class.

2.03. Anniversary Date. The date the employee began a current continuous service.

2.04. Appointing Power. The officers of the City, who in their individual capacities, or the City Council, have the final authority to make the appointment to the position to be filled.

2.05. Authorized Position. A specific work position, within a job classification, which is or may be held by an employee, and has been expressly approved by the City Council by inclusion within the budget.

2.06. Bereavement Leave. A period of time allowed with or without pay to a regular employee in the event of death of a family member as defined by applicable law. (California Government Code section 12945.7).

2.07. City. City means the City of Hughson, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said city, or any duly authorized management employee as herein defined.

2.08. Class. All positions sufficiently similar in duties, authority, responsibility, and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion, and salary.

- 2.09. Compensation. The salary, wage allowance and all other forms of valuable consideration earned by or paid to any employee by reason of his service in a position, but not to include any compensation for expenses incurred incidental to employment.
- 2.10. Compensatory Time (Comp. Time). Accumulated time which an employee can bank in lieu of overtime payment.
- 2.11. Continuous Employment. City employment which is uninterrupted except by authorized absences.
- 2.12. Continuous Examination. An open competitive examination which is administered periodically.
- 2.13. Demotion. A disciplinary change in job classification to a lower salary or salary range.
- 2.14. Department. A major administrative branch of the City, involving a general line of work, with one or more employees under the charge of a designated department head.
- 2.15. Disciplinary Action. The written reprimand, dismissal, demotion, reduction in pay, suspension or termination of an employee for punitive reasons and not for any non-punitive reasons.
- 2.16. Dismissal or Termination. Involuntary termination of employment with the City.
- 2.17. Eligible. A person who was successful in the examination process.
- 2.18. Eligible Applicant Pool. That list of individuals who have successfully passed all employment tests for an authorized position but have not been hired.
- 2.19. Employee. A person who is legally occupying a position in City service or who is on an authorized leave of absence from the position. Employees are separated into different employment categories as set forth in Section 5 of this Personnel Manual.
- 2.20. Employee Organization. Any organization which includes employees of the City and which has as one of its primary purposes representing such employees in their employment relations with the City.
- 2.21. Good Standing. Being currently employed, and not under disciplinary action, by the City.
- 2.22. Grievance. Any good faith or reasonable complaint of one or more employees or a dispute between the City and one or more employees involving the terms and conditions of his or her employment, but not involving imposition of discipline.
- 2.23. Job Classification. Descriptive title of a certain type of job performed by a City employee. Inherent in each classification are certain duties, responsibilities, and degrees of authority.

- 2.24. Jury Duty. Time off to serve as required by law on an inquest or trial jury, or to appear in court as a witness.
- 2.25. Leave of Absence. An authorized absence from duty without pay of any regular employee pursuant to Subsection 9.05 of this Personnel Manual.
- 2.26. Merit Increase. A step increase in an employee's designated salary range.
- 2.27. Military Leave. Time off for employees to serve in the armed forces of the federal government, or for military training, or for members of the reserve component of the armed forces who are called to active duty.
- 2.28. Overtime. Hours worked by a non-exempt employee in excess of forty (40) in a workweek. Fair Labor Standards Act, 29 U.S.C section 207(a)(1).
- 2.29. Performance Evaluation. A review and evaluation of an employee's performance and capabilities in his or her authorized position by his or her immediate supervisor.
- 2.30. Personnel Manual/Rules. This group of rules and procedures concerning City employment.
- 2.31. Personnel Officer. That person charged with the responsibility and given commensurate authority to enforce these rules and regulations. In the absence of another person so designated, the City Manager is the personnel officer.
- 2.32. Probationary Period. A period to be considered an integral part of the examination process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position, and during which the employee may be terminated with or without cause, and with or without notice.
- 2.33. Retirement. As used in this manual, the term "retirement" has the same meaning as it is used by the California Public Employees' Retirement System (CalPERS).
- 2.34. Salary Range. Categories which determine the minimum and maximum salary payable for each employment classification.
- 2.35. Salary Step. A level of salary payable in each salary range.
- 2.36. Sick Leave. A paid absence from duty by an employee for preventative care or the diagnosis, care, or treatment of an existing illness, injury, or medical condition (including doctor's appointments), for the employee or the employee's family member or designated person and for other uses allowed by law. (See California Labor Code section 246.5(a)).
- 2.37. Suspension. The temporary separation from service of an employee, without pay, for disciplinary purposes.
- 2.38. Termination. The conclusion or cessation of employment with the City, whether initiated by the City or the employee.

2.39. Vacancy. An unfilled authorized position with the City.

SECTION 3 GENERAL INFORMATION OF THE CITY ORGANIZATION

3.01. Governing Body. The City Council, elected to the office by the people, is the governing body of the City of Hughson. It is their duty and responsibility to enact municipal laws and to formulate the general policies of City government for the general welfare of the people. It is also their duty to interpret these policies when in need of clarification.

3.02. Administration. The City of Hughson is a general law city and operates under the council-manager form of government. Under this form of government the City Council appoints an administrator of City Government who is referred to as the City Manager. He or she is responsible to the City Council for managing the administrative affairs of the City, and assuring that the City functions properly and in the best interest of the people. He or she is assisted in accomplishing this by working through various department heads and assistant staff.

SECTION 4 CLASSIFICATION OF PERSONNEL

4.01. Personnel Organization. The City is organized into several departments. Each department includes one or more job classifications. Each job classification has one or more authorized positions.

4.02. Determination of Personnel Classification. The City Manager or a delegated individual or individuals shall ascertain and record the duties and responsibilities of all positions in the City service, except City Manager, City Treasurer, and City Attorney, and shall recommend a classification for such positions.

The classifications shall consist of classes of positions in the City service defined by class specifications, including the title. The classifications shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class.

4.03. Adoption, Amendment, and Revision of Personnel Classification. The classifications shall be adopted by the City Council and may be amended from time to time. During the process of consideration, any recognized employee organization affected shall be advised. Amendments and revisions of the plan may be suggested by an interested party, including any recognized employee organization.

4.04. Allocation of Positions. Following the adoption of the personnel classification and after consultation with any recognized employee organization affected, the City Manager shall allocate every position in the City's employ (except City Manager, City Treasurer, and City Attorney) to one of the established classes. The allocation shall be reflected in the City's salary schedule.

4.05. New Positions. A new position shall not be created and filled until the classification has been amended to provide thereof and an appropriate employment list established for such position.

4.06. Reclassification. Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, may be allocated by the City Manager to a more appropriate class.

SECTION 5 EMPLOYMENT CATEGORIES

In order to determine eligibility for various benefits, the following employment categories have been established.

5.01. Probationary Employees. Employees are hired by the City on a probationary basis for a period of twelve (12) months for miscellaneous personnel, for the purpose of assessing their ability to perform assigned tasks. Such employment may be terminated at any time during the probationary period if such action is deemed appropriate by the employee or the City, with or without cause, and with or without notice. The probationary period may be extended by the City, in its sole discretion, if it determines that such an extension is desirable or appropriate, for up to an additional full period. A new probationary period shall commence upon assignment to a different position.

5.02. Regular Full-Time Employees. A regular full-time employee is an employee of the City who is regularly assigned to work forty (40) or more hours per week in an authorized position, which position exists continuously, and who has completed his or her probationary period.

5.03. Temporary Employees. A temporary employee is any employee who is not a regular employee, as defined in Subsection 5.02 of this Personnel Manual, or a probationary employee, as defined in Subsection 5.01 of this Personnel Manual, or an elected or appointed employee as defined in Subsections 5.05 and 5.06 of this Personnel Manual, or a part-time employee as defined in Subsection 5.04. of this Personnel Manual. Thus, employees who work in a position which exists only seasonally, or employees who hold a job of limited duration arising out of special projects, abnormal workload, or emergencies (regardless of the number of hours worked) are temporary employees. These employees are not eligible for City provided benefits, except as provided by applicable law. Temporary employees can be terminated with or without notice, and with or without cause, at any time, by the employee or City. An employee will not change from temporary status to another status unless specifically informed of such a change, in writing, by the City Manager, and Section 7 shall apply to such change.

5.04. Part-Time Employees. A part-time employee is an employee who has been appointed to an authorized position, which position exists continuously, in which the employee will be regularly scheduled to work fewer than 40 hours per week.

Part-time employees are generally not entitled to the benefits and rights provided in this Personnel Manual unless it is expressly stated or required by law (for example: Paid Sick Leave as provided in section 8.04). However, Part-time employees shall become eligible

to receive partial (a pro-rated amount proportional to employees working 40 hours per week) vacation leave and holiday pay, provided that they: (1) have current membership in the Public Employees Retirement System (PERS); (2) that they have worked twelve consecutive months of regularly scheduled halftime employment (e.g., 20 hours per week) or more; and (3) that they meet the City of Hughson's requirements for the PERS system.

5.05. Rehired Employees. Regular employees who are rehired following a break in service in excess of thirty (30) days (other than an approved leave of absence) must serve a new probationary period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including for purposes of measuring benefits and seniority.

5.06. Emergency Employees. To meet the immediate requirements of an emergency condition, such as extraordinary fire, flood or earthquake, which threatens public life or property, any legally competent officer or employee, with the approval of the City Manager may employ such persons as may be needed for the duration of the emergency without regard to the rules affecting appointments.

5.07. Appointed Employees. The City of Hughson has three positions which are filled directly by the City Council, and to which the Personnel rules do not apply. These are the City Manager, City Treasurer, and the City Attorney, who serve solely at the pleasure of the City Council, subject to applicable provisions of law.

SECTION 6 FAIR LABOR STANDARDS ACT EMPLOYEE CATEGORIES

6.01. Non-Exempt Personnel. Non-Exempt personnel include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act (FLSA) or any applicable state laws. Employees in this category are generally entitled to overtime pay for work in excess of forty (40) hours in a work week.

6.02. Exempt Personnel. This category includes all employees who are classified exempt from the overtime provisions of the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. Such employees include employees who qualify as exempt department managers and mid-management personnel and elected officials.

SECTION 7 RECRUITMENT PROCESS

7.01. Announcement. All recruiting for regular (full-time and part-time) positions shall be conducted in accordance with this Section 7.

All examinations for classes for regular (full-time or part-time) positions in the City service shall be publicized by such methods as the City Manager or his or her designee deems appropriate. Recruiting for temporary employees may be conducted and/or advertised in such manner as the City Manager deems appropriate. Special recruiting may be conducted, if necessary, to ensure that all segments of the community are aware of the forthcoming examinations. The announcements shall specify the title and pay of the class

for which the examination is announced; the nature of the work to be performed; preparation desirable for the performance of the work of the class; the manner of making application, the form or forms of examination which may be used, and other pertinent information.

7.02. Application Forms. Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certificates of one or more examining physicians and references. All applications must be signed by the person applying.

7.03. Disqualification. The City Manager or his or her designee may reject any application which indicates that the applicant does not possess the minimum qualifications required for the position. Applications may be rejected if the applicant has made any false statement of any material fact or practiced deception or fraud in an application.

7.04. Examination Process. The selection techniques used in the examination process shall be impartial and relate to those subjects which fairly measure the relative capacities of the persons examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations shall consist of selection techniques which will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, other written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other prescribed training or any combination of these or other tests. The probationary period shall be considered as a portion of the examination process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class, covering only factors related to such requirements. No medical or psychological exam or inquiry of an applicant will be conducted before they are extended an employment offer. However, offers may be conditioned on the applicant passing medical or psychological examinations or inquiries used to determine fitness for the job.

7.05. Promotional Examinations. Promotional examinations may be conducted whenever the needs of the City require. Promotional examinations may include any of the selection techniques approved by the City. Only regular or probationary employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations.

All job openings shall be posted for a period of sixteen (16) working days on the City's website. If applicable, the job posting shall include the name of the validated test(s) to be used.

It is the City's policy to give qualified employees preference to other applicants when filling vacancies within the organization. However, because of legal requirements and because of the levels of education and other qualifications required for many positions, promotions from within are not always possible. An employee's past performance, qualifications, potential, abilities, and job experiences are important factors that are considered in the selection of employees for promotion. Any employee who meets minimum qualifications

for the position is guaranteed entrance to the first examination, written or oral. If all applicants are equal in qualifications at the final interview stage, then a qualified employee will receive the position in preference to a qualified nonemployee.

7.06. Continuous Examinations. Open-competitive examinations may be administered periodically for a single class as the needs of the service require. Applications will be kept on file by the department affected, for as long as that department head or the City Manager deems appropriate.

7.06.01. Notification of Examination Results and Review. Each candidate of an examination shall be given notice of the results thereof, and if successful, of the final earned score and/or whether or not they have been placed on the employment list.

All candidates shall have the right to inspect their own test answer sheet within five (5) working days after the notifications of examination results have been postmarked. Any error in computation, if called to the attention of the Personnel Department within this period, will be corrected. However, such corrections shall not require invalidation of appointments previously made.

7.06.02. Background Checks. In accordance with applicable law, background checks will also be conducted for all applicant positions prior to appointment, as well as when the City Manager deems appropriate.

The City will not consider an applicant's criminal conviction history until a conditional offer of employment has been extended. After making an offer, the City will conduct a background check, which will include the applicant's criminal history. The City may revoke the offer based on the applicant's criminal history based on an individualized assessment that justifies denial. Applicants will be notified of the City's intent to revoke the offer and the applicant will have a chance to provide additional information in response before the City makes a final decision. This procedure is not applicable to positions where a local, state or federal law or regulation requires the City to reject an applicant based on their criminal history.

7.06.03. Medical Examinations. A medical examination, including drug and alcohol testing, at City expense is required before appointment for all city employees. Such medical examination will be required only after a conditional offer of employment has been made. Such examination shall be performed by a licensed physician of the City's choice and the scope of the examination will be job-related and consistent with business necessity. Documents indicating that the employee has received a medical clearance shall be received by the City Manager and Director of Finance and be made part of his or her personnel file, but all information obtained as a result of the examination shall be kept in a separate file, in accordance with the Americans with Disabilities Act and state regulations. The City Manager may establish job-related physical standards for each job classification.

Only a conditional appointment will be offered to an applicant who has not yet submitted to an authorized examination. Employment will be contingent on a

satisfactory examination. Except in the case of a test for current illegal drug use, any individual who would be disqualified by the results of the exam will be allowed to submit independent medical opinions before a final decision is made.

7.06.04. Appointment. The position of City Manager, City Treasurer, and City Attorney shall be filled by City Council appointment. All other positions shall be filled by appointment by the City Manager. All appointments shall be as a regular employee, temporary employee, part-time employee, emergency employee or probationary employee.

7.06.05. Probationary Periods. All new employees shall serve a probationary period as outlined in Subsection 5.01 of this manual. The employee shall be eligible for sick leave benefits as of the date of hire.

The City can extend the duration of the probationary period one or more times if, in its sole and absolute discretion, it determines that such an extension is appropriate, pursuant to Subsection 5.01. A new probationary period will begin upon assignment of an employee to a new position; if the assignment to the new position is a result of promotion, Section 7.06.08 will apply. The probationary period does not alter the at-will nature of employment. If an employee is at-will, the employee is not guaranteed to complete the probationary period nor is any length of employment guaranteed by successful completion of the probationary period. The at-will nature of employment remains in effect, meaning that the employment relationship can be terminated by the employee or the City at any time during or after a probationary period with or without cause, and with or without notice, and without compliance with Section 10 of this Manual.

7.06.06. Reports on Probationers. Department heads shall be responsible for the preparation and submission of performance evaluations as required by the City Manager. The department head shall recommend retention or rejection of the probationer prior to the expiration of the probationary period.

7.06.07. Release Following Promotion. An employee released during probationary period following promotion shall be reinstated at his/her former salary step to his/her former position or a position in the class from which he/she was promoted, unless the reason for his/her release is cause for dismissal. "Release" in this section means failure of the probationary period. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he/she has satisfactorily served. If any employee is caused to be released by such action, he/she shall be placed on a reemployment register for the classification from which he/she was released. Any employee who is released during a probationary period following promotion shall retain his/her rights to appeal the dismissal from the City, but not the right to appeal his/her release from the position from which demoted.

7.06.08. Seniority. Upon completion of his or her probationary period, an employee's seniority shall be established. The seniority date begins at the original date of hire in a regular position.

SECTION 8 SALARY AND COMPENSATION PLAN ADMINISTRATION

8.01. Salary Ranges. The City has adopted certain salary ranges for fulltime City employees. These ranges may be changed from time to time by City Council action or in accordance with approved agreements, or memoranda of understanding with recognized employee organizations.

8.02. Salary Organization. There shall be a salary range for each authorized position. Each salary range shall include salary steps (A step, B step, C step, D step, and E step) respectively.

8.03. Administration of Salaries. The City has a salary schedule which denotes the steps in the pay ranges of the City salary plan.

Except as otherwise provided by the City Manager or this manual, employees and candidates shall be employed or appointed at the entry level of the salary range for their particular class. Advancement within a salary range shall not be automatic, but shall be given only upon approval of the City Manager. An employee may be considered for increases in salary according to the following schedule, but all advances or increases will be based on merit and performance:

Step A shall be paid upon initial appointment to City service for a period of six (6) months, except when another step is indicated as the beginning pay step.

After satisfactory completion of at least six (6) months' service at Entry Level, (step A) employees may be considered for merit increase to B Level. Employees appointed at other than Step A may be considered for an increase to the next higher step upon the satisfactory completion of at least twelve (12) months' service.

New positions or promotions for any position shall not exceed one step per service year and shall include a complete written personnel evaluation prior to any step increase.

Longevity Bonus. A regular employee who has ten (10) years of service with the City of Hughson shall be eligible for a longevity pay bonus of five percent (5%) and will receive an additional two and one-half percent (2.5%) bonus 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%) bonus when they have twenty (20) years of service with the City of Hughson.

Years of service will 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.

Longevity bonuses shall not be considered automatic but will be based upon merit and consistent job standard performance. In addition, longevity pay for management employees is subject to an annual evaluation by their supervisor and conditioned on the recommendation of the management employee's Department Head and approval of the City Manager.

Incentive Pay. Incentives are available to employees within this bargaining unit. These incentives are described in detail in the most recently adopted MOU.

In addition, all full and part-time employees, including management, may qualify for a Bilingual Pay incentive, described as follows:

- a. Non-management employees who are certified as bilingual in English/Spanish in the spoken word shall receive additional compensation in the amount of one and one-half percent (1.5%) of base pay.
- b. Non-management employees who are certified as bilingual in English/Spanish both spoken and written shall receive additional compensation in the amount of two and one-half percent (2.5%) of base pay. Said certification shall be determined by the City subject to review and input by the union. Bilingual employees shall be fluent to a level so as to easily communicate with Spanish speaking customers and the public on City business matters.
- c. The maximum Bilingual Pay incentive that can be received by non-management employees is two and one-half percent (2.5%) of base pay.
- d. Management employees who are certified in English/Spanish in the spoken word will receive a flat amount monthly of \$125.00 a month, and \$200 a month for certification of English/Spanish spoken and written.

Education Pay. Full-time employees may also be eligible for increases to their pay based on possessing certain academic degrees or certificates. For more details, please refer to the City's Administrative Policy.

8.04. Temporary Employees. The following policies shall be applicable to temporary employees:

They shall have no right to, or expectation of, reemployment after the term of such temporary employment.

They are not eligible for membership in the current employee union.

They shall not serve a probationary period.

They may be terminated at any time, with or without cause, and with or without notice, and without compliance with Section 10 of this Manual.

Their term of employment shall cease when the City Manager determines there is no longer a need for such seasonal or temporary employees.

They shall receive no employee benefits other than wages, except as provided by law.

8.05. Part-Time Employees. Note the following policies shall apply for part-time employees:

They are not eligible for membership in the current employee union.

They may become eligible for fulltime employment should a position for which they are qualified becomes open.

They shall become eligible to receive partial vacation leave granted to full time employees on a pro-rated basis, provided that they have current membership in the Public Retirement System and have worked at least twelve (12) consecutive months of regularly scheduled half time employment (e.g., 20 hours per week).

8.06. Performance Evaluations. An employee's supervisor will prepare at least once per year, after probation ends, in writing, a performance evaluation for each regular employee.

Performance evaluations may also be prepared in the following instances:

When an employee has worked an initial six (6) month period in his or her new job position (this applies not only to newly hired employees, but also to employees who have been promoted or otherwise transferred to new job positions).

Upon completion of the employee's first twelve (12) months of service following the probationary period and annually thereafter.

When an employee is being considered for promotion, transfer, demotion, termination, or when other disciplinary action is being considered.

Whenever the employee's supervisor believes there has been a significant change in the employee's performance.

All performance evaluations become a permanent part of the employee's personnel file.

Upon the completion of the performance evaluation, a meeting shall be held between the employee and the supervisor to discuss the employee's performance and to assist in developing the employee's maximum potential within City service.

Employees receiving less than an overall average rating on their performance evaluation will not be entitled to a merit increase in salary.

8.07. Change in Pay Following Promotion. When an employee is promoted, he or she shall normally receive the first step in the salary range for the new position. However, if the first step in the new position does not result in at least a 5% increase (or within six cents (\$.06) of a 5% increase) in salary, the employee will receive the next step in the salary range of the new position. The City may review other factors and make adjustments to ensure that the employee's compensation is consistent with the benefit of being promoted.

8.08. Re-Classification Change in Pay. A reclassification study and change reflect an equity adjustment based on the assigned duties and responsibilities of the position. When a position is reallocated to a classification with a higher pay range, and the incumbent employee retains the position, the employee will retain the same step assignment and his accrued time-in-step. No minimum salary adjustments will be applied. When a position is reallocated to a classification with a lower salary range, the incumbent employee shall not be reduced in pay while he continues to occupy the position. If his current salary rate exceeds the maximum step of the new range, his salary shall be frozen at its current level. When the incumbent leaves the position, his replacement may be hired at the beginning rate; the rate will normally be the beginning rate but is negotiable.

8.09. Pay for Employees in an "Acting" or "Interim" Capacity. Employees in an "Acting" Capacity. Any employee who is formally assigned to and performs the duties of a higher-level position on an "acting" basis for longer than thirty (30) continuous workdays shall, commencing with the sixth (6) workday of such assignment, receive the first salary step of the assigned position to continue for so long as he performs the duties of the higher classification.

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

Any employee serving in an acting capacity whose compensation at their regular position is greater than the first salary step of the acting position, 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.

Employees in an "Interim" Capacity. An employee who is temporarily assigned to a position that is out of class (i.e., to a position that is not covered by the MOU) will be paid based on the classification of their interim position. Accordingly, an employee who is appointed to a management position on an "interim" basis is considered exempt and not eligible for overtime or standby time.

8.10. Employee Benefits. The City provides certain benefits for its employees, depending on employee categories. The details of such benefits are set forth in the current City Council Resolution. 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.

8.10.01. 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 immediately.

8.10.02. 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 coverage is waived by the employee. The City pays the cost for employee group insurance coverage as established by City Council resolution.

8.10.03. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), employees and their dependents are entitled to a continuation option of group health plan benefits coverage at group rates plus costs to the City on the occurrence of certain qualifying events such as termination and retirement.

8.11. Retirement Plan. The City's retirement program through the Public Employee's Retirement System is available to employees as provided in the contract between the City and PERS. Generally, 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.

Current members as defined by the California Public Employees' Pension Reform Act of 2013 to pay the PERS employee share contribution in the amount required by law. New members would fall under the California Public Employees' Pension Reform Act of 2013 and pay the full amount of the employee share contribution.

For further information, please contact the Human Resources Department.

8.12. Deferred Compensation. 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 an employee participating in the deferred compensation program, the City shall pay into deferred compensation in a dollar for dollar match up to a maximum of Fifty dollars (\$50.00) per month, or as listed in the applicable MOU and approved by City Council.

8.13. Unemployment Insurance. Unemployment insurance is provided in accordance with current state and federal laws.

8.14. Damaged Clothing Reimbursement. The City will reimburse any employee for the accidental destruction of, or damage to, personal clothing when used on the job. Reimbursement shall be based on the cost of repair, as approved by the City Manager through a reimbursement claim form, but if the damage cannot be repaired then reimbursement shall be based on the article's market value.

8.15. Mileage Reimbursement. Reimbursement shall be made in accordance with the City's adopted travel policy, except that notwithstanding the travel policy, prior to use of the personal vehicle, the employee must meet the standards and present evidence of coverage as set forth in the Central San Joaquin Valley Risk Management Authority Pooled Liability Program Master Plan, Section 2B, and the requirements of that Policy and Procedure.

If an employee is involved in an accident while using their personal vehicle for City business, the employee's insurance will be liable. The use of City vehicles in lieu of personal vehicles is strongly encouraged.

8.16. Uniform Allowance. The City will provide uniforms and laundering thereof for each Public Works Department employee and said employees shall wear the uniforms on the job.

8.17. 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. 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 9 EMPLOYMENT HOURS, LEAVES, VACATION, AND HOLIDAYS

9.01. Hours of Work. City Administration hours are generally from 8:00 A.M. to 5:00 P.M., Monday through Friday. Work hours for Public Works are generally 7:30 A.M. to 12:00 P.M. and 12:30 P.M. to 4:00 P.M., Monday through Friday. Work hours are subject to change due to various reasons. Administration includes the Office of the City Manager, Finance Department, Planning Department, and the City Clerk's Department. The City Manager or Department Head may vary start and stop times from time to time. The City Manager may allow work at home for employees where practical. 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.

9.02. Timekeeping. Employees are expected to be on time daily and remain on the job throughout the regularly scheduled workday.

9.02.01. Nonexempt Employees. Nonexempt employees are required to accurately record and save all actual time worked (including the precise time when they begin and end each workday, the precise time they begin and end an unpaid meal or rest break, and the precise time when they begin and end working any overtime hours) on each day that they have any time worked using timecards and the Tyler Self-Service timekeeping system. Nonexempt employees and exempt employees must accurately record and save their absences and use of vacation and sick time using timecards and the Tyler Self-Service timekeeping system.

Nonexempt employees are prohibited from working "off the clock," meaning working time that employees do not record as time worked in for payroll purposes.

Any non-exempt employee who believes that he or she is expected to or has been asked to work without recording his or her time (“off-the-clock”) must immediately contact a member of management.

9.02.02. Exempt Employees. Exempt employees receive a salary which is intended to compensate them for all hours that they may work for the City. Generally, exempt employees receive their full salary for any workweek in which work is performed. However, by law, exempt employee salaries are subject to certain deductions and the City may reduce an exempt employee’s salary for the following reasons in a workweek in which work was performed:

- Deductions for full-day absences due to personal reasons, including vacation.
- Deductions for full-day absences for sickness or disability, pursuant to the City’s sick leave policy.
- Deductions for full-day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Deductions for Family and Medical Leave absences (full or partial day).
- Deductions to offset amounts received as payment for jury and witness fees or military pay.
- Deductions for unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules as set forth in this handbook.
- Deductions for the first or last week of employment when the employee works less than a full week.

Specific types of deductions may also be made, such as for the employee’s portion of insurance benefits, state, federal or local taxes, social security, or voluntary deductions. However, in any workweek in which the exempt employee performs any work, salary will not be reduced if:

- The absence is for a partial day for personal reasons, sickness, or disability.
- The absence is because the facility is closed on a scheduled workday.
- The absence is for jury duty, attendance as a witness, or military leave in any week in which the employee performs work.

Exempt employees are required to use accrued vacation or sick leave for full or partial day absences for personal reasons, sickness, or disability. Salary will not be reduced for partial day absences if the employee does not have sufficient time off. However, the employee may be subject to discipline for poor attendance.

All employees (exempt and non-exempt) must complete their own timekeeping records, as described above. Time worked and absences may not be recorded by another person on behalf of an employee. Any changes made to an already-submitted timesheet must have a documented reason and must be approved by both the employee and the supervisor. Only an employee’s direct supervisor or the [City Manager] can make adjustments to timekeeping records, and only after any such changes have been authorized by the employee in writing.

Falsifying time records is a breach of City policy and can be grounds for disciplinary action, up to and including an unpaid suspension or discharge.

9.03. Meal and Rest Periods. Employees shall have an unpaid one (1) hour meal period. Public Works employees shall have a thirty (30) minute lunch break. Employees shall have two fifteen (15) minute break periods, one in the morning and one in the afternoon. Employees should not combine their rest breaks with their meal periods or skip breaks to leave work early. The scheduling and timing of all meal and rest periods will be approved by the Department Head or City Manager.

9.04. Lactation Breaks/Accommodation. Any employee who is nursing an infant child has the right to request a reasonable break each time she needs to express her breast milk (lactation breaks). The lactation break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with an authorized rest period shall be unpaid.

The City shall provide for lactation breaks to be taken at a place other than a bathroom that is in close proximity to the employee's work area, shielded from view and free from intrusion. The break area shall be safe, clean, and free of hazardous materials (as defined in section 6382 of the Labor Code), contain a surface to place a breast pump and personal items, contain a place to sit, and have access to electricity or alternative devices such as extension cords or charging stations needed to operate an electric or battery-powered breast pump.

The City shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If the City cannot provide a refrigerator, it will provide another cooling device suitable for storing milk, such as an employer-provided cooler.

An employee may make a request for a lactation break accommodation to her immediate supervisor. The City will respond to the request. If the City cannot provide break time or a location that complies with the above policy, the City shall provide a written response to the employee. If the City demonstrates that complying with the policy above would create an undue hardship, the City will nevertheless make reasonable efforts to provide an employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private.

An employee who believes their right to a lactation accommodation in accordance with sections 1030 to 1034 of the Labor Code may file a complaint with the Labor Commissioner.

9.05. Overtime. It is the policy of the City to discourage employees from working in excess of their regular schedule. Overtime will be required of any non-exempt 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 and must be authorized in advance except in an emergency.

All non-exempt employees will receive overtime pay at a rate of 1½ times the employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek, or as otherwise stated in the applicable Memorandum of Understanding (MOU).

Unless an applicable MOU provides differently, only hours actually worked are counted to determine an employee's overtime pay. Compensated holidays, sick leave, and vacation, for example, are not hours worked and are therefore not counted in making overtime calculations.

Overtime is paid in 15-minute increments.

9.06. Make-up Time. Nonexempt employees may request to make up work time missed due to personal obligations on another day in the same workweek. Employees who receive advance approval to make up missed work time may do so only in the same workweek in which the time was missed. Make-up time is paid at the employee's straight-time rate of pay. To qualify, the make-up time must not cause the employee to work over 40 hours in a workweek.

The City does not encourage, discourage, or solicit its employees to use make-up time.

9.07. Compensatory Time Off in Lieu of Overtime. Compensatory Time Off ("CTO"), in lieu of overtime pay, will be granted to non-exempt employees who are regularly scheduled to work no less than 40 hours in a workweek with prior written approval from the Department head or supervisor. Employees may not accrue more than eighty (80) hours of CTO. Any employee who has accrued eighty (80) hours of CTO shall, for any additional overtime hours of work, be paid overtime compensation.

An employee who has accrued CTO and requests to use it shall be permitted by the City to use the time within a reasonable period after making the request if the use of the CTO does not unduly disrupt operations.

If compensation is paid to an employee for accrued CTO, it shall be paid at the employee's regular rate of pay at the time of payment.

Cash out of accumulated CTO balances will be required prior to employee promotion out of existing classification and upon termination of employment.

9.08. Administrative Leave. It is the policy of the City to allow employees in the management and mid-management categories to receive administrative leave since they do not receive overtime. Management employees employed as of January 1 of each calendar year may receive eighty (80) hours and mid-management personnel may receive forty (40) hours of administrative leave. Certain Mid-Management personnel may be granted additional administrative leave not to exceed eighty (80) hours by the City Manager upon recommendation of the Department Head that such employee(s) are working extraordinary hours beyond that expected by Mid-Management personnel. Balances must be used prior to December 31 of that same calendar year, or they will be lost.

Administrative leave is not compensable by pay.

New employees, or employees becoming eligible due to a promotion, receive administrative leave on a prorated basis, with seven (7) hours for management personnel and three (3) hours for mid-management personnel granted for each full calendar month remaining in the calendar year.

For an example only, a management employee hired on February 15 would receive seventy (70) hours of administrative leave for that calendar year.

Administrative leave is not a vested or earned right or form of compensation under this Personnel Manual, therefore there will not be reimbursement for accrued administrative leave. The amount of administrative leave granted and the conditions under which it can be taken are solely within the discretion of the City Manager.

9.09. Jury Duty and Court Appearances. This section shall not apply to any employee who is a 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 by law to serve on an inquest or on a jury or grand jury 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 or other expenses.

9.10. Leave of Absence. Upon written request and in the sole discretion of the City Manager, a leave of absence without pay may be granted to any regular employee for a period not to exceed six (6) months for the following reasons:

Need to attend to a health condition not covered by paid sick leave or Family and Medical Care Leave (e.g., to care for a family member or other person not covered under the applicable leave law), if written confirmation from the employee's physician or other licensed health care practitioner certifying the medical condition is provided.

Education or training which will materially benefit City service.

The policy set forth in this Subsection 9.10, shall not apply to disability leave for pregnancy, childbirth, or related medical condition, which is set forth within Subsection 9.12 of this Personnel Manual, nor to Family Care and Medical Leave, which is set forth within Subsection 9.20 of this Personnel Manual.

Requests for leaves of absence in excess of six months may be considered by the City Manager, who will evaluate potential benefits to the City, and may grant such extended leave of absence, in his or her sole discretion. To the extent that a leave of absence is requested as a reasonable accommodation of a qualified disability, the length of the leave shall be no later than the date the employee becomes capable of performing the essential functions of their position with or without reasonable accommodation. Further employees acknowledge that a disability requiring a leave beyond one (1)-year would create an undue hardship for the City given the City's size, resources, and operational needs.

Requests for leave of absence shall be submitted to the employee's supervisor and referred to the City Manager and shall state specifically the reasons for the request, the date when it is desired to begin the leave, and the probable date of return. Upon return from an authorized leave of absence, the employee on leave shall be returned to the position he or she vacated, even if a replacement has been obtained. However, the City cannot guarantee that the employee's former position or any other position will otherwise be available upon the expiration of the scheduled leave, or if extending the leave in the case of a reasonable accommodation would constitute an undue hardship.

In the event a probationary or regular employee is transferred or promoted on a temporary basis for the duration of a leave of absence, of another employee, such appointment shall have no permanent effect on the status of the employee so promoted or transferred, and he or she shall be returned to his or her prior position and be entitled to all rights and privileges as though he or she had not been temporarily promoted or transferred.

Accumulated sick leave (if the leave of absence is for illness purposes) and/or accumulated annual leave may be used prior to being granted an unpaid leave of absence under this section. Employees shall not accrue annual vacation or sick leave while on an unpaid leave of absence; however, employees returning to work following an unpaid leave of absence shall retain their accumulated time, if not otherwise used. During such unpaid leave of absence, the City shall not pay for Group Medical-Dental-Life-Vision Insurance Benefits (but the employee may pay the full premiums therefore), except that the City shall pay for Group Medical-Dental-Life-Vision Insurance benefits during that period of leave that is provided as a reasonable accommodation of a qualified disability.

9.11. Attendance Policy/Unauthorized Leave of Absence. The City requires regular and punctual attendance from all employees. Employees who are going to be absent for a full or partial workday or late for work must notify [their supervisor/City Manager] as far in advance as possible but at least [1 hour] before the start of the workday. If the absence is due to an emergency or unexpected circumstances, employees must notify their supervisor [and/or City Manager] as soon as possible.

Absences and tardiness will be considered excused if the employee requested the time off in accordance with the City's policies on vacation and/or sick leave, received the required approval for the absence or tardiness, and has enough accrued, but unused, time to cover the absence or tardiness. Absences will also be considered excused if the employee requested the time off in accordance with a City policy permitting a leave of absence, received the required approval for the leave, and is in compliance with the leave policy.

An employee will be considered to have taken an unexcused absence if the employee is absent from work during scheduled work hours without permission, including full- or partial-day absences, late arrivals, and early departures.

Any employee who is absent for three (3) consecutive working days without being on supervisor approved sick leave, vacation leave, or any other authorized leave of absence shall automatically have resigned his or her employment with the City.

Nothing in this section shall limit the department supervisor's authority to discipline or dismiss an employee due to an unauthorized absence.

An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his or her City employment.

9.12. Disability Leave for Pregnancy, Childbirth or Related Medical Condition. An employee is disabled by a pregnancy, childbirth, or related medical condition, if in the opinion of her own doctor or other licensed health care practitioner; she is unable because of pregnancy, childbirth, or related medical condition, to perform the essential duties of her job or to perform these duties without undue risk to herself or other persons. Accordingly, the City provides leave for the period of actual disability, up to a maximum of four months. Leave may be taken intermittently or on a reduced-hours schedule, as medically advisable.

Procedure for Requesting Leave: Whenever possible, the employee should submit a written request for Pregnancy Disability Leave to the Human Resources Department as soon as she is aware of the need for such leave. If the leave is foreseeable, the employee must provide thirty (30) calendar days' advance notice to the City of the need for Pregnancy Disability Leave. If it is not practicable to give thirty (30) calendar days' advance notice, the employee must notify the City as soon as practicable after she learns of the need for such leave.

If an employee fails to provide the requisite thirty (30) days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice.

A request for Pregnancy Disability Leave must be supported by a medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons. Upon the expiration of the time period for the leave estimated by the health care provider, the City may require the employee to provide another medical certification if additional time is requested.

An employee taking Pregnancy Disability Leave must use any accrued paid sick leave during the leave and may, at her option, use any accrued vacation time during her leave. Except to the extent that paid leave is used during Pregnancy Disability Leave, such leave will be unpaid. The use of paid leave for Pregnancy Disability Leave does not extend the total duration of the leave to which an employee is entitled.

During an employee's Pregnancy Disability Leave, the City will continue to pay for the employee's participation in the City's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay any required share of health plan premiums during the leave. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee. In certain circumstances, if the employee fails to return from leave after the leave period expires, the City may recover from the employee the amount of premiums the City paid to maintain coverage.

Employees on Pregnancy Disability Leave will accrue employment benefits such as sick leave, vacation, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Reinstatement After Pregnancy Disability Leave: Unless the City and the employee have already agreed upon the employee's return date, an employee who has taken a Pregnancy Disability Leave must notify the City Manager at least two business days before her scheduled return to work. An employee who timely returns to work at the expiration of her Pregnancy Disability Leave will be reinstated to her former position, or a comparable position whenever possible and consistent with applicable law.

Generally, the employee shall be entitled to return to her original job unless the job has ceased to exist for reasons unrelated to her leave or preservation of the job would undermine the City's ability to operate safely and efficiently. If the original job is not available for the reasons specified above, the employee is entitled to return to a substantially similar job, unless there is no substantially similar job available or filling a substantially similar job with the returning employee would substantially undermine the City's ability to operate safely and efficiently.

Each employee who has taken Pregnancy Disability Leave must be released by her doctor to return to work. The return-to-work release should be in writing and submitted to the City Manager on or before the employee's return.

9.13. Temporary Leave of Absence as a Reasonable Accommodation of a Disability. Employees may take a temporary disability leave of absence if necessary to reasonably accommodate a qualified disability under the Americans with Disabilities Act and/or the California Fair Employment and Housing Act.

The duration of a temporary disability leave under this policy shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.

An employee taking temporary disability leave must substitute any accrued paid sick leave and vacation for the leave. Otherwise, the leave is unpaid. Group insurance benefits may be continued during temporary disability leave. However, the cost of such coverage, including the City's premium payment becomes the responsibility of the employee.

Requesting Leave: Unless the circumstances render it impractical, temporary disability leave must be approved in advance by [the City Manager]. Whenever

possible, an employee should submit a written request for temporary disability leave as soon as the employee is aware of the need for such leave. A request for temporary disability leave must be supported by a medical certification from a health care provider containing the following information: (a) the date on which the employee became disabled; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee temporarily is unable to work at all or is unable to perform any one or more of the essential functions of his or her position without undue risk to the employee or to other persons. The certification should also explain what accommodations, if any, will assist the employee to perform essential functions of the employee's position.

Reinstatement after Leave: Each employee who has taken a temporary disability leave must keep the City Manager advised of their status and contact the City Manager at least two weeks before the expiration of the scheduled leave to discuss the employee's return to work. Such employees shall be reinstated in accordance with applicable law and into their former position if staffing requirements permit. The City cannot guarantee that the employer's former position or any other position will be available upon the expiration of the scheduled leave.

Each employee who has taken temporary disability leave must be released by a doctor to return to work. The release should be in writing and submitted to the City Manager on or before the employee's return date.

9.14. Temporary and Permanent Disability Resulting from Workplace Injuries. If an employee's need for temporary disability leave is due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitutions of paid leave, notice and certification requirements and reinstatement shall be governed by state workers' compensation laws.

Similarly, medical care and payments for permanent disabilities incurred in the course of employment are prescribed in the Workers' Compensation Act.

9.15. Sick Leave. In order to help prevent loss of earnings that may be caused by accident or illness, the City provides paid sick leave as set forth below:

Eligibility: An employee qualifies to accrue paid sick leave under this policy upon the start of the employee's employment. Employees may use paid sick leave under this policy if they have worked for the City for at least 90 calendar days. Retired annuitants are not eligible for sick leave under this policy. The sick leave, and other benefits of, temporary employees who are under contract with a staffing agency are controlled by the agreement with the agency.

Accrual: Eligible full-time employees shall accrue paid sick leave at the rate of eight hours per month, to a maximum of not to exceed 125 working days (1000 hours). Employees who reach the applicable cap will cease to accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to the cap. Paid sick leave not used in a year otherwise carries over from year to year.

Eligible part-time employees and temporary employees who are employed directly with the City do not accrue paid sick leave. Instead, they receive a lump-sum of 24-hours of paid sick leave to use each year. Unused sick leave for these employees does not carry over from year to year.

Usage: Employees may use accrued paid sick leave for any of the reasons discussed below:

- Paid sick leave may be used for the diagnosis, care (including preventative care), or treatment of an existing illness, injury, or health condition of an employee and the employee's family members or a designated person.
 - For purposes of this policy a "family member" includes the employee's child (regardless of age or dependency status), spouse or domestic partner, parent or guardian, spouse or domestic partner's parent or guardian, grandparent, grandchild, or sibling.
 - For purposes of this policy a "designated person" is any person identified by the employee at the time the employee requests sick leave. The City limits the employee to one designated person per 12-month period.
- Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Compensation for Sick Leave: Paid sick leave is paid at the employee's regular rate of pay for the workweek in which the employee uses paid sick leave. Except as provided below, accrued, unused paid sick leave is not paid out upon termination or resignation. However, an employee who separates from employment and is rehired within one year will have their previously accrued and unused paid sick leave balance reinstated.

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

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

payment, the employee must also be eligible for the insurance coverage as provided in the policy between the City and the carrier selected.

Upon retirement, any employee, with a management classification, having at least ten (10) years continued service with the City of Hughson, having unused accumulated sick leave, shall be paid thereafter in an amount equivalent to fifty percent (50%) of his or her then current daily wage rate for each day of unused sick leave. The employee shall have the option of converting one hundred percent (100%) of unused sick leave to paid medical/dental/vision insurance premiums for coverage offered by the City to current employees. To be eligible for insurance premium payments, the employee must also be eligible for the insurance coverage as provided by the policy between the City and the carrier selected.

The employee shall report sick leave prior to the start of his or her work shift whenever possible and at least within 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. The employee's supervisor may request a doctor's certificate confirming that the employee was unable to work and the expected duration of the illness before the leave is switched from vacation to sick leave. 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 in accordance with applicable local, state, and federal law.

Employees shall, whenever possible, make dental, medical, and similar appointments on Saturday, or another non-workday. When employees do need to make appointments on a workday, they should schedule their appointments so that their absence is limited to no more than 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 or father-in-law of the employee.

9.16. 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 full-time employees, except as provided in any applicable memorandum of understanding, shall earn annual leave at the following rates (subject to Subsection 9.16 of this Personnel Manual):

Date of hire through fifth year of service = 8 hours per month (12 days per year).

Sixth year through tenth year of service = 11.32 hours per month (17 days per year).

Tenth year through fifteenth year of service = 14 hours per month (21 days per year).

Fifteenth year of service and thereafter = 16 hours per month (24 days per year).

Part-time employees who may become eligible for Vacation Leave will accrue leave at a pro-rated rate of the full-time accruals listed above.

9.16.01 Vacation leave Accumulation.

Maximum Accrual. Employees are encouraged to use their vacation days. Unused vacation days as of the end of the calendar year will carry over to the next calendar year subject to the cap described as follows: Vacation accruals may not exceed three hundred twenty (320) hours. Once this maximum reached, then at the end of the payroll period in which the leave accumulation reaches 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. Vacation accruals are noted on employee paystubs. It is the employee's responsibility to seek the use of the vacation leave in a timely manner.

If the employee is unable to use the time because of departmental staffing needs and has been asked by the City to defer his or her vacation, he or she shall be paid for the amount of time in excess of the limit at the end of the month, and accrual may thereafter recur. Upon termination, an employee shall be paid for accrued and unused vacation time through their last day worked at their base rate of pay as of the time of separation.

An employee may elect to receive a cash payment for up to a maximum of forty (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 the same fiscal year.

9.17. Holidays. Where holidays are addressed in an applicable memorandum of understanding, the provisions of the memorandum of understanding shall control. Where not covered in a memorandum of understanding, regular employees shall be entitled to the following holidays with pay:

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

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

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

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

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

Any other employee who might be required to work on any of the above holidays shall be compensated at overtime rates in accordance with Subsection 9.05 of these rules. If a

holiday falls on an employee's regular day off, he 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. Floating Holiday time must be used by December 31st of each year and will not be paid out.

9.18. Bereavement Leave. Employees who have been employed for at least 30 days will be eligible for up to five (5) working days of bereavement leave upon the death of a family member. The five days of bereavement leave do not have to be consecutive, but the leave must be completed within three months of the date of death of the family member.

For purposes of this policy, an employee's family member means the employee's spouse, child (meaning biological, adopted, foster, stepchild, legal ward, child of a registered domestic partner, or to whom the employee stands in loco parentis), registered domestic partner, parent (meaning biological, foster, adoptive parent, step-parent, legal guardian, parent-in-law, or other person who stood in loco parentis to the employee as a child), sibling, grandparent, or grandchild. Of the five total days of bereavement leave, three (3) days are with pay, and the remaining two (2) days of leave are unpaid, unless the employee chooses to use accrued sick leave or vacation.

The City may request documentation of the death of the family member be provided within 30 days of the date the leave is to begin, which be in the form of a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

9.19. Military Leave. Leave, reinstatement, pay, and benefits for employees of the City shall be provided in accordance with federal law (38 U.S.C. §§ 2021 and following) and California law (Military and Veterans Code §§ 395 and following).

9.20. Family Care and Medical Leave. The City provides family care, medical, and military exigency leave under both the California Family Rights Act ("CFRA"). Should the City ever employ 50 or more persons, employees would become eligible for benefits under the federal Family and Medical Leave Act of 1993, ("FMLA"), and military caregiver leave as provided under the FMLA, which leaves may run concurrently. However, at this time because of the City's size, employees are not eligible for FMLA leave. Distinctions between FMLA and CFRA leaves are noted below.

Family care, medical and military family leave is provided in accordance with the FMLA and CFRA as noted above. Differences between these two laws by affect any individual employee's rights to a particular leave. As a result, the policies below generally describe the aggregated leaves available under these laws but should not be construed as promising specific provisions will apply in any given case nor in all cases. Employees should contact Human Resources after reviewing the general policy provisions stated below to discuss the employee's specific leave entitlements, and with any related questions.

Eligibility. Generally, to be eligible for family care, medical, and military family leave and for military caregiver leave, an employee must:

1. Have worked for the City for at least twelve (12) months prior to the date on which the leave is to commence.
2. Have worked at least 1,250 hours in the twelve (12) months preceding the date the leave commences.
3. For any leave that qualifies only under the FMLA (and not under the CFRA), work at a location with 50 employees or more within a 75-mile radius of the City's next closest facility. For a leave that qualifies under the CFRA, the employee is eligible if the City directly employs 5 or more persons.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. Employees should refer to the policies specific to those circumstances contained in this Personnel Manual.

Permissible Uses. "Family care and medical leave" may be requested for the following reasons:

1. The birth or adoption of an employee's child or the child of the employee's domestic partner, or the placement of a foster child with the employee or with the employees' domestic partner; (i.e. "Baby Bonding") (FMLA and CFRA).
2. To care for a "family member" with a serious health condition. Under the FMLA and CFRA, a "family member" includes the employee's spouse, child, or parent. Under the CFRA (but not under the FMLA), a "family member" also includes the employee's grandparent, grandchild, sibling, parent-in-law, and domestic partner. Under the CFRA (but not under the FMLA), leave may also be requested to care for a "designated person" with a serious health condition, which is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the designated person at the time the employee requests the leave. The City limits employees to one designated person per 12-month period for family care and medical leave.
3. For an employee's own serious health condition. (FMLA and CFRA)

Generally, a serious health condition refers to an illness, injury, impairment, or physical or mental condition of an employee or an employee's covered family member that involves inpatient care in a hospital, hospice, or residential health care facility, either overnight or when an overnight stay was reasonably expected (even if it did not occur); subsequent treatment in connection with such inpatient care or any period of incapacity; or continuing treatment by a health care provider, including but not limited to treatment for substance abuse. Subject to certain conditions, "continuing treatment" can exist with incapacity due to pregnancy or with incapacity due to a chronic condition, as well as other conditions.

“Military exigency leave” (FMLA and CFRA) may be requested when there is a qualifying military exigency arising out of the fact that an employee’s spouse, child, or parent (and domestic partner or parent-in-law under the CFRA) is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces outside of the United States. Qualifying military exigencies include the following:

- Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.
- Military events and related activities where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- Childcare and school activities where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered servicemember’s absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent servicemember in matters related to military benefits.
- Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.
- Rest and recuperation where the employee may take up to fifteen days of leave to spend time with a covered servicemember each time the servicemember is on short-term rest and recuperation leave during the period of deployment.
- Post-deployment activities where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered servicemember.
- Parental leave where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member’s call to active duty. Further, the leave must be for one of the following purposes:

(1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.

- Additional activities where the employee may take leave to address other events that arise out of the call to active duty as the City and the employee may agree as to both timing and duration.

“Military caregiver leave” (FMLA only) may be requested to care for a covered service member if the employee is the covered servicemember’s spouse, child, parent, or next of kin. For purposes of this leave, a covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

Substitution of Paid Leave. Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, military exigency leaves and military caregiver leaves. Employees are required to substitute sick leave only for the employee’s own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave.

Amount of Leave.

1. Family Care, Medical, and Military Caregiver Leave: Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, , and military exigency leave in a rolling 12-month period measured backwards from the date the employee’s leave commences, unless more time is required by law.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

2. Military Caregiver Leave (FMLA only): Provided all the conditions of this policy are met, an employee may take a maximum of twenty-six (26) weeks of military caregiver leave in a single twelve (12)-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This twelve (12)-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the City may take a maximum combined total of 26 weeks in the 12-month period for the care of the servicemember and the

birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the servicemember.

3. Intermittent Leave: Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced scheduled leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the City's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

Leave's Effect on Pay. Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to eight (8) weeks in any twelve-month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

Leave's Effect on Benefits. During an employee's family care, medical, and military family leave, the City will continue to pay for the employee's participation in the City's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the City for the payment of such premiums.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the City can recover

any health plan premiums paid by the City on the employee's behalf during any periods of the leave.

Procedure for Requesting Family Care, Medical and Military Family Leave.

1. Notice Requirements: Employees must notify the City of their request for family care, medical, military exigency, or military caregiver leave with at least a verbal request, although a written request is also requested by the City as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the City of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the City as soon as is practicable and generally must comply with the City's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting City operations and may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care medical, military exigency, and military caregiver leave should include enough information to make the City aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave , if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA/CFRA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the City reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.

Once the City is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA/CFRA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the City will provide a reason for the ineligibility.

2. Certification: Any request for medical leave for an employee's own serious health condition for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider.

For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member. Employees generally must provide the required certification within 15 calendar days after the City's request for certification. For foreseeable leave, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

Medical certifications must include the following:

For leave for a covered family member's serious health condition or for the serious injury or illness of a qualifying servicemember: (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

For the employee's own serious health condition: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Absent extenuating circumstances, an employee's failure to timely submit a sufficient certification—whether in connection with the original leave request or a recertification—may delay protected leave for the period of time after the 15-day deadline expires through the date when the certification is provided. If the certification is never provided, the leave will not be deemed protected under applicable law.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the City may require the employee to provide a new medical certification in each subsequent

leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the City to support the employee's leave request.

Where permitted by law, if the City has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination.

It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

Designation of Protected Leave. Once the City has enough information to determine whether the leave is CFRA and/or FMLA-qualifying, the City will inform the employee if leave will be designated as CFRA and/or FMLA-protected and, the amount of leave available to the employee. If the City determines that the leave is not protected, the City will notify the employee.

Recertification. The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the City with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification.

Return to Work Certification. Where the leave is for the employee's own serious health condition, the City requires an employee to provide medical certification that he or she is released to return to work and able to do so. The city may delay restoring the employee to employment or terminate the employee without such certificate.

Leave's Effect on Reinstatement. Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The City will comply with all applicable laws pertaining to reinstatement of employees, including, where required, the reasonable accommodation of employees who have been on an approved leave.

The City complies with applicable family care, medical leave, and military family leave laws. Under the CFRA and FMLA it is unlawful for any employer to interfere with, restrain,

or deny the exercise of any right provided under the CFRA/FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the CFRA/FMLA or for involvement in any proceeding under or relating to the CFRA/FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer under the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions, or would like further clarification about your rights under the CFRA/FMLA or other types of leave, please contact the City Manager. Separately, employees may file complaints of claimed violations of CFRA with the California Civil Rights Department (CRD) (formerly the Department of Fair Employment and Housing (DFEH)), which is authorized to investigate such complaints. For more information, visit the CRD's website at <http://www.calcivilrights.ca.gov>.

9.21. Catastrophic Leave Policy.

Conditions of Participation. Applications for receipt of catastrophic leave donations will be processed by the City Manager, or his or her designee.

An employee becomes eligible to receive catastrophic leave donations when the following two (2) conditions occur:

1. The employee has exhausted or will soon exhaust all his/her accrued paid leave, as a result of a verifiable long-term illness or injury suffered by either the employee or a relative, as defined in Subsection 1.18.
2. The employee has received approval for an unpaid leave of absence from his/her Department Head.

Any other employee (the donating employee) may donate accrued vacation, compensatory time, administrative leave, or holiday time; sick leave may not be donated, except as provided below. Donations must be in forty-hour increments.

Donated leave shall be added to a bank reserved for the recipient employee, in order of receipt from the donating employee, but shall not be added to the recipient employee's sick leave balance until needed by the recipient employee.

Once donated to an individual, donated leave cannot be reclaimed by the donor, but, in the event the receiving employee shall return to work without having used all donated leave, the balance of unused donated leave shall be returned to all donating employees by prorating based on donations.

Sick leave may be donated only by an employee having at least four (4) years of continuous employment with the City. The maximum amount such an employee may donate is fifty percent (50%) of the donating employee's unused sick leave earned during the previous 12-month period and such amount donated shall be treated, for the donating employee, as though it had been converted to cash pursuant to Subsection 9.15.

Processing of Donations. Upon receipt of donation authorizations, the City Manager, or his or her designee, shall take the following actions:

1. Verify that donating employee has the minimum required leave balance required for the donation and convert donated time to dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.
2. Convert donated dollars as computed above to hours at the hourly rate of the recipient and add to a bank reserved for the recipient employee. Upon need, the hours shall be added to the recipient's sick leave balance.
3. Adjust records of donor and donee employees accordingly.
4. Retain a confidential file of donation authorizations.

Treatment of Donated Time. Donated time is treated as sick leave accrued by the recipient of the donation. Donated time does not alter the employment rights of the City or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Sick Leave, except as noted herein.

9.22. 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 or pager while on standby duty and shall be able to report to the work site within thirty (30) minutes.
2. Employees on standby shall have the option to trade days and/or weeks of standby status with another qualified employee in the same unit or division with department head approval.
3. Standby shall be assigned in a minimum of either eight (8) hour blocks, i.e., Monday-Friday workweek standby may be eight (8), sixteen (16) or forty-eight (48) hour blocks.
4. Standby weekends i.e., Saturday, Sunday or extended holiday weekends (Friday-Sunday or Saturday-Monday) will be assigned in eight (8) to forty-eight (48) hour blocks.

Compensation for "standby" shall be as follows:

1. Employees assigned to standby duty shall be paid two (2) hours of straight time pay for every eight (8) hours of standby, regardless of whether they are called into

work. Employees who are called into work while on standby duty shall be paid time and one-half (1 ½) for all time actually worked.

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

9.23. Callback. When an employee returns to work duty at the request of the department head, or his/her 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 purpose of computing time for this provision, time will commence when the employee leaves their home to respond to the call back and will end when they return home.

9.24. Military Spouse Leave (Military and Veterans Code section 395.10). Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the City with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the City certifying that the military member will be on military leave from deployment.

9.25. Leave For Educational/Daycare Purposes. (Labor Code sections 230.7 and 230.8).

At any time that the City employs 25 or more persons, the following policy applies:

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to:

1. Participate in the activities of schools or licensed child daycare facilities attended by their children,

2. Find, enroll, or reenroll their children in a school or with a licensed childcare provider, or
3. Address a child care provider or school emergency (i.e., the school or child care provider requested that the child be picked up, there is a behavioral or discipline problem with the child that needs to be addressed with the school or child-care provider, there is a closure or unexpected unavailability of the school or child-care provider, or that there is a natural disaster, such as an earthquake or fire, requiring that the child be kept home or picked up from the school or child-care provider).

Employees eligible for such leave are parents, step-parents, foster parents, grandparents, guardians or persons who stand in loco parentis (in the place of a parent) to a child. Employees may substitute accrued vacation for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the City at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The City reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

The City prohibits any discrimination or discharge due to an employee taking time off under this policy.

9.26. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel. (Labor Code section 230.3 and 230.4). Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel (which includes an officer, employee, or member of a disaster medical response entity sponsored or requested by the State). At any time where the City employs fifty (50) or more employees, such employees will also be entitled to up to fourteen (14) days of leave per calendar year to attend fire, law enforcement, or emergency rescue training.

Any leave taken under this policy is unpaid. Exempt employees will only receive their salary for the week in which leave is taken if they perform work in at least one day of the work week.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

The City prohibits discrimination against an employee because he or she takes time off under this policy.

9.27. Voting Time Off. (Elections Code section 14000). Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

9.28. Leave Related To Domestic Violence, Sexual Assault, Stalking, Crimes Involving Physical Injury and Because a Covered Family Member is Deceased Due to Crime. (Labor Code section 230, 230.1). The City will provide unpaid time off to an employee who has been the victim of domestic violence, sexual assault, stalking, a crime involving physical injury, or because a covered family member is deceased due to crime, in order for the employee to seek any relief to help ensure the health, safety, or welfare of the victim or his or her child, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The City requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide the City with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the "Sick Leave" policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

Also, the City will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the City, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The City will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the City may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the City may request recertification of such status. The City will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such information only as required by law, or as necessary to protect the employee's workplace safety. The City will notify the employee before such disclosure.

The City prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

9.29. Crime Victims' Leave. (Labor Code section 230.2). The City will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. The City requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the City with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

9.30. Leave for Organ and Bone Marrow Donation (Labor Code section 1510). The City will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

1. A leave of absence of up to five days in any one-year period for the purpose of donating the employee's bone marrow to another person.
2. A leave of absence of up to 30 days in any one-year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the City will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the City will restore the employee to the position held by the employee when the leave began or to a position with

equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The City may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

SECTION 10 DISCIPLINARY ACTION

10.01. Disciplinary Power. The City Manager, or designated representative with vested disciplinary power, shall be allowed full freedom in such matters, it being the intent and spirit of this section to provide a fair and honest approach to municipal employment for every employee of the City, but in no sense to impede or curtail the responsible officer in securing efficient service.

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet City standards, the City will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects or is otherwise detrimental to the interest of the City, other employees, or the public, may result in disciplinary action.

The discipline procedures in this section represent guidelines which the City believes are generally appropriate to govern employee conduct. They are not, however, absolute rules. The City retains discretion to determine what constitutes proper disciplinary action and procedure in each individual situation.

These guidelines do not grant any employee a specific guarantee that any particular disciplinary decision or procedure will be utilized by the City. Any employee may be disciplined (up to and including termination) for any reason the City finds sufficient.

10.02. Causes of Disciplinary Action. The following list of causes for disciplinary action is included in this Personnel Manual for illustrative purposes only. The publication of this list does not mean that other causes for disciplinary action may not arise. The City may discipline any employee for any reason it deems sufficient. Grounds for disciplinary action, include, but are not limited to, the following:

1. Fraud or deceit in securing employment.
2. Incompetence. As used herein, the term "incompetence" shall mean that the employee lacks adequate ability, knowledge or fitness to perform the duties which are within the scope of the employee's employment. "Fitness" is a physical or mental inability to perform the duties of the classification and shall be applied in a manner consistent with local, state, and federal statutes, regulations, and case law with respect to employment of the physically or mentally disabled. An employee

who is physically or mentally disabled and therefore is incapable of performing the duties of the classification and for such incapability is terminated shall be considered to have been released rather than to have been disciplined. Such released employees shall be considered to have left in good standing.

3. Inefficiency in performance of work which results in performance lower than that which is typically expected of a similar employee in a similar position.
4. Inexcusable neglect of duty.
5. Insubordination.
6. Dishonesty, rationally related to employment.
7. Violation of the City's Drug Free Workplace Policy (found in Section 12).
8. Inexcusable absence without leave.
9. Failure to return from an authorized leave of absence.
10. Use of leaves of absence, including sick leave, in a manner inconsistent with this Personnel Manual.
11. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his other position. A plea of guilty or conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section. Notwithstanding any further proceedings in the case or any appeal or appellate decision, a conviction shall be deemed to be complete upon the date the court imposes judgment and sentence.
12. Discourteous treatment of any member of the public where, at the time of the incident, such members of the public would reasonably believe that the employee was acting within the scope of the City employment.
13. Discourteous treatment of any other City employee is a situation where an employment relationship exists at the time of the incident.
14. Negligence which causes damage to City or public property.
15. Intentional misconduct which causes damage to City or public property.
16. Unauthorized possession, use, or removal from City facilities, of City or public property.
17. Any conduct rationally related to employment which impairs, disrupts or brings discredit to the employee's employment or the public service.
18. Violation of the provisions set forth in this Personnel Manual.

19. Habitual absence or tardiness.
20. Failure to perform assigned work in an efficient manner.
21. Being wasteful of materials, property or working time.
22. Repeated garnishment of wages due to nonpayment of legally acquired debts.

10.03. Definitions of "Disciplinary Action". The term "disciplinary action" as used in this Personnel Manual shall mean and include:

Oral Warning: An oral admonition to an employee whose conduct or performance must be improved, and which detail the areas for improvement, the degree of improvement required, and a notice that failure to improve will result in more serious disciplinary action. A memorandum of the oral warning shall be placed in the employee's personnel file, and/or kept by the Department Head. If it is placed in the personnel file, it shall be removed after six months, or after the issue is satisfactorily addressed, whichever is sooner.

Withholding Salary Step Increase: A withholding of a pay step increase where performance falls short of the normal established standards or where performance is clearly inadequate in one or more of the critical job duties for the position. At the time of such withholding, the reasons therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the reasons and sign it, or make comments thereon, before it is placed in his or her personnel file.

Reduction in Pay: A reduction in pay, in an amount, and for a period of time, specified in the disciplinary action. At the time of such reduction in pay, the reasons therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the reasons and sign it, or make comments thereon, before it is placed in his or her personnel file.

Suspension: A temporary removal of an employee from the service of the City without pay. A suspension of this type does not include suspension pending an investigation of alleged misconduct, or pursuant to Subsection 10.06. of this Personnel Manual. At the time of such suspension, the reasons therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the writing and sign it, or make comments thereon, before it is placed in his or her personnel file.

Demotion: The removal of an employee from a position to one of lower grade or classification when such employee is no longer able or willing to perform the duties of the previous position but may still function effectively at a lower level. At the time of such demotion, the reasons therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the writing and sign it, or make comments thereon, before it is placed in his or her personnel file.

Dismissal: The removal of an employee from the service of the City when it has been determined that the employee has not or cannot meet the standards of conduct or

performance required by the City or has committed one or more offenses for which no other measure is appropriate. At the time of such dismissal, the writing therefore shall be placed in writing, and the individual shall be counseled and given an opportunity to review the reasons and sign it, or make comments thereon, before it is placed in his or her personnel file.

The above such actions may be taken with respect to an employee for misconduct pursuant to Subsection 10.02. of this Personnel Manual. The severity of any disciplinary action may be based, in the discretion of the City Manager or the designated representative in whom is vested disciplinary power, on the number and severity of previous disciplinary actions.

10.03.01 Notice of Disciplinary Action. (Regular Full-Time Employees who are not at-will). For any disciplinary action involves something other than an oral or written reprimand, a regular full-time employee, who is not at-will, shall be given a notice of disciplinary action containing the following:

1. A statement of the disciplinary action to be taken against the regular full-time employee;
2. A statement of the facts upon which the disciplinary action is based, which shall set forth clearly and with particularity the charges against the employee so that the employee can understand the charges including a copy of any applicable written document, and the names of any witness(es) precipitating the discipline;
3. A statement indicating the cause for the disciplinary action, including references to Subsection 10.02 of this Manual where appropriate;
4. A statement which generally describes any disciplinary actions taken against the employee in the past; and
5. A statement advising the employee that the written notice is to be placed in the employee's official personnel file and that the employee has the right to an informal (Skelly) hearing before imposition of the discipline, in accordance with Subsection 10.05 of this Personnel Manual.

The date the discipline is to be imposed, unless an informal (Skelly) hearing is requested, which date shall not be less than five (5) working days from the date service is deemed complete, as specified herein.

The written notice of disciplinary action shall be deemed sufficient notice to the employee if the required information is contained therein. The written notice of disciplinary action may be personally served, or mailed to the employee by certified mail, return receipt requested, addressed to the last address which such employee has furnished to the personnel office. Service is deemed complete upon personal service, or on the date the certified mail is received.

10.04 Suspension Prior to Disciplinary Action or Dismissal. Prior to the effective date of any disciplinary action or dismissal, the City Manager may suspend, with pay, the

affected employee if the City Manager determines such suspension is necessary to protect the health, safety, and welfare of the residents or other employees of the City. The rights and benefits provided to an employee so suspended shall not otherwise be affected.

10.05. Informal (Skelly) Hearing Procedure. The following provision typically applies only to regular full-time employees whose employment is not at-will.

For any discipline other than oral or written reprimand, the affected employee shall have a right to a hearing in accordance with this Subsection. If the affected employee shall notify the person imposing discipline or the City Manager in writing of his or her desire to have a hearing, prior to the effective date of the imposition of discipline pursuant to Subsection 10.03 "Demotion" of this Personnel Manual, the imposition of discipline shall be stayed until a hearing has been held. The hearing shall be held within a reasonable time, and shall be held by the applicable Department Head, unless he or she is the person originating the discipline, in which case it shall be held by a person appointed by the City Manager who can be fair and impartial in conducting the hearing. The hearing shall include the person conducting the hearing (the hearing officer), the employee, the person proposing the discipline, and such others as may be directed by the hearing officer. The employee and/or the City may have a representative present. The hearing officer will keep a written record of the hearing. No tape recording will be made. Copies of all relevant non-confidential material relating to the discipline must be made available to the employee, if so requested, at least 48 hours prior to the hearing. The technical rules of evidence do not apply. The hearing officer may admit any evidence which is of the type that reasonable persons may rely on in the conduct of serious affairs; provided that hearsay standing alone is insufficient to prove a particular charge upon for which discipline has been imposed.

At the hearing, the employee will be given an opportunity to informally discuss the charges and proposed discipline and bring forward facts or circumstances which may cause the charges or proposed discipline to be revised or dropped.

As the result of the hearing, the hearing officer will determine whether it is appropriate to proceed with the imposition of discipline, modify the imposition of discipline, or drop the proposed discipline. The decision of the hearing officer shall be in writing, and must be received by the employee within fifteen (15) days of the hearing and shall include a summary of the hearing, the matters set forth in Subsection 10.04, and, if the decision is other than to drop the discipline, a notice that the employee may appeal the decision to the City Manager by filing a written appeal, within five (5) working days, with the City Manager. (Failure to appeal shall cause the hearing officer's decision to be final). Upon appeal, the City Manager shall review the decision, and within ten (10) working days of the filing of the appeal, have a meeting with the employee, the Department Head, and with other persons the City Manager may direct. The City Manager shall, within five (5) working days of the meeting, issue a written decision imposing the discipline, modifying the discipline, or denying the discipline. The decision must include a statement that the time within which judicial review must be sought is governed by Code of Civil Procedures Section 1094.6. The decision of the City Manager is final. A copy shall be placed in the employee's personnel file. Discipline, if any, shall become effective on the date specified by the hearing officer (or, if appealed, the City Manager) in his or her decision.

If the City Manager is the hearing officer, then the appeal shall be to an impartial hearing officer appointed by the City Council.

10.06. Effect of Dismissal. Except as may be otherwise required by law, upon the effective date of dismissal, the City shall cease to provide any benefits for the employee. Benefits for which premiums have been paid shall continue through the period for which the payment applies (e.g., the end of the month.)

10.07. Layoffs. The City Manager may lay off an employee because of material change in duties or organization or shortage of work. Ten (10) working days before the effective date of a layoff, the Department Head shall notify the Personnel Officer and the City Manager of the intended action with the reasons, and a statement stating whether or not the services of the employee affected have been satisfactory. If certified as having given satisfactory service, the name of the employee laid off shall be placed on the appropriate re-employment list.

10.08. Resignation. Any employee wishing to leave the employment of the City in good standing shall file with the Department Head, at least two (2) weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager through the Personnel Office with a statement by the Department Head as to the resigned employee's performance. Failure of the employee to submit his or her written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment by the City. Each employee leaving the City service shall also participate in an exit interview with the Personnel Officer on their last day of work.

SECTION 11 GRIEVANCES

11.01. 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 to address complaints of misapplication of the Personnel policies, or complaints of non-compliance with law, and is not used for disciplinary matters. The grievance procedure is available for all City Employees.

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

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

violated by the City. The employee shall strive to submit the written grievance within five (5) working days after the facts which gave rise to the complaint.

11.04. 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.

11.05. Grievance Procedure/Second Step (Formal Grievance).

11.05.01 If an informal grievance is not resolved to the satisfaction of the grievant, the grievant may file a formal grievance in writing to the Department Head (unless the Department Head is his or her immediate supervisor, or the grievant is a Department Head, in which event the grievance shall be to the City Manager). The formal grievance shall be initiated within fifteen (15) working days of the decision rendered in the informal grievance procedure. A formal written grievance shall state the date and nature of the grievance, and shall state all specific facts or omissions upon which the grievance is based.

11.05.02 Within five (5) working days after the filing of the formal grievance, the Department Head or City Manager (as the case may be), shall give his or her decision in writing to the grievant.

11.06. Grievance Procedure/Third Step (Appeal). If the grievant is not satisfied with the decision rendered by the Department Head or City Manager, the grievant may appeal the decision in writing within five (5) working days to the City Manager or to the City Council if the formal grievance was filed with the City Manager. If the grievant does not appeal the decision 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.

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

11.06.02. Decision on Appeal. Within ten (10) working days of the hearing of the appeal, the person or body hearing the appeal shall issue a written decision concerning the employee's appeal. That decision shall be final.

SECTION 12 DRUG FREE WORKPLACE

12.01. Purpose. It is the intent of the City to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The City has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and service to the public. Employees who are under the influence of a drug or alcohol on the job compromise the City's interests, endanger their own health and safety and the health and safety of others, and

can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, and disruption of service to the public.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the City has established this Section 12 concerning the use of alcohol and drugs. As a condition of continued employment with the City, each employee must abide by this Section 12.

12.02. Employee Cooperation. Early detection of substance abuse problems benefits everyone. For example, it benefits the employee with the substance abuse problem because it gives him or her the opportunity to correct the problem before it leads to serious harm to the employee or others; it benefits the employee's coworkers who otherwise might have to carry an extra burden by "covering" for the substance abuser or who otherwise might be exposed to serious injury; and it benefits the City because it gives the City an opportunity to prevent accidents and avoid the performance problems and other losses associated with substance abuse. Accordingly, all employees should understand that coworkers with substance abuse problems should be encouraged to seek assistance.

12.03. Definitions. For purpose of this Section 12:

12.03.01. "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully. Despite the change in state law, marijuana remains an "illegal drug" under federal law and is addressed separately under the heading "Cannabis/Marijuana."

12.03.02. "Legal drugs" means any drug, including prescription drugs and over-the-counter drugs, that has been legally obtained and that is not unlawfully sold or distributed.

12.03.03. "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

12.03.04. "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

12.03.05. "Possession" means that an employee has the substance on his or her person or otherwise under his or her control.

12.04. Consent for Use of Legal Drugs.

12.04.01. Use of Legal Drugs. The City recognizes that it may be necessary for employees to use legal drugs from time to time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to adequately or safely perform would be compromised. In order to accommodate employees who might be required to use legal drugs, and to help assure that no serious adverse consequences in the workplace result from such drug use, employees are required to obtain the City's consent under the following circumstances.

12.04.02 When Consent is Required. Employees who know or should know that their use of legal drugs might endanger their own safety or that of some other person, or might pose a risk of significant damage to City property, or might substantially interfere with their job performance or the efficient operation of the City, are obligated to report such drug use to their Department Head and/or the City Manager, and to obtain the City's consent to continue working. The City reserves the right to have either a physician retained by the City or the employee's own physician determine whether it is advisable for the employee to continue working while taking such drugs.

12.04.03. Duty to Disclose. Employees who operate or who are responsible in any way for the operation, custody, or care of City property, or for the safety of other employees or other persons, have a duty to disclose the nature of their job duties to any prescribing physician and/or to a City physician and to inquire of the physician(s) whether their use of the drugs prescribed might result in the dangers, risks, or impairment that this Section 12 is intended to prevent.

12.04.04. Restrictions on Work. The City may restrict the work activities of any employee who is using legal drugs or prohibit the employee from working entirely while he or she is taking such drugs.

12.04.05. Duty to Refrain from Working. If the City chooses to permit an employee to work while using legal drugs, the City's consent will be based on the understanding that the employee will not report for work while impaired by the drug if such impairment might result in serious harm or damage. Accordingly, even if an employee has obtained the City's consent to continue working while taking legal drugs, the employee will not be authorized to work while impaired by the use of such drugs if the employee knows or should know that working while impaired might endanger the safety of the employee or some other person, pose a risk of significant damage to City property, or substantially interfere with the employee's job performance or the efficient operation of the City.

12.05. Prohibited Conduct.

12.05.01 Scope. The prohibitions of this section apply whenever the interests of the City may be adversely affected, including any time the employee is:

1. On City premises (in the course and scope of employment, and not as a member of the general public);
2. Conducting or performing City business, regardless of location;

3. Operating or responsible for the operation, custody, or care of City equipment or other property; or
4. Responsible for the safety of others.

12.06. Alcohol. The following acts are prohibited and subject an employee to discipline in accordance with Section 10:

1. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
2. Being under the influence of or impaired by the use of alcohol; or
3. The consumption of alcohol at lunch when the employee intends to return to work after lunch.

12.07. Illegal Drugs. The following acts are prohibited and subject an employee to discipline in accordance with Section 10:

1. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
2. Being under the influence of or impaired by the use of any illegal drug or other controlled substance.

12.08. Legal Drugs. The following acts are prohibited and subject an employee to discipline in accordance with Section 10:

1. The abuse of any legal drug;
2. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
3. Working while impaired by the use of a legal drug in violation of Subsection 12.04, above.

Cannabis/Marijuana: The City does not discriminate, discipline, terminate, or otherwise penalize a person for the use of cannabis off the job and away from the workplace. See the City's policy on "Off-the-Job Conduct" in subsection 12.12.02.

In addition, an employee or job applicant will not be subject to discipline or other penalties if a drug-screening test indicates the presence of non-psychoactive cannabis metabolites (e.g. CBD products) in their hair, blood, urine or other bodily fluids. This section does not apply if state or federal law requires such drug testing, such as when as a condition of receiving federal funds or entering into a federal contract.

The following acts relating to cannabis (including marijuana) are prohibited and will subject an employee to discipline in accordance with Section 10:

1. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of cannabis on the job;
2. Being under the influence of or impaired by the use of cannabis on the job.

12.09. Disciplinary Action.

12.09.01. Dismissal for Violation. Any violation of this Section 12 may result in discipline, up to and including dismissal, depending on the circumstances.

12.09.02. Effect of Criminal Conviction. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any City-related activity or event will be deemed to have violated this Section 12.

12.10. Drug Free Awareness Program.

12.10.01. Management Awareness. Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or otherwise in violation of this Section 12. When management has reasonable suspicion to believe an employee or employees are working in violation of this Section 12, prompt action should be taken.

12.11. Criminal Convictions. Employees are required by this Section 12 to notify the City of any conviction under a criminal drug statute for a violation occurring in the workplace or during any City-related activity or event, not later than five days after any such conviction. When required by federal law, the City will notify any state or federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

12.12. Unregulated or Authorized Conduct.

12.12.01. Customary Use of Over-the-Counter Drugs. Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as such activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Section 12.

12.12.02. Off-the-Job Conduct. Nothing in this Section 12 is intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Section 12. For purposes of this Subsection, the consumption of alcohol and drugs that may cause an employee to be impaired, while on stand-by, call-back, or at lunch when the employee intends to return to work is not considered "off-the-job conduct."

12.12.03. Use of Alcohol or Legal Drugs. The City Manager or his or her designated representative will maintain a list of circumstances in which the use or possession of certain legal drugs or alcohol is authorized (such as certain medicine or drugs in medicine chests or alcoholic beverages during certain business meetings or social functions) and

will communicate the authorization as appropriate. Changes to the authorization require prior written approval. Even when such use is authorized, it must be done responsibly. Employees who are required to use legal drugs, and who know or should know that their use of the drugs might result in their working while impaired by the drug in violation of this Section 12, are encouraged to contact their own physician, their Department Head, or the City Manager and to find out whether it is advisable for them to continue working while using the drug. In such cases, the City reserves the right to have a physician retained by the City determine whether it is advisable for the employee to continue working while taking the drug. Except as otherwise provided, no employee may assume that his or her possession, use, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol or drugs is authorized unless the employee has been notified in writing by the City Manager.

12.13. Qualified Disabled Employees.

12.13.01. Commitment to Employ Disabled Individuals. Nothing in this Section 12 is intended to diminish the City's commitment to employ qualified disabled individuals or to provide reasonable accommodation to such individuals. As noted above, however, employees are required, under certain limited circumstances, to obtain the City's consent to continue working while using legal drugs.

12.14. Reasonable Accommodation. If an employee's use of a legal drug is related to an illness or a disability condition, and the employee voluntarily self-identifies himself or herself as an ill or disabled individual to the City in connection with an effort to determine whether it is advisable to continue working despite the use of the drug, and if it is determined that the employee should not continue to work in his or her regular job while using the legal drug, a reasonable effort will be made to determine whether, in the same facility or location, another position is open that the employee is qualified to fill.

12.15. Confidentiality. Disclosures made by employees concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Managers and supervisors should restrict communications concerning possible violations of this Section 12 to persons who have an important work-related reason to know. In addition, managers and supervisors should not disclose the fact of an employee's participation in any drug or alcohol counseling or rehabilitation program.

12.16. Drug/Alcohol Testing. For the purposes of this Subsection 12.16, the following definitions apply:

- "Reasonable suspicion" includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech, or breath odor; on information provided to management by an employee, by law enforcement officials, by a security

service, or by other persons believed to be reliable; or on other surrounding circumstances.

- “Safety-sensitive positions” are all positions which require the employee occupying that position to operate or maintain City water or wastewater system, or City-owned or leased heavy equipment or vehicles.

Employees occupying any safety-sensitive position may be tested by the City at random intervals, with or without reasonable suspicion, in accordance with the procedures specified below.

Any employee may be tested upon reasonable suspicion, in accordance with the procedures specified below.

Any employee involved in an accident involving City-owned or leased equipment or vehicles will be tested, in accordance with the procedures specified below.

Any employee involved in an accident which results in personal injury, to the employee or to other people, or any other circumstances reflecting the need for a drug test, during working hours, will be tested, in accordance with the procedures specified below.

The City will refer you to an independent National Institute on Drug Abuse (“NIDA”) certified medical clinic or laboratory, which will administer the test. The City will pay the cost of the test and reasonable transportation costs to the testing facility. You will have the opportunity to alert the clinic or laboratory personnel to any prescriptions or nonprescription drugs that you have taken which may affect the results of the test. All drug testing will be performed by urinalysis. Initial screening will be done by EMIT II. Positive results will be confirmed by gas chromatography/mass spectrometry.

The clinic or laboratory will inform the City as to whether you passed or failed the test. If you fail the test, you will be considered in violation of these Personnel Policies and will be subject to discipline accordingly.

If you are subject to testing under this policy, you will be asked to sign a form acknowledging the procedure governing testing and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol and/or drugs; and (2) the release to the City of medical information regarding the test results. Refusal to sign the Agreement and Consent form, or to submit to the test, will subject you to discipline up to and including dismissal/termination.

Refusal to cooperate with the administration of any drug or alcohol test will be treated in the same manner as a positive test result.

SECTION 13 TECHNOLOGY USE AND PRIVACY POLICY

13.01. General. The City provides various Technology Resources to authorized employees to assist them in performing their job duties for the City. Each employee has a responsibility to use the City's Technology Resources in a manner that increases

productivity, enhances the City's public image, and is respectful of other employees. Failure to follow the City's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the City reserves the right to advise appropriate legal authorities of any violation of law by an employee.

13.02. Technology Resources Definition. Technology Resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; tablets; laptop computers; mini and mainframe computers; computer hardware such as disk drives, tape drives, thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular phones; smartphones; personal organizers; pagers; and voicemail systems.

13.03. Authorization. Access to the City's Technology Resources is within the sole discretion of the City. Generally, employees are given access to the City's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the City's Technology Resources will be given access to the necessary technology.

13.04. Uses. The City's Technology Resources are to be used by employees only for the purpose of conducting City business. Employees may, however, use the City's Technology Resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with the City's business, and does not violate any City policy:

1. To send and receive necessary and occasional personal communications;
2. To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner;
3. To use the telephone system for brief and necessary personal calls; and
4. Accessing the Internet for brief personal searches and inquiries during mealtimes or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

The City assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on the City's Technology Resources. The City accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any City property. The City strongly discourages employees from storing any personal data on any of the City's Technology Resources.

13.05. Improper Use.

13.05.01. Prohibition Against Harassing, Discriminatory and Defamatory Use. The City is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the City's "Policy Against Harassment," the City does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the City's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, or defamatory in any way (e.g., sexually explicit or racial messages, jokes, cartoons), or threatening.

13.05.02 Prohibition Against Violating Copyright Laws. Employees must not use the City's Technology Resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

13.05.03. Other Prohibited Uses. Employees may not use the City's Technology Resources for any illegal purpose, violation of any City policy, in a manner contrary to the best interests of the City, in any way that discloses confidential or proprietary information of the City or third parties, or for personal or financial gain, or in a manner which constitutes or supports insubordination.

13.06. City Access to Technology Resources. All messages sent and received, including personal messages, and all data and information stored on the City's electronic-mail system, voicemail system, or computer systems are City property regardless of the content. As such, the City reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

13.07. Privacy. Although the City does not wish to examine personal information of its employees, on occasion, the City may need to access its Technology Resources including computer files, electronic-mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on the City's Technology Resources, including personal information or messages. The City may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The City may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other purpose.

13.08. Passwords. Certain of the City's Technology Resources may be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the City. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Employees

are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

13.09. Data Collection. The best way to guarantee the privacy of personal information is not to store or transmit it on the City's Technology Resources. To ensure that employees understand the extent to which information is collected and stored, below are examples of information currently maintained by the City. The City may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password protected, an authorized administrator can reset the password and listen to voicemail messages.

Electronic Mail: Electronic mail is backed-up and archived. Although electronic mail is password protected, an authorized administrator can reset the password and read electronic mail.

Desktop Facsimile Use: Copies of all facsimile transmissions sent and received are maintained in the facsimile server.

Document Use: Each document stored on City computers has a history, which shows which users have accessed the document for any purpose.

Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site is recorded and periodically monitored.

13.10. Deleted Information. Deleting or erasing information, documents, or messages maintained on the City's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the City's Technology Resources may be electronically recalled or recreated regardless of whether it may have been deleted or erased by an employee. Because the City periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

Email messages which are intended to be retained in the ordinary course of the City's business are recognized as official records that need protection/retention in accordance with the California Public Records Act. Because the email system is not designed for long term storage, email communications which are intended to be retained as an official record should be stored in appropriate electronic form or printed out and the hard copy filed in the appropriate subject file.

The City will maintain email messages designated as official records for a minimum of two (2) years or as otherwise designated in the City's retention schedule. These are subject to public disclosure, even if they are drafts or informal notes, unless the need to retain their confidentiality outweighs the need for disclosure, or the email message is otherwise exempt under any provision of the Public Records Act or other state or federal law.

Email communications that are not intended to be retained and which serve no useful purpose to the City should be deleted from the system.

13.11. The Internet and On-Line Services. The City provides authorized employees with access to on-line services such as the Internet. The City expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the City's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as gross, indecent, or sexually oriented materials, gambling, and information related to illegal drugs.

Additionally, employees may not use the City's Technology Resources to sign guest books at Web sites or to post information to any Web sites, including posting messages to Internet news groups or discussion groups. These actions will generate junk electronic mail and may expose the City to liability or unwanted attention because of comments that employees may make. The City strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts.

13.12. Monitoring. The City monitors both the amount of time spent using on-line services and the sites visited by individual employees. The City reserves the right to limit such access by any means available to it, including revoking access altogether.

13.13. Software Use.

13.13.01 License Restrictions. All software in use on the City's Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the City's computers, by any means of transmission, unless authorized in writing in advance by the City Manager or City Clerk. Authorization for loading software onto the City's computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

13.14. Confidential Information. The City is very sensitive to the issue of protection of privacy and City business, of trade secrets and other confidential and proprietary both the City and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the City's Technology Resources.

Confidential Information should not be accessed through the City's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: ""This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise (employee's name) immediately at employee's telephone number or return it promptly by mail.

Employees should avoid sending Confidential Information over the Internet, except when absolutely necessary. Employees should also verify electronic-mail addresses before transmitting any messages.

13.15. Software for Home Use. The City endeavors to license its software so that it may be used on portable computers and home computers in addition to office computers. Before transferring or copying any software from a City Technology Resource to another computer, employees must obtain written authorization from the City Manager or the Director of Finance and Administrative Services.

13.16. Security. The City has installed a variety of programs and devices to ensure the safety and security of the City's Technology Resources. Any employee found tampering or disabling any of the City's security devices will be subject to discipline up to and including termination.

SECTION 14 TELEPHONE AND CELLULAR PHONE USE POLICY

14.01. Refer to the City of Hughson approved Telephone and Cellular Phone Use Administrative Policy.

SECTION 15 MISCELLANEOUS

15.01. Amendments. These rules and regulations may be amended at any time by the City, provided that amendments shall not be made until after consultation in good faith with representatives of any employee organization or organizations purporting to represent employees of the City.

15.02. Training of Employees. The City may participate in paying tuition fees, cost of textbooks, or other incidental training expenses. There will be a dollar limit per semester or course. Prior to school participation, an employee must have permission from the City Manager in order to obtain reimbursement. In order to be eligible for reimbursement, a minimum grade point average of 3.0 ("B" average) must be maintained. Reimbursement for noncredit courses may total 100% depending on job applicability.

Participation in and completion of special training courses may be considered in making salary increases and promotions. Evidence of such activity shall be filed by the employee with the Personnel Officer. Additional pay may be granted any City employee for training and certification programs established by his department head and approved by the City Manager.

15.03. Outside Work. Gainful employment outside an employee's regular City position shall be considered a privilege subject to regulation and not a right. No employee shall engage in a gainful occupation outside his or her city position which is incompatible with his or her City employment or which is of such a nature as to interfere with satisfactory dismissal of his or her regular duties or which creates the perception of such interference. Any employee who wishes to engage in or accept such employment may do so only after

having first requested and obtained written approval of the City Manager or a designated representative.

15.04. Severability. If any paragraph, sentence, clause, phrase, or section of this Personnel Manual is determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of the remaining paragraphs, sentences, clauses, phrases, or sections of these rules and regulations.

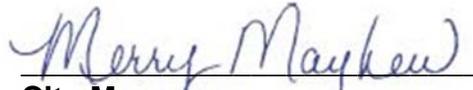


CITY COUNCIL AGENDA ITEM NO. 4.7

SECTION 4: CONSENT CALENDAR

Meeting Date: October 9, 2023
Subject: Approve the City Council Appointments to Boards and Committees
Enclosure: Draft List of Appointments
Presented By: George Carr, Mayor

Approved By:


City Manager

Staff Recommendation:

Approve the 2023 City Council Appointments to Boards and Committees.

Background and Overview:

The City Council's participation in various Boards and Committees within the City and Stanislaus County is very beneficial to the City and the Citizens of Hughson.

To keep on track of the boards and committees and to ensure continued Council and City involvement, the City Council reviews the Council Committee Appointments annually.

Per Government Code Section 40605 the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees. The current listing is attached. In order to discuss, or make changes, a member of the Council would need to pull the item from the Consent Calendar for special consideration.

Upon approval of the 2023 listing, City staff will amend as approved and send the 2023 City Council Appointments to Boards and Committees to all the Boards and Committees listed, so they may update their contacts.

These appointments will become effective immediately, and will remain effective until December 31, 2023, unless otherwise acted upon by the City Council.

Fiscal Impact:

There is no fiscal impact associated with this item.



City Council Boards & Committees Appointments

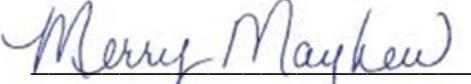
October 9, 2023 – December 31, 2023

2+2 Committee School District: Quarterly	Alan McFadon Julie Strain
2+2 Fire District Committee: Every Other Month	Randy Crooker George Carr
Budget & Finance Subcommittee: As needed – 3 to 4 times per year	Alan McFadon George Carr
Economic Development Committee: 4 th Monday of Each Month	Julie Strain Randy Crooker Sam Rush (Alt)
League of California Cities Executive Committee: Quarterly – Or as Needed	George Carr Alan McFadon (Alt)
San Joaquin Valley Air Pollution Control District Committee: As Needed	Sam Rush Julie Strain (Alt)
Stanislaus Council of Governments (StanCOG) Board of Directors: 3 rd Wednesday of Each Month	George Carr Alan McFadon (Alt)
Stanislaus County Disaster Council: Once A Year or As Needed	Sam Rush Julie Strain (Alt)
Stanislaus County Local Task Force on Solid Waste: Quarterly	Sam Rush Randy Crooker (Alt)
Stanislaus Economic Development Action Committee (EDAC): 2 Times Per Year	George Carr Randy Crooker (Alt)
JPA – West Turlock Subbasin Groundwater Sustainability Agency - Quarterly	Randy Crooker Sam Rush (Alt)
Turlock Mosquito Abatement District	Michael Ann Mitchell
Stanislaus Animal Services Agency Advisory Committee	Linda Ford



CITY COUNCIL AGENDA ITEM NO. 5.1

SECTION 5: UNFINISHED BUSINESS

Meeting Date: October 9, 2023
Subject: Approval to Purchase a Concrete Cutter
Enclosures: Project Scope
Evergreen Specialty Services Proposal
Presented By: Jose Vasquez, Public Works Superintendent
Approved By: 
City Manager

Staff Recommendation:

Approve the purchase of a concrete cutter for the total cost of \$5,955.21 from Evergreen Specialty Services.

Background and Discussion:

On August 14, 2023, the Hughson City Council adopted Resolution No. 2023-43, "Exhibit A, 2023 ARPA Projects Listing" which added additional American Rescue Plan Act (ARPA) Projects to the original ARPA Project Listing that was approved on June 27, 2022. The 2023 ARPA Projects Listing included a concrete cutter for Public Works.

The scope of work (Attachment 1) was posted in the Valley Builders Exchange, Hughson Chronicle, and on the City's website on August 31, 2023.

Proposals were due on September 14, 2023, and three proposals were received. The lowest bidder is Evergreen Specialty Services for \$5,955.21 (Attachment 2).

Evergreen Specialty Services	\$5,955.21
PR Diamond Products Inc.	\$7,368.42
Tools Direct USA	\$7,489.83

Fiscal Impact:

The concrete cutter was referenced in Resolution No. 2023-43, "2023 ARPA Projects Listing", which was approved by the City Council on August 14, 2023.

If this item is approved, Finance will increase Fiscal Year 2023/24 budget appropriations in Fund 380 (ARPA Fund) in the amount of \$5,955.21.

Project Description:

The City of Hughson is looking to purchase a Core Cut concrete saw for our Public Works group. This is a standard scope form, so it will have many requirements that won't apply to the purchasing of this equipment.

Project Scope:

- 1) The concrete cutter the City wants is a Core Cut CC1800XL, 20" blade capacity.
 - 2) The engine the City wants is a Honda GX390, 11.9 HP unit.
 - 3) **There are "no equals" that will be considered.**
 - 4) The supplier pricing shall include sales tax and shipping to Hughson City Hall, located at 7018 Pine St. Hughson, CA 95326.
 - 5) The supplier shall Provide estimated shipping dates with the bid and provide updates if those dates change.
 - 6) The contractor shall be responsible to provide all materials, labor and equipment needed to complete this scope.
 - 7) The contractor understands that all "on-site" labor will be done at prevailing wage rates. The quote must reflect the most recent prevailing wage determination or as amended from time to time:
<https://www.dir.ca.gov/oprl/dprevagedetermination.htm>
 - 8) The contractor shall be responsible for the proper disposal of any project waste.
 - 9) The contractor shall be responsible for the protection of any materials or equipment left on site during non-working hours.
 - 10) The contractor shall be responsible for any required building permits and inspections. Permit fees will be waived by the City.
 - 11) The contractor is responsible for any required USA surveys. Any damage, because of not getting a survey, will be the contractor's sole responsibility.
 - 12) The contractor shall provide their DIR number, proof of insurance and W-9 per City requirements.
 - 13) According to contracting law, the contractor shall provide payment and performance bonds on work totaling \$25k or more.

 - 14) Bids will be due on September 14th at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
 - 15) If you have any questions, please contact Bill Newlin at 209-617-7850 or Jose Vasquez at 209-505-3049.
1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
 2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
 3. Temporary closure to prevent public access at the end of the day is required.
 4. Any permits required are to be applied for by the contractor at no cost.
 5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
 6. See City contract form for insurance and indemnity requirements.

Required Contractor's License(s): Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

Required Contractor and Subcontractor DIR Registration: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor

Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

Substitution of Securities: In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with City of Hughson or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and City of Hughson. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

Labor Code Compliance: Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

Prevailing Wage Laws: The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City of Hughson, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, City of Hughson will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

Payroll Records and Prevailing Wage Monitoring: This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to City of Hughson on a weekly basis.

Reservation of Rights: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

Bid Protest Procedure: Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid posting of the informal bids received by the cutoff date and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive bid proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.

2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person

representing the protesting bidder if different from the protesting bidder.

3. Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

5. Copy to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

6. City's Decision. The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.

Exclusive Remedy. The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

8. Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

9. Rejection of All Bids. The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.



Evergreen Specialty Services
21 Sioux Drive
Commack, NY 11725
Tel: (631) 974-3010
Fax: (631) 864-1185

September 14, 2023

City of Hughson Bid

Bill,

We are pleased to offer a bid for the City of Hughson Concrete Saw bid.

We are offering the manufacturer, Core Cut, model number CC1800XL.
Price offered is for the self-propelled version of the CC1800XL model and includes the
Honda GX390 gas engine and a 20" blade guard.
Made in USA.

Our price is:
\$5,495.00 total
Sales tax:
\$460.21

Grand total including sales tax:
\$5,955.21

The price includes freight to Hughson, California.

The factory lead time is 8-10 weeks ARO.

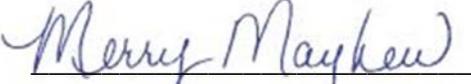
Thank you,

William Phelan



CITY COUNCIL AGENDA ITEM NO. 5.2

SECTION 5: UNFINISHED BUSINESS

Meeting Date: October 9, 2023
Subject: Approval to Purchase an Enclosed Trailer for Public Works
Enclosures: Project Scope
Bonander Truck and Trailers Proposal
Presented By: Jose Vasquez, Public Works Superintendent
Approved By: 
City Manager

Staff Recommendation:

Approve the purchase of an enclosed trailer for the total cost of \$12,827.94 from Bonander Truck and Trailers.

Background and Discussion:

On August 14, 2023, the Hughson City Council adopted Resolution No. 2023-43, "Exhibit A, 2023 ARPA Projects Listing" which added additional American Rescue Plan Act (ARPA) Projects to the original ARPA Project Listing that was approved on June 27, 2022. The 2023 ARPA Projects Listing included a trailer for Public Works.

The scope of work (Attachment 1) was posted on September 14, 2023, in the Valley Builders Exchange, and on the City's website as well as in the Hughson Chronicle.

Proposals were due on September 25, 2023, and three proposals were received. Two separate bids were received from Phoenix Contracting with differing amounts. The lowest bidder is Bonander Truck and Trailer for \$12,827.94 (Attachment 2).

Bonander Truck and Trailer	\$12,827.94
Phoenix Contracting #2	\$14,425
Phoenix Contracting #1	\$19,985

Fiscal Impact:

The trailer was referenced in Resolution No. 2023-43, "2023 ARPA Projects Listing", which was approved by the City Council on August 14, 2023.

If this item is approved, Finance will increase Fiscal Year 2023/24 budget appropriations in Fund 380 (ARPA Fund) in the amount of \$12,827.94.

Project Description:

The City of Hughson is looking to purchase a utility trailer that meets the following specifications. This is a standardized construction scope, most of the requirements below will not apply. Items 1-7 and the attached Standard Feature list is what will be expected to be included in all bids.

Project Scope:

- 1) The trailer is to be a Cargo Express brand unit, no exceptions. The model number will be a K8414SESV-100.
 - 2) This unit will be a 7' X 14' XL SE flat top sloped V-nosed, enclosed cargo trailer 10K white.
 - 3) This unit will include all the standard features as listed on the attached list, plus options Color White KUPGEN 1567, 6" Extra Height with No Slope KUPGEN 1668 and Generator Prep Package for 30 AMP KUPGEN 1547.
 - 4) Pricing will include Doc fees, Sales Tax and CA Tire Fees. The City is exempt from DMV Fees.
 - 5) Bid will include approximate lead time for trailer delivery.
 - 6) Bids will be due on September 25th at 2:00 p.m. Any bids received after 2:00 will be deemed non-responsive and will not be considered. Turn bids in either by email or hard copy dropped off at the lobby of City Hall. Email address: wnewlin@hughson.org
 - 7) If you have any questions, please contact Bill Newlin at 209-617-7850 or Jose Vasquez at 209-505-3049.
1. The winning bidder will be required to sign the City of Hughson's standard construction contract. The standard contract form is located at the City of Hughson website. WWW.HUGHSON.ORG
 2. If a traffic control plan is being asked for, the TCCP can be simple and straightforward.
 3. Temporary closure to prevent public access at the end of the day is required.
 4. Any permits required are to be applied for by the contractor at no cost.
 5. If required, construction staking is the responsibility of the contractor to ensure that location and elevations of new items of construction satisfy the construction plans and/or site conditions.
 6. See City contract form for insurance and indemnity requirements.

Required Contractor's License(s): Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid contractor's license, covering this type of work, at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

Required Contractor and Subcontractor DIR Registration: The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial 10 Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

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Reservation of Rights: The City Board reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the City.

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Exclusive Remedy. The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

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9. **Rejection of All Bids.** The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.

UTILITY TRAILER STANDARD FEATURE LIST

6" MAIN FRAME

6" A-FRAME TUBE TONGUE

16" ON-CENTER FULL HEIGHT CROSSMEMBERS

16" ON-CENTER TUBE SIDEWALLS

24" ON-CENTER ROOF BOWS

24" DEEP SLOPED V-NOSE WITH 6" DROP

2-5/16 " A-FRAME BALL COUPLER

SAFETY CHAINS

7-WAY ELECTRIC PLUG

2K COUPLER MOUNTED JACK

32" WIDE ENTRY DOOR WITH FLUSH LOCK

METAL WIRE DOOR HOLD BACK

REAR RAMP DOOR WITH SPRING ASSIST

12" WOOD RAMP FLAP

ATP FENDERS

DROP SPRING BRAKE AXELS

SUPER LUBE HUBS

ST225/75R15 'D' RADIAL TIRES

15" SILVER STEEL WHEELS

AUTOMOTIVE UNDERCOATING

0.030 ALUMINUM EXTERIOR

SCREWLESS EXTERIOR

SEAMLESS ALUMINUM ROOF

ATP NOSE CAP

2.5" TOP TRIM

1.5' BOTTOM TRIM

24" TALL STRAIGHT ATP STONE GUARD

LARGE J-TRIM ON RAMP DOOR

COLOR MATCHING REAR HOOP

SIDEWALL VENTS

78" INTERIOR HEIGHT

HIGH PERFORMANCE WOOD WALLS AND TRIM

LAUAN CEILING LINER STRIP

¾" HIGH PERFORMANCE WOOD FLOORING

1 LED DOME LIGHT WITH SWITCH

BULLET LED MARKER AND CLEARANCE LIGHTS

SLIMLINE LED TAILLIGHTS WITH INTEGRATED BACK-UP LIGHTS



8230 N El Mirage Road
 El Mirage, AZ 85335
 P: 623-536-5300
 F: 623-536-5323

Quote

Quote #:	QT385648
Entry Date:	09/06/23
Completion Date:	11/03/23
Customer PO:	
Sales Rep:	knuttall
Payment Terms:	Net 10 Days
Product:	ENCLOSED-LEM
CONFIG:	Engineering

Sold To

Bonander Auto Truck & Trailer Inc
 4401 N Golden St Blvd
 Turlock, CA 95380
 P: 209 668-3340
 F: 209 634-4965

Ship To

Bonander Auto Truck & Trailer Inc
 4401 N Golden St Blvd
 Turlock, CA 95380
 P: 209 668-3340
 F: 209 634-4965

Item	Model	Qty
7 x 14 XL SE Flat Top Sloped V-Nose Enclosed Cargo Trailer 10K(White)	K8414SESV-100	1

Standard Features Per Trailer:

6" Tube Main Frame	12" Wood Ramp Flap	1.5" Bottom Trim
6" A-Frame Tube Tongue	ATP Fenders	24" Tall Straight ATP Stone Guard
16" On-Center Full Height Crossmembers	Drop Spring Brake Axle(s)	Large J-Trim on Ramp Door(s)
16" On-Center Tube Sidewalls	Superlube Hubs	Color Matching Rear Hoop
24" On-Center Roof Bows	ST225/75R15 'D' Radial Tires	Sidewall Vents
24" Deep Sloped V-Nose with 6" Drop	15" Silver Steel Wheels	78" Interior Height
2-5/16" A-Frame Ball Coupler	Automotive Undercoating	High Performance Wood Walls and Trim
Safety Chains	0.030 Aluminum Exterior	Lauan Ceiling Liner Strip
7-Way Electric Plug	Screwless Exterior	3/4" High Performance Wood Flooring
2K Coupler Mounted Jack	Seamless Aluminum Roof	(1) LED Dome Light with Switch
32" Wide Entry Door with Flush Lock	ATP Nose Cap	Bullet LED Marker and Clearance Lights
Metal Wire Door Holdback	2.5" Top Trim	Slimline LED Tail Lights with Integrated Backup Light
Rear Ramp Door with Spring Assist		

Selected Options Per Trailer:

Color, White	KUPGEN1567
Additional 6" Extra Height - No Slope	KUPGEN1668
Generator Prep Package - 30 Amp	KUPGEN1547
Generator Prep Package-30amp Includes	
(1) 30amp Transfer Switch	
(1) Carbon Monoxide Sensor	
(1) Insulated Generator Box	
(1) 36in W x 33in H Generator Door	

11,800 -
 14 Doc 85 -
 14 Sales Tax 935.94
 1 CA Title Fee 7.00
 DMV Exempt 0

\$ 12,827.94

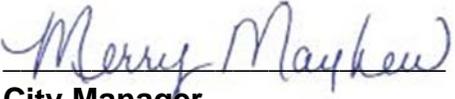
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Signature Required. Please sign and fax back to indicate order confirmation and acceptance of all terms and conditions as outlined in the 'Dealer Agreement'. Lead time for due date is initiated from date of signed customer order confirmation. Prices are subject to change.



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: PUBLIC HEARING

Meeting Date: October 9, 2023
Subject: Introduce and Waive the First Reading of Ordinance No. 2023-04, Amending the Hughson Municipal Code Pertaining to Chapter 17.01- General Provisions, Chapter 17.02 – Zoning Districts, and 17.03 – Citywide Regulations and Special Provisions to Title 17 “Zoning”.
Presented By: Carla C. Jauregui, Community Development Director
Approved By: 
City Manager

Recommendation:

Introduce and Waive the First Reading of Ordinance No. 2023-04, Amending the Hughson Municipal Code Pertaining to Chapter 17.01-General Provisions, Chapter 17.02 – Zoning Districts, and 17.03 – Citywide Regulations and Special Provisions to Title 17 “Zoning”, in compliance with State law and implementation of local standards where the City has discretion.

Background & Overview:

California's ADU legislation has undergone substantial revisions to tackle the state's housing challenges. These legislative changes are designed to simplify the process of constructing Accessory Dwelling Units (ADUs) by minimizing regulatory obstacles and enhancing flexibility for homeowners. Key adjustments encompass permitting ADUs on properties of all sizes, relaxing parking requirements in proximity to public transit, reducing associated fees, and introducing Junior ADUs. These modifications have triggered a notable increase in ADU construction across California and sparking a considerable amount of interest locally. ADUs offer additional housing alternatives and economic opportunities, while simultaneously addressing housing equity concerns. The state continues to lead the way in advocating for ADU development as a viable response to its housing shortage. In response to these evolving state laws, the City is amending its existing accessory dwelling unit ordinance to align with the updated regulatory framework, while still being as restrictive as allowable.

Discussion:

Under the Council's direction, staff has been diligently working with the City Attorney's office to address the new mandates regarding Accessory Dwelling Units. The objective has been to incorporate all the mandated State requirements with the intent of reducing impacts and preserving Hughson's single-family neighborhoods to the fullest extent possible.

The City, in common with all municipalities in California, is obligated to adhere to the state-level ADU laws delineated in various Assembly Bills (ABs) and Government Codes. These state-level laws serve as the fundamental framework for ADU regulations throughout California. It is imperative to emphasize that the City has dutifully followed state laws and has fully utilized the discretion granted to local governments under these laws.

While adhering to these state-level laws, the City has also exercised its legal authority to impose more stringent rules and regulations in certain areas, provided that they do not infringe upon the minimum requirements established by state law.

The most noteworthy changes between the original code (17.03.072 Accessory Dwelling Units) and the revised code (17.03.072 Accessory Dwelling Units and Junior Accessory Dwelling Units), include the following:

1. Maximum Number of ADUs per Lot:

Old Ordinance: Only allowed one ADU on a lot with a single-family detached unit.

New Ordinance: Allows for one (1) ADU and one (1) Junior Accessory Dwelling Unit (JADU) per lot.

The City's ordinance meets the maximum allowable restrictions provided by State law.

2. Maximum ADU Size:

Old Ordinance: Limited the total floor area for a detached second dwelling unit to 1,200 square feet or 50% of the primary dwelling unit's living area, whichever was less.

New Ordinance: Specifies that detached one-bedroom/studio ADUs shall not exceed 850 square feet, and ADUs with two or more bedrooms shall not exceed 1,000 square feet.

The City's ordinance meets the maximum allowable restrictions provided by State law.

3. Sale or Lease of ADUs:

Old Ordinance: Allowed ADUs to be rented but did not specify any minimum rental period.

New Ordinance: Prohibits the sale of ADUs separately from the primary dwelling. Allows ADUs to be rented, but not for less than 30 days.

The City's ordinance does not allow ADUs to be sold separately from the primary dwelling. State laws allows the separate conveyance of ADUs from the primary dwelling *under certain conditions*, **making the City's stance stricter while still meeting the maximum allowable restrictions provided by State law.**

4. Owner-Occupancy:

Old Ordinance: Required the property owner to occupy either the primary or accessory dwelling.

New Ordinance: Requires the property owner to occupy either the primary unit or ADU if the ADU is approved before January 1, 2020, or after January 1, 2025. Specifies the definition of occupancy as lodging overnight for at least 183 nights per calendar year.

The updates to State ADU Law removed the owner-occupancy requirement for newly created ADUs effective January 1, 2020. The new owner-occupancy exclusion is set to expire on December 31, 2024; however, local agencies may not retroactively require owner-occupancy for ADUs permitted between January 1, 2020, and December 31, 2024.

The City's ordinance meets the maximum allowable restrictions provided by State law.

5. Development Standards:

Old Ordinance: Had fewer detailed development standards.

New Ordinance: Establishes detailed development standards for both attached and detached ADUs, including setbacks, lot coverage, exterior access, height, design, and utility connections.

With an adopted ADU ordinance in compliance with State law, a local government may apply objective development and design standards to allow for ministerial review. The new ADU ordinance introduces several key changes compared to the old ordinance.

Setbacks:

Old Development Standard (Old Ordinance):

- The old ordinance did not specify setbacks for attached or detached ADUs.

New Development Standard (New Ordinance):

- Attached ADUs: Require a minimum side and rear setback of four (4) feet.

- Detached ADUs: Detached ADUs not converted from existing accessory buildings shall have side and rear setbacks of four (4) feet minimum.

Lot Coverage:

Old Development Standard (Old Ordinance):

- The old ordinance required the combined lot coverage of the primary dwelling unit, the accessory dwelling unit, and any accessory structures not to exceed the maximum allowable lot coverage.

New Development Standard (New Ordinance):

- Attached ADUs: Must comply with all building coverage and yard area requirements for the primary unit.
- Detached ADUs: The total square footage of a detached ADU must not exceed the lot coverage requirements imposed by the HMC. However, an exception allows for an 800-square-foot (or smaller) detached ADU if certain conditions are met.

Exterior Access:

Old Development Standard (Old Ordinance):

- The old ordinance required that attached ADUs have independent exterior access from the existing residence.

New Development Standard (New Ordinance):

- Attached ADUs: Must have an access door that is separate and independent from the primary unit.
- Detached ADUs: Must have an access door that is separate and independent from the primary unit.

Height:

Old Development Standard (Old Ordinance):

- The old ordinance did not specify height restrictions for ADUs.

New Development Standard (New Ordinance):

- An ADU shall not cause the residential building's height to exceed the lower of: (1) 25 feet; or (2) the maximum permitted height of the primary unit as set forth by the HMC, whichever is greater.

Design:

Old Development Standard (Old Ordinance):

- The old ordinance did not provide specific design guidelines for ADUs, such as matching materials, colors, or style.

New Development Standard (New Ordinance):

- The design of an ADU shall appear as an integral part of the primary dwelling and incorporate the same materials, colors, and style as the exterior of the primary dwelling, including roof materials and pitch, eaves, windows, accents, distinctive features, and character-defining elements.

Utility Connections:

Old Development Standard (Old Ordinance):

- The old ordinance did not address utility connections in detail.

New Development Standard (New Ordinance):

- An attached ADU is not required to have a separate utility connection unless it is constructed in conjunction with a newly constructed residential unit in a single-family home.
- Subject to the Community Development Director's discretion, a new or separate water and sewage connection may be required for a detached ADU.

These differences in development standards between the old and new ordinances reflect the city's efforts to provide more specific and comprehensive regulations for ADUs, ensuring their compatibility with existing structures and neighborhoods while allowing for greater flexibility in certain circumstances.

The City's ordinance meets the maximum allowable restrictions provided by State law.

6. Parking Requirements:

Old Ordinance: Required off-street parking but did not specify criteria or exceptions as in the new ordinance.

New Ordinance: Requires one off-street parking space per ADU unless certain exceptions apply. Provides specific criteria for parking space location and exceptions.

The City's ordinance meets the maximum allowable restrictions provided by State law.

7. Deed Restriction:

Old Ordinance: Required a deed restriction but did not specify its content as comprehensively as the new ordinance.

New Ordinance: Requires the property owner to file a deed restriction that restricts the sale and rental of ADUs, among other things.

The City's ordinance meets the maximum allowable restrictions provided by State law.

8. Fees:

Old Ordinance: Required fees applicable to the construction of a single-family dwelling but did not specify fee structures as in the new ordinance.

New Ordinance: Establishes different fee structures based on ADU size and type, with no City impact fees for ADUs under 750 square feet.

The City's ordinance meets the maximum allowable restrictions provided by State law.

These specific differences highlight how, where allowed, the City's local ordinance imposes stricter regulations on ADUs compared to the broader laws of the State. These changes collectively aim to provide more clarity, flexibility, and regulation in the development of accessory dwelling units, addressing concerns related to size, occupancy, and impact on neighborhoods, while also aligning with the goal of the State of encouraging the construction of ADUs to help address housing needs.

The second reading and adoption of the Ordinance will be presented to the Council on October 23, 2023.

Fiscal Impact:

Typically, a code amendment can cost anywhere between \$150 - \$400 for publishing. Both the legislative and city clerk professional services accounts are budgeted for these costs.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2023-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AMENDING MUNICIPAL CODE CHAPTER 17.01 – GENERAL PROVISIONS,
CHAPTER 17.02 – ZONING DISTRICTS, AND 17.03 – CITYWIDE REGULATIONS
AND SPECIAL PROVISIONS TO TITLE 17 “ZONING”, OF THE CITY MUNICIPAL
CODE**

WHEREAS, the City desires to amend the Municipal Code as it pertains to Accessory Dwelling Units and Junior Accessory Dwelling Units as set forth herein.

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

Section 1. Section 17.01.090(S)(3) of Chapter 17.01 of Title 17 of the Hughson Municipal Code is amended to read as follows:

“3. “Second dwelling unit” shall have the same definition as an “Accessory Dwelling Unit,” as defined in Section 17.03.072 in this Title.”

Section 2. Section 17.02.008(A)(4) of Chapter 17.02 of Title 17 of the Hughson Municipal Code is hereby deleted.

Section 3. Section 17.03.072 of Chapter 17.03 of Title 17 of the Hughson Municipal Code is amended to read as follows:

“17.03.072 Accessory Dwelling Units and Junior Accessory Dwelling Units.

- A. Purpose. To regulate the creation and modification of accessory dwelling units and junior accessory dwelling units, consistent with the general plan, the provisions of the HMC, and all relevant provisions of state law, in all residential districts where permitted, to protect the integrity of the City’s residential districts, and to ensure that accessory dwelling units and junior accessory dwelling units do not adversely impact adjacent residential parcels or the surrounding neighborhood.
- B. Definitions. The following definitions shall apply to terms as they are used in this section.
1. “Accessory Building” and “Accessory Structure” shall have the same meaning as the term “Accessory Building” as defined in HMC Section 17.01.090(A) as follows: “a detached building located on the same lot with the principal (main) building, the use of which is normally incidental and entirely secondary to that of the principal (main) building. A detached building shall be one that does not have a common wall with the principal (main) building on the same lot.”

2. “Accessory Dwelling Unit” or “ADU” means an attached or detached residential unit located on the same parcel as the primary dwelling unit, which includes permanent provisions for living, sleeping, eating, cooking, and sanitation. An ADU also includes the following as required by state law:
 - a. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, for occupancy by no more than two persons which have a minimum floor area of 150 square feet, and which may also have partial kitchen or bathroom facilities.
 - b. A manufactured home, as defined in Section 18007 of the Health and Safety Code.
 3. “Attached Accessory Dwelling Unit” means an ADU that shares a common wall with the primary residence, either by being constructed as a physical expansion (i.e., addition) of a primary residence, conversion of existing garage attached to a primary residence, conversion of existing habitable floor space within the primary residence, or installation of a new basement underneath an existing primary residence.
 4. “Car Share Vehicle” means a type of car rental where people rent cars for short periods of time, often by the hour, with a designated pick up and drop off location.
 5. “Detached Accessory Dwelling Unit” means an ADU that is constructed as a separate structure from the primary residence, or is a conversion of an existing detached accessory building, including a detached garage.
 6. “Junior Accessory Dwelling Unit” or “JADU” means a unit that is no more than 500 square feet in size and is contained entirely within the walls of a proposed or existing single-family residence which provides living facilities for one or more persons. An efficiency kitchen, as defined in Section 65852.22 of the Government Code, qualifies as a JADU.
 7. “Primary Unit” or “Primary Residence” means the building in which the principal residential use of the lot takes place.
 8. “Residential Unit” means one or more rooms and a single kitchen area designed for occupancy by one family for living and sleeping purposes.”
- C. General Requirements. Unless otherwise specified in this Section, all ADUs and JADUs shall meet the following requirements:
1. Maximum Number of ADUs and JADUs Per Lot. Only one (1) ADU and one (1) JADU is permitted per lot.
 2. Maximum ADU Size. The total square footage for a detached one (1) bedroom/studio ADU shall not exceed 850 square feet. The total square footage for an ADU with two (2) or more bedrooms shall not exceed 1,000 square feet.

3. Sale. An ADU or JADU shall not be sold separately from the primary dwelling.
4. Rental. An ADU or JADU may not be rented for a term of less than thirty 30 days.
5. Owner-Occupancy. Unless otherwise amended by state law, the property owner must occupy either the primary unit or ADU if the ADU is approved before January 1, 2020 or after January 1, 2025. For the purposes of this section, occupancy shall consist of lodging in the applicable unit overnight for at least 183 nights per calendar year.
6. Permit. A building permit (in accordance with HMC Chapter 15.04) must be obtained from the Community Development and Building Departments prior to the construction of or modification of an existing structure into an ADU or JADU.
7. Compliance with Zoning Requirements. All ADUs and JADUs in the City shall comply with all other zoning requirements imposed by the HMC, except as modified by this Section or by state law.
8. Compliance with Building Requirements. Unless otherwise provided by this Section or by state law, all ADUs and JADUs shall meet all city building requirements as described in HMC Title [15](#) and any other relevant codes in effect at the time of construction.
9. Fees. Any applicable impact and/or utility connection and capacity fees must be paid before a building permit is issued. These fees shall be determined by the City Council and shall be approved and adjusted pursuant to the provisions of HMC Sections 13.04 and 13.08.
10. Historic Structures. ADUs associated with historic buildings or structures shall be subject to the guidelines contained in HMC [17.03.040G](#).
11. Deed Restrictions. Prior to receiving approval from the Community Development Department, an applicant desiring to build an ADU or JADU must record a deed restriction on the proposed ADU or JADU that meets the requirements described in subsection J.

D. Application and Approval of ADUs and JADUs.

1. Application Submission. Applications for an ADU and/or JADU shall be submitted to the Community Development Department and shall be accompanied by all required fees, project plans (drawn to scale) depicting all onsite improvements, and the location of the primary residence and the proposed Unit. Applications must be signed by the owner of the property. The project plans must include the location of existing trees and structures, architectural elevations showing the proposed unit and its relation to the

primary residence, a description of building materials, landscaping, exterior finishes to be used, parking to be provided, and any other information required by the Community Development Department to determine whether the proposed ADU or JADU conforms with the requirements of this Section.

2. Ministerial Approval. On lots with an existing single-family or multi-family dwelling, provided that all requirements of this section are met, the planning officer shall ministerially approve the application for an ADU or JADU within 60 days of receiving the completed application.
3. Density Exemption. The ADU shall be exempt from the calculation of density under the requirements of the relevant zoning district.

E. Development Standards – Attached ADUs. Unless otherwise provided in this Section or by state law, all attached ADUs must meet the following requirements:

1. Setbacks: attached ADUs must have side and rear setbacks of four (4) feet minimum.
2. Lot Coverage: ADUs constructed within an existing primary unit shall comply with all building coverage and yard area requirements for the primary unit.
3. Exterior Access: An attached ADU must have an access door that is separate and independent from the primary unit.
4. Interior Access: Attached ADUs may maintain an interior connection to the primary unit provided there is a fire-rated door separating the units that is lockable on both sides.
5. Expansion: An attached ADU built within an existing primary unit may only be expanded if necessary to accommodate ingress and egress. Such an expansion must not exceed 150 square feet.
6. Height: An attached ADU shall not cause the residential building's height to exceed the lower of: (1) 25 feet; or (2) the maximum permitted height of the primary unit as set forth by the HMC, whichever is greater.
7. Design: The design of an attached ADU shall appear as an integral part of the primary dwelling and incorporate the same materials, colors, and style as the exterior of the primary dwelling, including roof materials and pitch, eaves, windows, accents, distinctive features, and character defining elements.
8. Utility Connections: An attached ADU is not required to have a separate utility connection unless it is constructed in conjunction with a newly constructed residential unit in a single-family home.

F. Development Standards – Detached ADUs. Unless otherwise provided in this Section or by state law, all detached ADUs shall meet the following requirements:

1. Side and Rear Setbacks. Detached ADUs that are not conversions of existing accessory buildings shall have side and rear setbacks of four (4) feet minimum. No setbacks are required for detached ADUs constructed within an existing accessory building or in a new building constructed in the same location and to the same dimensions as an existing accessory building.
2. Front Setbacks. All detached ADUs shall be subject to the same front setback requirements applicable to the primary unit, except if said compliance would prohibit the construction of a detached ADU measuring 800 square feet that otherwise meets the requirements of this Section and all other applicable state laws.
3. Lot Coverage. The total square footage of a detached ADU must not exceed the lot coverage requirements imposed by the HMC. However, if this requirement would otherwise prohibit the applicant from building a detached ADU of 800 square feet or greater, the applicant will be permitted to construct an 800-square foot (or smaller) detached ADU that complies with the setback and height provisions of this subsection F.
4. Exterior Access. A detached ADU must have an access door that is separate and independent from the primary unit.
5. Expansion. A detached ADU built within an existing accessory building may only be expanded if necessary to accommodate ingress and egress. Such an expansion must not exceed 150 square feet.
6. Height. The height of a detached ADU shall not exceed: (1) 16 feet for lots with a single-family or multifamily dwelling; (2) 18 feet if the single-family or multifamily dwelling is located within one half mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code; or (3) 18 feet if the multi-family dwelling has multiple stories.
7. Design. The design of a detached ADU shall be subordinate to the primary dwelling in terms of size and building footprint. The detached building shall exhibit residential character and complement the primary dwelling in terms of proportions, roof form, and basic architectural features. Exterior materials and colors shall match those existing on the primary residence.
8. Utility Connections. Subject to his or her discretion, the Community Development Director may require a new or separate water and sewage connection to a detached ADU.

G. Development Standards – Junior Accessory Dwelling Units.

Unless otherwise stated in this subsection F, all the requirements of this chapter shall apply equally to Junior Accessory Dwelling Units. All JADUs, unless permitted by subsection G of this Section or are otherwise permitted by state law, shall meet the following requirements:

1. JADUs shall be created within the walls of a single-family residence, including attached garages.
2. JADUs shall not be constructed within accessory buildings or structures.
3. The maximum floor area for a JADU shall not exceed 500 square feet.
4. JADUs created in an attached garage are required to provide off-street covered replacement parking, as approved by the Planning Director. Other JADUs are not required to provide replacement parking spots.
5. All JADUs shall include, at minimum, and “Efficiency Kitchen,” as defined in Section 65852.22 of the Government Code. A JADU may include separate sanitation facilities or share sanitation facilities with the primary unit.
6. All JADUs must have an exterior access door that is separate and independent of the primary unit.

H. Specifically Permitted Accessory Dwelling Units

ADUs and JADUs in the following categories are permitted in residential and mixed-use zones pursuant to state law and without further compliance with the provisions of this Section. ADUs approved pursuant to this subsection G are subject to the same fee structure provided in subsection I of this Section.

1. A JADU within a primary residence and an ADU within a primary residence or an existing accessory structure if (A) the proposed ADU or JADU has an exterior door that is independent from the existing residence, and (B) the side and rear setbacks are sufficient for fire safety. Up to 150 square feet may be added but only to accommodate ingress and egress to and from the existing accessory building.
2. One new detached ADU up to 800 square feet with a maximum height of 16 feet and four-foot side and rear setbacks, which may be combined with a JADU in the primary residence.
3. Multiple ADUs (at least one, or up to 25 percent of the existing multifamily units, whichever is greater) within portions of existing multifamily dwellings that are not used as livable space.

4. Two ADUs detached from an existing multifamily dwelling, with a maximum height of 16 feet and side and rear setbacks of at least 4 feet.

Any ADU constructed pursuant to this subsection shall not be rented out for a term of less than 30 days. Subject to his or her discretion, the Community Development Director may require a new or separate water and sewage connection to a unit constructed pursuant to this subsection if it is constructed with a new single-family home. This subsection does not entitle a property owner to construct more than one ADU or JADU on a single-family zoned lot.

I. Parking Requirements for ADUs.

1. One off-street parking space is required per ADU. Each required parking space must comply with the requirements set forth in HMC 17.03.060, unless otherwise stated in this Section. A parking space required for an ADU may be provided as tandem parking, including on an existing driveway or in a side or rear yard area, unless specific findings are made by the Community Development Director that parking in setback areas or tandem parking is not feasible based on fire and safety conditions.
2. Exceptions: Notwithstanding the parking requirement in this subsection or the requirements of HMC 17.03.060, no off-street parking is required if the ADU:
 - a. Is located within one-half mile of a public transit stop;
 - b. Is located in a designated historic district;
 - c. Is part of an existing primary residence or an existing accessory structure;
 - d. Is located in an area requiring on-street parking permits, but they are not offered to the accessory dwelling unit occupant;
 - e. Is located within one block of a Car Share Vehicle pickup/drop-off location; or
 - f. Is converted from a garage, carport, or covered parking structure, or if such a structure is demolished in conjunction with the construction of an ADU.

J. Fees.

The fees applicable to ADUs and JADUs shall be determined by the following criteria:

1. Detached ADUs Under 750 Square Feet: No impact fees shall be charged for ADUs less than 750 square feet in size. Connection and capacity fees for water and sewage connections for detached ADUs may be charged in proportion to their size relative to the square footage of the primary unit.
2. Detached ADUs of 750 Square Feet and Greater: Connection, capacity, and impact fees may be charged for detached ADUs of 750 square feet and larger. Impact fees imposed pursuant to this subsection shall be proportionate to the size of the unit relative to the square footage of the primary residence.

3. JADUs and attached ADUs: No connection or capacity fees will be charged for ADUs or JADUs constructed within an existing primary unit. However, the City may impose connection and capacity fees upon attached ADUs constructed within a newly constructed single-family home.
4. School Fees: Any ADU greater than 500 square feet shall, pursuant to Section 17620 of the Education Code, pay school district impact fees as imposed by the Hughson Unified School District.

K. Deed Restriction.

Before obtaining a building permit for an ADU or JADU, the property owner shall file with the county recorder a declaration of agreement of restrictions, which has been approved by the City Attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating as follows:

1. For ADUs.
 - a. The ADU shall not be sold separately from the primary unit;
 - b. The accessory dwelling unit shall not be rented for less than thirty (30) days.
2. For JADUs.
 - a. The JADU shall not be sold separately from the primary dwelling;
 - b. The JADU is restricted to the maximum size allowed pursuant to this Section; and
 - c. The JADU shall not be rented for less than thirty (30) days.
 - d. The property owner shall occupy either the primary residential unit or the JADU on the property. If neither unit is owner-occupied, then the use of the property shall revert to a single-family occupancy.
3. The deed restrictions described in this subsection shall be binding upon any successor in ownership of the property and lack of compliance shall result in legal action against the property owner.

Section 4. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

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

Section 7. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code. The foregoing ordinance was introduced, and the title thereof read at the regular meeting of the City Council of the City of Hughson held on October 9, 2023, and by a unanimous vote of the council members present, further reading was waived.

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

AYES:

NOES:

ABSTENTIONS:

ABSENT:

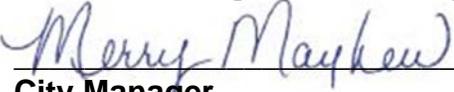
GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk



CITY COUNCIL AGENDA ITEM NO. 7.1 SECTION 7: NEW BUSINESS

Meeting Date: October 9, 2023
Subject: Adoption of Resolution No. 2023-51 to Amend the City of Hughson Public Safety and Maintenance Services Community Facilities District, and Adoption of Resolution No. 2032-52, Calling for a Special Election Therein
Enclosures: Schedule of Proceedings
Amended Citywide CFD Formation Report
Amended Parkwood Budget
Presented By: Carla C. Jauregui, Community Development Director
Approved By: 
City Manager

Staff Recommendations:

1. Adopt Resolution No. 2023-51, a Resolution of Intent to amend the City of Hughson Public Safety and Maintenance Services Community Facilities District, proposing to change the Rate and Method of Apportionment of Special Tax (RMA) for Community Facilities District No. 2022-01 (the "CFD") and to include additional authorized services within the CFD; and
2. Adopt Resolution No. 2023-52, a Resolution calling for a Special Election in the City of Hughson Public Safety and Maintenance Services Community Facilities District; and
3. Set a Public Hearing date for December 11, 2023; and
4. Direct the Publication of the Notice of Public Hearing, at least seven (7) days prior to the Public Hearing

Description and Analysis:

On January 23, 2023, the City Council adopted Resolution No. 2023-08 establishing the Community Facilities District (CFD) and providing for the levy of a special tax to finance the maintenance and servicing of certain public facilities and providing certain other Authorized Services. The CFD currently encompasses the Parkwood development project, which is proposed to consist of 299 single-family units.

The CFD was formed pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act") to help offset the costs of providing public safety and maintenance services for certain improvements (shown below).

The CFD will provide funding for the following Authorized Services:

- Police services;
- ***Fire protection and suppression services and emergency medical services;**
- Street maintenance and repairs including curbs, gutters, sidewalks and ramps;
- Parks maintenance;
- Street lights including maintenance and electrical/utility costs;
- Storm Drain Facilities maintenance including manhole covers, catch basins, pipes, drains, and treatment of stormwater run-off;
- Landscape maintenance.

*** Additional services being included with the CFD (Purpose of this Amendment).**

Under the proposed modifications the maximum special tax rate will be increased to \$1,156.40 per single-family residential unit, from \$997.82 as originally established.

Rationale for Recommendation: The Mello-Roos Community Facilities Act of 1982 requires that the City Council commence proceedings to amend a community facilities district when the owners of more than 25% of the taxable land within the district submit a petition requesting a change (California Government Code sections 53331 to 53338). The owners of the subject property have done so here. The change is being made to include Fire and Emergency medical services which were previously not included in the original established CFD. The addition of the special rate will provide much needed funding for these services.

Should the City Council adopt the Resolution of Intention to Amend the District, a public hearing will then be held on December 11, 2023 to accept public comment on the Amendment of the CFD.

FISCAL IMPACT:

The fiscal impact to the City will be minimal. The proposed, amended maximum special tax rate will be \$1,156.40 per unit as stated above and is designed to pay for the costs of the improvements and services provided, including the addition of Fire and EMS services.

SCHEDULE OF PROCEEDINGS:

October 9, 2023	City Council adopts Resolution of Consideration to Amend the CFD
October 12, 2023	Mail Ballot to Property Owner
November 28, 2023	Publish Notice of Public Hearing
December 11, 2023	Hold Public Hearing Adopt Resolution Calling Special Election
December 11, 2023	Special Election Ballots Due
December 11, 2023	Adopt Resolution Declaring Results of Special Election Adopt Resolution of Change
December 11, 2023	Adopt Amended Ordinance
December 26, 2023	Record Amended Notice of Special Tax Lien
January 8, 2024	Second Reading of Amended Ordinance

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2023-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON OF INTENT TO
AMEND THE AUTHORIZED SERVICES PROVIDED IN THE HUGHSON CITYWIDE
PUBLIC SAFETY AND MAINTENANCE SERVICES COMMUNITY FACILITIES
DISTRICT**

THE CITY OF HUGHSON CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, In January 2023, the City Council finalized proceedings under the Mello-Roos Community Facilities Act of 1982, set forth at Government Code sections 53311 through 53368.3 (the "Act"), to form the "City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District No. 2022-01 (the "CFD"), to authorize the levy of special taxes upon the taxable properties within the CFD, pursuant to the rate and Method of Apportionment detailed in a Report filed with the City Clerk; and

WHEREAS, at the request of the owner of all of the land in the CFD, the City Council wishes to undertake change proceedings under the Act to amend the rate and method of apportionment of special taxes (the "Rate and Method") to include additional Authorized Services; and

WHEREAS, the City has received a petition, a copy of which is on file with the City Clerk, from the owner of all of the land within the CFD that is not exempt from the special tax, requesting that the City undertake change proceedings under the Act to amend the Rate and Method, resulting in an increase to the applicable maximum special tax rate; and

WHEREAS, the City Council has duly considered the advisability and necessity of conducting change proceedings the CFD under the Act, and desires to change the Rate and Method as requested, subject to approval by the qualified electors of at a special election called for such purpose; and

WHEREAS, the proposed changes to the Rate and Method may only be considered by this City Council following a public hearing, and must be approved by two-thirds of the votes cast on the proposed changes at an election of the qualified electors within the CFD; and

WHEREAS, the City Council has determined that the proposed change proceedings for the CFD are consistent with and follow the local goals and policies concerning the use of the Act that have been adopted by the City Council and are now in effect.

NOW, THEREFORE, IT IS ORDERED as follows:

Section 1. The City Council finds that the above statements are true and correct.

Section 2. The proposed amendment to the Rate and Method for the CFD, in the form attached hereto as Exhibit A and incorporated herein by reference, are hereby approved by this City Council, subject to

approval by two-thirds of the votes cast on the proposition at an election of the qualified electors.

Section 3. The City Council hereby fixes December 11, 2023 (which is at least 30 days and not more than 60 days after the date of this Resolution), at 6:00 p.m. or as soon thereafter as possible, in the City Council Chambers, 7018 Pine Street, Hughson, California, and by such telephonic and electronic access as shall be noticed by the City Clerk, as the date, time and place for the public hearings on the questions of the proposed amendment to the Rate and Method for the CFD. At the public hearing, any interested persons, may appear and be heard, and the testimony of all interested persons for or against the matters set forth in this resolution.

- a. Any protests may be made orally or in writing by any interested persons, except that protests pertaining to the regularity or sufficiency of the proceedings must be in writing and must clearly set forth the irregularities and defects to which the objection is made. The City Council may waive any irregularities in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. All written protests must be filed with the City Clerk at or before the time fixed for the public hearing, and any written protest may be withdrawn in writing before the conclusion of the public hearing.
- b. If, at the conclusion of the public hearing, the City Council determines to proceed with the proposed changes, then the following questions will be submitted separately to the qualified electors of the CFD in an election conducted under section 53326 of the Act: the question of changing the Rate and Method to include additional services. The election must be conducted not less than 90 days or more than 180 days after adoption of this resolution unless appropriate waivers under section 53326 of the Act have been filed with the City Clerk.
- c. The City Council may continue the public hearing from time to time so long as the hearing is completed within 30 days except that the hearing may be continued for up to six months if the City Council finds that the complexity of the proposed changes or the need for public participation requires additional time.

Section 4. The City Council expects that the election will be by landowners, as the City Clerk has determined that on at least one day during the 90 days before the date set for the public hearing there have been fewer than 12 registered voters residing within the area comprising the CFD. Thus, the City Council expects that the proposed voting procedure will be by mail or hand-delivered ballot to the owners of land within the CFD that is not exempt from the special tax, each owner having one vote for each such acre or portion of an acre owned.

Section 5. The City Clerk is directed to give notice of the hearing in accordance with sections 53322, 53322.4, and 53335 of the Act, by publishing in a newspaper of general circulation published in the area of the CFD, notice of public hearing in the form required by the Act. The City Clerk shall do this in accordance with Government Code section 6061, and the publication must be completed at least seven days before the date set for the public hearing.

Section 6. Exhibits A & B are part of this resolution.

Section 7. This resolution takes effect when adopted.

Attachments:

Exhibit A – Amended Description of Services

Exhibit B – Amended and Restated Rate and Method

Exhibit C – Boundary Map

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of October, 2023 by the following roll call vote:

AYES:

NOES:

ABSENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, City Clerk

**CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2023-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON CALLING FOR
A SPECIAL ELECTION SUBMITTING TO QUALIFIED VOTERS WITHIN THE
HUGHSON CITYWIDE PUBLIC SAFETY AND MAINTENANCE SERVICES
COMMUNITY FACILITIES DISTRICT, PROPOSITIONS REGARDING AMENDMENT OF
THE AUTHORIZED SERVICES AND THE ANNUAL LEVY OF SPECIAL TAXES
THEREIN**

WHEREAS, pursuant to Section 53325.1 of the California Government Code, the City Council (hereafter referred to as the “City Council”) of the City of Hughson (the “City”) did, subject to a protest vote pursuant to Section 53324 of the California Government Code, adopt a resolution authorizing the formation of a Community Facilities District, (the “CFD ”) immediately following the close of the public hearing on January 23, 2023; and

WHEREAS, by that resolution, the City Council called for a special election on the propositions to be submitted to the voters of the proposed CFD with respect to the levy of special taxes therein for the financing of certain services (the “Authorized Services”) within the CFD; and

WHEREAS, the City Council received a petition from 100% of the land owners in the CFD, requesting an Amendment to the CFD by including additional Authorized Services as part of the Method of Apportionment; and

WHEREAS, the City Clerk of the City of Hughson (the “City Clerk”) has advised the City Council that there are less than 12 persons registered to vote within proposed boundaries of the CFD;

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Hughson Citywide Community Facilities District as follows:

SECTION 1. Findings. The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory of the proposed District for each of the 90 days preceding the close of the public hearing on **December 11, 2023**; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the CFD, whose property is subject to the special taxes, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the CFD which are subject to the proposed special taxes; (iv) the owners of all of the land in proposed CFD, by written consent (a) waived the time election called by this resolution and the election on the propositions; (b) consented to the holding of the election on December 11, 2023; and (c) waived notice and mailed notice of the time and date of the election.

SECTION 2. Call for Special Election. The City Council hereby calls and schedules a special election for December 11, 2023, on the proposition of the Amendment to

the Rate and Method of Apportionment within the CFD to finance additional Authorized Services within the CFD.

SECTION 3. Proposition. The proposition to be submitted to the voters of the District at such special election shall be as follows:

Proposition: “Shall special taxes be levied annually on taxable property within the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District, pursuant to the Amended and Restated Rate and Method of Apportionment of Special Taxes as set forth in the Resolution of Intention adopted by the City Council of the City of Hughson on October 9, 2023, and subject to the accountability measures set forth in such resolution?”

SECTION 4. Conduct of Election. The special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

SECTION 5. Election Procedures. The procedures to be followed in conducting a special election on the proposition with respect to the amendment to the CFD and the levy of special taxes on taxable property within the CFD to pay for certain maintenance and services, shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official, shall mail or deliver to each qualified elector an official ballot in the appropriate form, and shall also mail or deliver to all such qualified electors a ballot pamphlet, instructions to voter, and a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of, or other person affiliated with, the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite

each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the proposed CFD.

(d) The official mail ballot shall also have printed or typed thereon the following: (i) the address of the landowner, (ii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iii) the printed name and signature of the voter, (iv) the address of the voter, (v) the date of signing and place of execution of the declaration.

(e) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon a notice that the envelope contains an official ballot and is to be opened only by the City Clerk at the Public Hearing.

(f) The information to voter to be delivered by the City Clerk to the landowner-voter shall inform them that the official ballot shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return envelope provided.

(g) Upon receipt of the return identification envelope, which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 9th day of October, 2023 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

GEORGE CARR, Mayor

APPROVED:

ASHTON GOSE, City Clerk



City of Hughson California



Harris & Associates

CITY OF HUGHSON

**CITYWIDE PUBLIC SAFETY AND
MAINTENANCE SERVICES COMMUNITY
FACILITIES DISTRICT
AMENDED FORMATION REPORT
FISCAL YEAR 2023-24**

October 9, 2023

Prepared by

Harris & Associates

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INTRODUCTION

The City Council (the “Council”) of the City of Hughson (the “City”) did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), on December 12, 2022, adopt a resolution entitled “Resolution of the City of Hughson City Council, Intent to Establish the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District (the “Resolution of Intention”). In the Resolution of Intention, the Council expressly ordered the preparation of a written report (the “Report”), for the proposed "City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District" (the “CFD”).

The Resolution of Intention ordered the Report and directed that the Report generally contain the following:

(a) A description of the services (the “Services”), by type, which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services, including incidental expenses in connection therewith, and all other related costs.

(c) A Rate and Method of Apportionment of the special tax.

(d) A boundary map of the proposed district.

This Amended Report is being prepared to include the addition of Fire and Emergency Services as Authorized Services.

For additional particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the Council.

DESCRIPTION OF AUTHORIZED SERVICES

The Authorized Services shown below ("Authorized Services" shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982) are proposed to be funded by the CFD, including all related administrative costs, expenses and related reserves for proper and continued maintenance and replacement.

- Police services,
- Fire protection and suppression services,
- Emergency medical services,
- Street maintenance and repairs including curbs, gutters, sidewalks and ramps,
- Parks and park amenities,
- Streetlights – maintenance and electrical/utility costs,
- Storm Drain facilities including catch basins, detention basins, pipes, drains, etc.,
- Landscaping, including utilities for irrigation systems.

The Special Taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the City to fund future repairs and/or replacement of the facilities/improvements described above, as determined by the City.

PROPOSED BOUNDARIES OF THE CFD

The boundary of the CFD is proposed to be the boundaries of the City of Hughson, with the Parkwood subdivision being Tax Zone 1. Parkwood is located south of Hatch Road and east of Santa Fe Avenue (southeast corner). The project, when developed, is proposed to consist of 299 single-family residential parcels. Please refer to Appendix A of this Report for a copy of the District Boundary Map.

Properties within the CFD's future annexation area shall be annexed into the CFD as new development occurs, unless exempted by law or by the provisions set forth in the Method of Apportionment. The CFD's future annexation area shall be defined as the boundaries of the City.

COSTS OF SERVICES TO BE MAINTAINED BY THE CFD

The estimated costs of providing the Services to the parcels within the CFD are shown on the following pages. The Maximum Special Tax, as shown in Appendix B of this Report, shall be adjusted annually by the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (“CPI”), for the month of February, for the San Francisco/Oakland/San Jose area, plus 3%. This adjustment is the same applied to other districts in the City. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.

Tax Zone 1 – Parkwood Cost Estimate

The cost estimates, maintenance costs, administrative costs and capital replacement costs for Tax Zone 1 of the CFD are shown on the following pages.

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Cost Estimate Summary

Item	Annual Costs
Maintenance	
Landscape Maintenance	\$77,301.25
Street Lighting Maintenance	16,872.00
Street Maintenance	<u>3,560.28</u>
Total Maintenance Cost	\$97,733.53
Police Services	\$140,730.33
Fire Protection and EMS Services	\$47,412.43
Administrative Cost	\$8,578.35
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$9,773.35
Capital Replacement Reserve	<u>41,535.61</u>
Total Reserves	\$51,308.96
Total Maintenance, Service, Administrative and Reserve Costs	\$345,763.60
Total Maximum Special Tax Amount - Fiscal Year 2023/24	\$345,763.60

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Maintenance Costs

Item	Unit	Quantity	Cost/Unit	Cost/Year
Maintenance & Service Items				
Police Services	EA	299	\$470.67	\$140,730.33
Fire Protection and EMS Services	EA	299	\$158.57	\$47,412.43
Detention Basin/Park (Lot B) ¹	SF	139,499	\$0.15	\$20,924.85
Park (Lot C) ¹	SF	57,861	\$0.25	\$14,465.25
Park (Lot D) ¹	SF	15,214	\$0.25	\$3,803.50
Street Landscaping	SF	66,920	\$0.25	\$16,730.00
Utilities (landscape water)	SF	286,189	\$0.06	\$16,425.00
Storm Drain System - Catch Basins	EA	2	\$1,050.00	\$2,100.00
Street Trees	EA	462	\$5.00	\$2,310.00
Wood Fencing (6')	LF	229	\$0.25	\$57.25
Sound Wall - Painting & Graffiti Abatement	SF	3,236	\$0.15	<u>\$485.40</u>
Total Maintenance & Service Costs				\$265,444.01
Street Lighting Maintenance & Utilities				
Throughout Interior of Tract	EA	33	\$37.00	\$14,652.00
Exterior of Tract (On Santa Fe Ave.)	EA	5	\$37.00	<u>\$2,220.00</u>
Total Street Lighting Maintenance Cost				\$16,872.00
Street Maintenance				
Throughout Interior of Tract - Street Sweeping	Mile	2	\$23.00	\$1,104.00
Throughout Interior of Tract - Storm Drains (Clean-out as needed)	EA	53	\$7.50	<u>\$2,456.28</u>
Total Public Street Maintenance Cost				\$3,560.28
Total Maintenance Cost				\$285,876.29

⁽¹⁾ Includes bbq grills, dog waste stations, trash receptacles, picnic tables, benches, drinking fountain, shade & play structure, wood chip playground surface.

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Administrative Costs

Item	Cost/Year
Administrative Cost	
City Personnel Costs	\$4,886.68
Annual District Administration	3,600.00
Stanislaus County Collection Charges	88.55
Rounding Adjustment	<u>3.12</u>
Total Administrative Cost	\$8,578.35

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Capital Replacement Reserve

Item	Unit	Quantity	Cost/Unit	Cycle	Cost/Year
Landscape Improvements					
Irrigation Controller	EA	1	\$4,050.00	15	\$270.00
Booster Pump	EA	1	\$5,000.00	25	\$200.00
Park Amenities					
Play Structure	EA	1	\$50,000.00	25	\$2,000.00
Wood Chip Playground Surface	SF	2,265	\$1.00	5	\$453.00
BBQ Grills/Hot Coal Bin	EA	2	\$1,168.00	10	\$233.60
Dog Waste Station	EA	3	\$678.00	10	\$203.40
Trash Receptacles	EA	3	\$750.00	10	\$225.00
Picnic Tables (1 is ADA compliant)	EA	4	\$1,000.00	25	\$160.00
Steel Benches	EA	5	\$985.00	15	\$328.33
Shade Structure	EA	1	\$15,000.00	10	\$1,500.00
Volleyball Net	EA	1	\$300.00	5	\$60.00
Basketball Goal Posts	EA	2	\$1,520.00	25	\$121.60
Miscellaneous Items ⁽¹⁾			\$1,500.00	1	\$1,500.00
Sound Wall (10')	LF	1,958	\$300.00	50	\$234.96
Sound Wall (8')	LF	268	\$270.00	50	\$28.94
Sound Wall (6')	LF	1,010	\$240.00	50	\$96.96
Wood Screen Fencing	LF	229	\$25.00	10	\$572.50
Chain Link Fencing (Black vinyl coated)	LF	1,040	\$40.00	30	\$1,386.67
4' X 16' Chain Link Gate (Black vinyl covered)	EA	1	\$1,000.00	15	\$66.67
3' X 4' Chain Link Gate (Black vinyl covered)	EA	1	\$500.00	15	<u>\$33.33</u>
Total Landscape Improvements Replacement Cost					\$9,641.63
Street Lighting Improvements					
Exterior Street Light Pole	EA	5	\$5,000.00	15	\$333.33
Exterior Street Light LED Power Module	EA	5	\$150.00	5	\$150.00
Exterior Street Light LED Optical Module	EA	5	\$750.00	20	\$187.50
Interior Street Light Pole	EA	33	\$3,500.00	25	\$140.00
Interior Street Light LED Power Module	EA	33	\$150.00	5	\$990.00
Interior Street Light LED Optical Module	EA	33	\$750.00	20	<u>\$1,237.50</u>
Total Street Lighting Improvements Replacement Cost					\$3,038.33
Public Street and Sidewalk Improvements					
Streets - Slurry Seal/Chip Seal/Crack Repair	SY	32,759	\$5.70	15	\$12,448.42
Streets - Overlay	SY	32,759	\$25.00	50	\$16,379.50
Sidewalks - Repair/Replace as needed	SF	6,852	\$7.00	50	\$19.19
ADA Sidewalk Ramp - Repair/Replace	SF	61	\$7.00	50	<u>\$8.54</u>
Total Street and Sidewalk Improvements Replacement Cost					\$28,855.65
Total Annual Replacement Cost					\$41,535.61

⁽¹⁾ Includes sprinkler heads, rotars, valves, doggie bags, etc.

Reserve Fund balance information for the CFD is shown on the following page. Each year, any additions to or reductions from the CFD Reserve Funds (Operating and/or Capital), will be shown in this table and the balances updated annually. As funds are used for maintenance, replacement or repair projects within the CFD, the table will reflect such reductions and narrative will be included in the CFD annual Report to detail the particular project for which Reserve monies were used.

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Reserve Fund Information

Operating Reserve Fund	
Estimated Operating Reserve Fund Beginning Balance - 7/1/2023	\$0.00
Operating Reserve Fund Collections/Reductions - Fiscal Year 2023/24	<u>\$9,773.35</u>
Estimated Operating Reserve Fund Ending Balance - 6/30/2024	\$9,773.35
Estimated Capital Reserve Fund Beginning Balance - 7/1/2023	\$0.00
Capital Reserve Fund Collections/Reductions - Fiscal Year 2023/24	<u>\$41,535.61</u>
Estimated Capital Reserve Fund Ending Balance - 6/30/2024	\$41,535.61
Total Reserve Balance	\$51,308.96

**City of Hughson
Tax Zone 1 - Parkwood**

Special Tax Summary

Fiscal Year 2023/24 Special Tax Rates Per EDU		
Maximum Special Tax Amount	Tax Zone 1 EDU's	Rate Per EDU
\$345,763.60	299.00	\$1,156.40

DESCRIPTION OF BUDGET ITEMS

- **Police Services:** Costs associated with providing police services to residents and properties within the District.
- **Fire Protection and Suppression Services and Emergency Medical Services:** Costs associated with providing fire protection and suppression services and emergency medical services to residents and properties within the District.
- **Landscape Maintenance:** Includes the costs associated with the maintenance of street landscaping improvements, parks maintenance, including utilities, irrigation, trimming, mowing, fertilizing, etc., street trees, sound wall and fence maintenance, including repairs, painting and/or removal of graffiti.
 - Parks maintenance includes ball fields, playground equipment, basketball court, and volleyball court in Lots C and D.
 - Storm Drain Facilities include the costs of clearing debris from the storm drain basin/channels and other drainage facilities. Lot B serves as a detention basin as well as a park.
- **Street Lighting:** The costs associated with the ongoing maintenance and repair of the street lighting systems. Such items may include but are not limited to, wiring, bulbs, poles, etc.
- **Street Maintenance:** Includes the costs for regular sweeping, and maintenance and repairs as needed, including services such as slurry seal, chip seal, crack repair or overlays.
- **Administrative Costs:** Costs associated with individual City employees (City Clerk, City Council, City Manager, Finance Director, Finance Staff, City Engineer, etc.) who contribute time to the administration of the District, preparation of meetings, notices, etc., as well as paying bills for District expenses. Also includes costs associated with a financial engineering consultant to provide the formation and annual administration of the District, as well as collection costs for the County of Stanislaus for placement of the annual special taxes onto the tax roll and the generation of annual tax bills related thereto. The County charges \$75.00 per Agency, \$25.00 per District and \$0.20 per parcel. Each of the City's twenty Districts shares in the \$75.00 charge equally. The \$0.20 per parcels is added to the assessment amounts after they have been submitted to the County for inclusion on the Tax Roll.

- **Operating Reserve:** This item shows the amount collected for or reduced (used) from the District Operating Reserve Fund. The Operating Reserve will be considered fully funded when it reaches fifty percent (50%) of the annual direct costs. Once fully funded, estimated to be in five years, the Special Tax collections will be reduced by the annual Operating Reserve collection amount shown on the Budget page. Any additional collections for the Operating Reserve will only be to ensure the Operating Reserve remains fully funded.

- **Capital Replacement Reserve:** This item shows the amount collected for or reduced (used) from the District Capital Replacement Fund. This fund allows the District to collect funds for the major repair or replacement of improvements or facilities that cannot be collected during a single fiscal year. This includes such items such as playground equipment and other amenities in the community park, streetlight poles, sound walls, fencing, irrigation controllers and/or pumps, as well as major street repairs.

AMENDED RATE AND METHOD OF APPORTIONMENT

A Special Tax applicable to each Assessor Parcel in the CFD shall be levied and collected according to the tax liability determined by the City of Hughson or its designee, through the application of this rate and method of apportionment of Special Tax. All of the property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD, unless otherwise provided for the annexed property.

The City of Hughson (the “City”) initiated proceedings to establish the Hughson Citywide Public Safety and Maintenance Services Community Facilities District, on December 12, 2022, by Resolution No. 22-63 (herein after referred to as “the District” or “CFD”) for the purpose of funding the ongoing operation, maintenance and servicing of certain improvements, as detailed in this Rate and Method of Apportionment of Special Tax (herein after referred to as the “RMA”).

Properties within the CFD’s future annexation area shall be annexed into the CFD as new development occurs, unless exempted by law or by the provisions set forth in Section E below. The CFD’s future annexation area shall be defined as the boundaries of the City. A boundary map showing the future annexation area, as well as all Parcels initially proposed to be within the CFD, are included in Exhibit A of this RMA. In compliance with the proceedings governing the formation of the CFD and according to the provisions of the adoption of this RMA, the Special Tax is proposed to be levied on each taxable Parcel within the boundaries of the CFD, except those exempted by law or the express provisions set forth in this RMA.

A. GENERAL DEFINITIONS

The terms hereinafter set forth have the following meaning:

“Acre” or “Acreage” means the land area of an Assessor’s Parcel as shown on County records, such as an Assessor’s Parcel Map or secured roll data, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Subdivision Map, condominium plan, record of survey, or other recorded document creating or describing the Parcel. If the preceding maps for a land area are not available, the Acreage of such land area may be determined utilizing available spatial data and Geographic Information Systems (GIS). The square footage of an Assessor’s Parcel is equal to the Acreage multiplied by 43,560.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means the actual or reasonably estimated costs incurred by the Administrator acting for and on behalf of the CFD, to determine, levy and collect the Special Taxes, in responding to public inquiries regarding the Special Taxes, including general administrative costs, fees of consultants and legal counsel providing services related to the administration of the CFD; any amounts estimated or advanced by the City or CFD for any other administrative purposes; and, any other costs required to administer the CFD as determined by the Administrator.

“Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“Annual Tax Escalation Factor” means in each Fiscal Year following the Base Year, an increase in the Maximum Special Tax in effect in the prior Fiscal Year by an amount equal to the Consumer Price Index (CPI), for San Francisco-Oakland-Hayward, All Urban Consumers (CPI-U) (month of February) as published by the Department of Labor’s Bureau of Labor Statistics, plus three percent (3.0%). If the CPI listed above is no longer published, the Administrator shall select a new index that is reasonably comparable to the CPI that is no longer published for purposes of calculating the Annual Tax Escalation Factor.

“Annual Special Tax” means the total Special Tax actually levied against all Taxable Properties in the CFD for a particular fiscal year.

“Assessor’s Parcel” means a lot or parcel shown on a Stanislaus County Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the County Assessor of the County designating lots or parcels by an Assessor’s Parcel Number.

“Assessor’s Parcel Number” or “APN” means a unique number assigned to an Assessor’s Parcel by the County Assessor for purposes of identifying a property.

“Authorized Services” means those authorized maintenance activities and/or services, and expenses that may be funded by the CFD pursuant to the Act as amended, including, without limitation, those services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Base Year” means the Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

“Building Permit” means a single permit or set of permits required to construct an entire residential or non-residential structure, which is issued by the City prior to July 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Capital Replacement Reserve Fund” means a fund that shall be maintained for the CFD for each Fiscal Year to provide for the accumulation and holding of funds for long-term capital projects, asset replacement, or other large anticipated expenditures.

“CFD” means the City of Hughson Citywide Public Safety and Maintenance Services Community Facilities District.

“City” means the City of Hughson.

“City Council” means the City Council of the City of Hughson, acting as the legislative body of the CFD.

“City Manager” means the City Manager of the City of Hughson or his or her designee.

“Commercial Property” means, in any fiscal year, all Developed Property for which a building permit or use permit has been issued for a commercial (non-residential) establishment which includes, but is not limited to, retail stores, clothing stores, book stores, convenience stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronics stores, home supply stores, auto parts stores, and other retail uses. The City shall make the determination if a Parcel is Commercial Property.

“County” means the County of Stanislaus, State of California.

“County Assessor” means the Assessor of the County or his or her designee.

“County Recorder” means the Recorder of the County or his or her designee.

“Developed Property” means all Taxable Property for which a building permit was issued prior to the July 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Dwelling Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

“Exempt Property” means all Assessors’ Parcels that are exempt from the Special Tax pursuant to law or Section E herein.

“Final Subdivision Map” means a subdivision of property creating residential or non-residential buildable lots by recordation of a Final Subdivision Map or Parcel Map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to the California Civil Code 1352, that creates individual lots for which building permits may be issued without further subdivision.

“Fiscal Year” means the period starting July 1st and ending on the following June 30th.

“Industrial Property” means, in any Fiscal Year, a Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

“Land Use Class” means any of the parcel types listed in Table 1.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five (5) or more Units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Maximum Special Tax” means the Maximum Special Tax, determined in accordance with Section C herein, which may be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

“Operating Fund” means a fund that shall be maintained for the CFD each Fiscal Year to provide for the maintenance and administration of the CFD, including a reserve fund to pay for delinquencies in the payment of Special Taxes.

“Operating Fund Requirement” means, for any Fiscal Year, an amount equal to costs associated with providing the Authorized Services and managing the CFD. In no event shall the Operating Fund Requirement in any Fiscal Year exceed the Special Tax Requirement for the CFD, without crediting the property owner’s annual special tax levy in an amount equal to the funds available that are in excess of the Special Tax Requirement.

“Operating Reserve Fund” means the amount held in a fund that is used to pay for delinquencies in the payment of Special Taxes and any insufficiencies in funds to pay for the maintenance and administrative costs of the CFD for the first half of a Fiscal Year.

“Proportionately” means for Taxable Property that the ratio of the Annual Special Tax to the Maximum Special Tax is equal for all Taxable Property levied within each parcel classification as identified in Table 1 herein and within the boundaries of the CFD.

“Public Property” means any property within the boundaries of the CFD which (i) is owned by a public agency or expected to be owned by the federal government, State of California, County, City, or other public agency at the time of formation, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and acreage on a Final Subdivision Map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State of California, the County and/or the City.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two (2) or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them, and are offered as for-sale Units, including such residential structures that meet the statutory definition of a condominium contained in California Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax” means the Special Tax levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount, as determined by the Administrator for any Fiscal Year, to: (i) pay the costs of providing the Authorized Services during such fiscal year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish the Operating Reserve Fund, (iv) establish or replenish the Capital Replacement Reserve Fund, (v) pay incidental expenses related to the Authorized Services as authorized pursuant to the Act, (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year where such shortfall resulted from delinquencies in the payment of Special Taxes in such Fiscal Year that exceeded the estimated Special Tax delinquency amount included in the Special Tax Requirement for the preceding Fiscal Year, less (vii) any excess funds available in the Operating Reserve Fund, Capital Replacement Reserve Fund, or other funds associated with the CFD as determined by the Administrator.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD that are not Exempt Property.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this RMA. Additional Tax Zones may be created when property is annexed to the CFD and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. All of the property within the proposed boundaries of the CFD and at the time of formation of the CFD are in Tax Zone No. 1.

“Tax Zone No. 1” means all property located within the area identified as Tax Zone No. 1, shown in Exhibit A of this RMA, subject to the interpretation of the Administrator as described in Section B.

“Undeveloped Property” means, in any Fiscal Year, all parcels of Taxable Property in the CFD for which a building permit for new construction was not issued prior to July 1st of the preceding Fiscal Year.

“Unit” means an individual single-family detached unit, or an individual attached residential unit within a duplex, triplex, four-plex, townhome, condominium, or apartment structure.

B. ASSIGNMENT TO CATEGORIES OF SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2023/24, using the definitions above, each Assessor’s Parcel within the boundaries of the CFD shall be classified by the Administrator as Taxable Property or Exempt Property. Commencing with Fiscal Year 2023/24 and for each subsequent fiscal year, Taxable Property shall be subject to the levy of Special Taxes pursuant to Section C below. In addition, in each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the Administrator as Developed Property or Undeveloped Property.

C. MAXIMUM SPECIAL TAX RATE

The Maximum Special Tax for any Assessor’s Parcel classified as Developed Property or Undeveloped Property shall be determined by reference to the following table:

TABLE 1
Tax Zone No. 1 – Parkwood
Maximum Special Tax Rates By Land Use
Citywide Public Safety and Maintenance Services
Community Facilities District
Fiscal Year 2023/24

Taxable Property Type	Maximum Special Tax
Single-Family Attached	\$1,156.40 per parcel
Single-Family Detached	\$1,156.40 per parcel
Multi-Family Residential	\$693.84 per unit
Condominium-Townhome	\$1,156.40 per parcel/unit
Commercial	\$4,625.60 per acre
Industrial	\$2,312.80 per acre
Undeveloped	\$289.10 per acre (1 acre minimum)

Multi-Family parcels are taxed at 60% of a single-family or condominium rate.
Commercial parcels are taxed at four times the single-family rate, per acre.
Industrial parcels are taxed at two times the single-family rate, per acre.
Undeveloped parcels are taxed at 25% of a single-family rate, per acre.

Under no circumstances will the Special Tax levied against any Assessor’s Parcel be increased because of delinquency or default by the owner of any other Assessor’s Parcel within the CFD by more than ten percent (10%) above what such Special Tax would have been in the absence of delinquencies.

Escalation of the Maximum Special Tax

Each Fiscal Year following the Base Year, the Maximum Special Tax shall be increased in accordance with the Annual Tax Escalation Factor as provided in this Rate and Method of Apportionment of Special Tax.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing with Fiscal Year 2023/24, and for each subsequent Fiscal Year, the Administrator shall levy the Special Tax at the rates established in Section C on all Taxable Property within the boundaries of the CFD until the total amount of Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

1. The Special Tax shall be levied proportionately on each Assessor's Parcel of Developed Property up to one hundred percent (100%) of the applicable Maximum Special Tax.
2. If additional monies are needed to satisfy the Special Tax Requirement after Developed Property has been levied one hundred percent (100%) of their Maximum Special Tax, the remaining amount needed to satisfy the Special Tax Requirement shall be levied proportionately on each Assessor's Parcel of Undeveloped Property at up to one hundred percent (100%) of the Maximum Special Tax.

E. EXEMPTIONS

The Administrator shall classify the following as Exempt Property: Public Property and Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement.

If the use of an Assessor's Parcel changes so that such Assessor's Parcel is no longer eligible to be classified as Exempt Property under this section, such Assessor's Parcel shall be deemed to be Taxable Property.

F. PREPAYMENT OF SPECIAL TAX

The Maximum Special Tax may not be prepaid and shall continue to be levied in accordance with Section D of this Rate and Method of Apportionment of Special Tax on an annual basis on all Taxable Property in the CFD for the purpose of funding the ongoing Authorized Services.

G. TERM OF THE SPECIAL TAX

Parcels in the CFD will remain subject to the Special Tax in perpetuity, unless and until such time the City determines the revenues are no longer needed, in which case the Special Tax shall cease to be levied and the City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

H. REVIEW/APPEALS

The Administrator may establish such procedures, as it deems necessary to undertake the review of any such appeal of any property owner. The Administrator shall interpret this Rate and Method of Apportionment of Special Tax and make determinations relative to the annual administration of the Special Tax and any property owner appeals, as herein specified.

Any property owner who believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Administrator regarding such error. If following such consultation, the Administrator determines that an error has occurred, the Administrator or designee shall take any of the following actions to correct the error:

- Amend the Special Tax levy on the property owner's Assessor's Parcel(s) for the current fiscal year,
- Require the CFD to reimburse the property owner for the amount of an overpayment to the extent of available CFD funds, or,
- Grant a credit against, eliminate or reduce the future Special Taxes on the property owner's Assessor's Parcel(s) for overpayment for the current fiscal year.

If following such consultation and action (if any by the Administrator), the property owner believes such error still exists, such person may file a written notice with the City Manager appealing the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action (if any by the City Manager), the property owner believes such error still exists, such person may file a written notice with the City Council appealing the amount of the Special Tax levied on such Assessor's Parcel.

If the City Manager, City Council or designee determines an error exists, the CFD Administrator shall take any actions as described in this section, in order to correct the error. The decision of the City Council shall be final and binding to all persons.

I. INTERPRETATIONS

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

J. MANNER OF COLLECTION

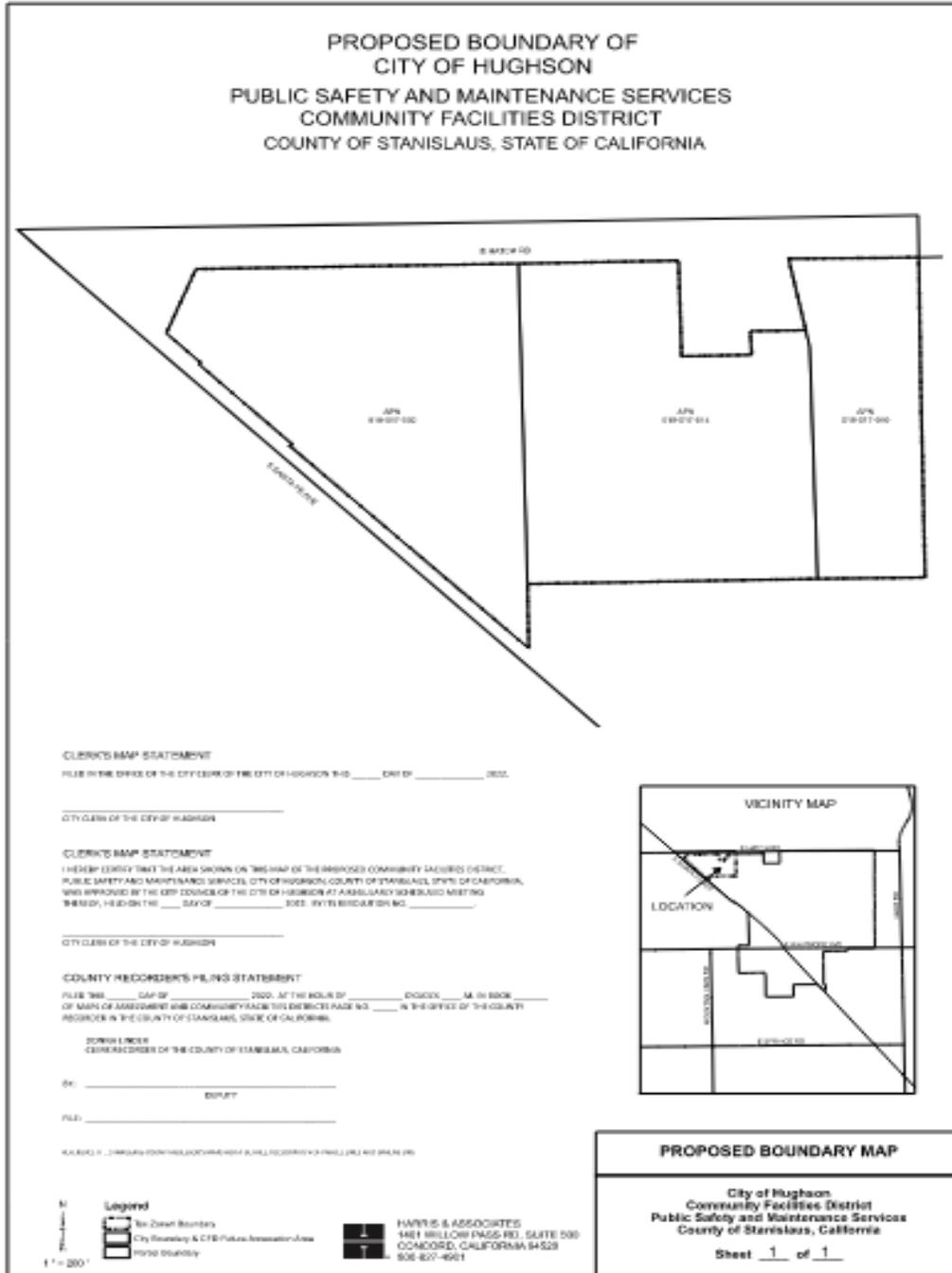
The annual Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the Administrator, may, at the sole discretion of the City, directly bill the Special Tax, and may collect the Special Taxes at a different time or in a different manner as necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the Administrator.

K. REPEAL OF SPECIAL TAX

If the levy of the Special Tax is repealed by initiative or any other action participated in by the property owners of Assessor's Parcels in the CFD, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the Authorized Services for which the Special Tax was levied. The obligation to provide the Authorized Services previously funded by the repealed Special Tax shall become the joint obligations of the property owners of Assessor's Parcels within the CFD.

APPENDIX A

A copy of the Boundary Map for the CFD is shown on the following page.



APPENDIX B

The 2023/24 Special Tax Roll for the District is shown below. At the time of the writing of this Report, the development had not been split to its individual APN's. Lot numbers are shown based on the tract map provided by the developer.

Fiscal Year 2023/24 Special Tax Roll

Lot No.	CURRENT APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	MAX. RATE PER EDU	2023/24 MAXIMUM SPECIAL TAX
1	018-017-002	KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
2	018-017-010	KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
3	018-017-014	KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
4		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
5		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
6		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
7		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
8		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
9		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
10		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
11		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
12		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
13		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
14		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
15		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
16		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
17		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
18		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
19		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
20		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
21		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
22		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
23		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
24		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
25		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
26		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
27		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
28		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
29		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
30		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
31		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
32		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
33		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
34		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
35		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
36		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
37		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
38		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
39		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
40		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
41		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
42		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
43		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
44		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
45		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
46		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
47		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
48		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
49		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
50		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
51		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
52		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
53		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
54		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
55		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
56		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
57		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
58		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
59		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
60		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
61		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
62		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
63		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
64		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
65		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
66		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
67		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
68		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
69		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
70		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
71		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
72		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
73		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
74		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
75		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
76		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
77		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
78		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
79		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
80		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
81		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
82		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
83		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
84		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
85		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
86		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
87		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
88		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
89		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
90		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
91		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
92		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
93		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
94		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
95		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
96		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
97		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
98		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
99		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
100		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
101		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
102		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
103		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
104		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
105		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
106		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
107		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
108		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
109		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
110		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
111		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
112		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
113		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
114		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
115		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
116		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
117		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
118		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
119		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
120		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
121		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
122		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
123		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
124		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
125		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
126		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
127		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
128		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
129		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
130		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
131		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
132		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
133		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
134		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
135		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
136		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
137		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
138		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
139		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
140		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
141		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
142		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
143		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
144		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
145		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
146		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
147		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
148		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
149		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
150		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
151		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
152		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
153		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
154		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
155		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
156		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
157		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
158		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
159		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
160		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
161		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
162		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
163		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
164		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
165		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
166		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
167		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
168		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
169		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
170		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
171		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
172		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
173		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
174		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
175		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
176		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
177		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
178		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
179		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
180		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
181		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
182		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
183		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
184		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
185		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
186		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
187		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
188		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
189		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
190		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
191		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
192		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
193		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
194		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
195		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
196		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
197		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
198		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
199		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
200		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
201		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
202		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
203		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
204		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
205		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
206		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
207		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
208		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
209		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
210		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
211		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
212		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
213		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
214		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
215		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
216		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
217		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
218		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
219		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
220		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
221		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
222		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
223		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
224		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
225		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
226		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
227		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
228		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
229		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
230		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
231		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
232		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
233		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
234		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
235		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
236		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
237		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
238		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
239		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
240		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
241		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
242		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
243		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
244		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
245		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
246		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
247		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
248		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
249		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
250		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
251		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
252		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
253		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
254		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
255		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
256		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
257		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
258		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
259		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
260		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
261		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
262		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
263		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
264		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
265		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
266		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
267		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
268		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
269		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
270		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
271		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
272		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
273		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
274		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
275		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
276		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
277		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
278		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
279		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
280		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
281		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
282		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
283		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
284		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
285		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
286		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
287		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
288		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
289		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	MAX. RATE PER EDU	2023/24 MAXIMUM SPECIAL TAX
290		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
291		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
292		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
293		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
294		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
295		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
296		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
297		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
298		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
299		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
A		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
B		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
C		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
D		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
E		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
F		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
G		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
H		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
I		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
		TOTALS:		299.00		299.00		\$345,763.60

APPENDIX C

The owner of the Parkwood development has signed and submitted a Petition to Form a CFD with Waivers. A copy of the signed Petition is shown on the following page.

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Cost Estimate Summary

Item	Annual Costs
Maintenance	
Landscape Maintenance	\$77,301.25
Street Lighting Maintenance	16,872.00
Street Maintenance	<u>3,560.28</u>
Total Maintenance Cost	\$97,733.53
Police Services	\$140,730.33
Fire Protection and EMS Services	\$47,412.43
Administrative Cost	\$8,578.35
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$9,773.35
Capital Replacement Reserve	<u>41,535.61</u>
Total Reserves	\$51,308.96
Total Maintenance, Service, Administrative and Reserve Costs	\$345,763.60
Total Maximum Special Tax Amount - Fiscal Year 2023/24	\$345,763.60

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Maintenance Costs

Item	Unit	Quantity	Cost/Unit	Cost/Year
Maintenance & Service Items				
Police Services	EA	299	\$470.67	\$140,730.33
Fire Protection and EMS Services	EA	299	\$158.57	\$47,412.43
Detention Basin/Park (Lot B) ¹	SF	139,499	\$0.15	\$20,924.85
Park (Lot C) ¹	SF	57,861	\$0.25	\$14,465.25
Park (Lot D) ¹	SF	15,214	\$0.25	\$3,803.50
Street Landscaping	SF	66,920	\$0.25	\$16,730.00
Utilities (landscape water)	SF	286,189	\$0.06	\$16,425.00
Storm Drain System - Catch Basins	EA	2	\$1,050.00	\$2,100.00
Street Trees	EA	462	\$5.00	\$2,310.00
Wood Fencing (6')	LF	229	\$0.25	\$57.25
Sound Wall - Painting & Graffiti Abatement	SF	3,236	\$0.15	<u>\$485.40</u>
Total Maintenance & Service Costs				\$265,444.01
Street Lighting Maintenance & Utilities				
Throughout Interior of Tract	EA	33	\$37.00	\$14,652.00
Exterior of Tract (On Santa Fe Ave.)	EA	5	\$37.00	<u>\$2,220.00</u>
Total Street Lighting Maintenance Cost				\$16,872.00
Street Maintenance				
Throughout Interior of Tract - Street Sweeping	Mile	2	\$23.00	\$1,104.00
Throughout Interior of Tract - Storm Drains (Clean-out as needed)	EA	53	\$7.50	<u>\$2,456.28</u>
Total Public Street Maintenance Cost				\$3,560.28
Total Maintenance Cost				\$285,876.29

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Administrative Costs

Item	Cost/Year
Administrative Cost	
City Personnel Costs	\$4,886.68
Annual District Administration	3,600.00
Stanislaus County Collection Charges	88.55
Rounding Adjustment	<u>3.12</u>
Total Administrative Cost	\$8,578.35

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Capital Replacement Reserve

Item	Unit	Quantity	Cost/Unit	Cycle	Cost/Year
Landscape Improvements					
Irrigation Controller	EA	1	\$4,050.00	15	\$270.00
Booster Pump	EA	1	\$5,000.00	25	\$200.00
Park Amenities					
Play Structure	EA	1	\$50,000.00	25	\$2,000.00
Wood Chip Playground Surface	SF	2,265	\$1.00	5	\$453.00
BBQ Grills/Hot Coal Bin	EA	2	\$1,168.00	10	\$233.60
Dog Waste Station	EA	3	\$678.00	10	\$203.40
Trash Receptacles	EA	3	\$750.00	10	\$225.00
Picnic Tables (1 is ADA compliant)	EA	4	\$1,000.00	25	\$160.00
Steel Benches	EA	5	\$985.00	15	\$328.33
Shade Structure	EA	1	\$15,000.00	10	\$1,500.00
Volleyball Net	EA	1	\$300.00	5	\$60.00
Basketball Goal Posts	EA	2	\$1,520.00	25	\$121.60
Miscellaneous Items ⁽¹⁾			\$1,500.00	1	\$1,500.00
Sound Wall (10')	LF	1,958	\$300.00	50	\$234.96
Sound Wall (8')	LF	268	\$270.00	50	\$28.94
Sound Wall (6')	LF	1,010	\$240.00	50	\$96.96
Wood Screen Fencing	LF	229	\$25.00	10	\$572.50
Chain Link Fencing (Black vinyl coated)	LF	1,040	\$40.00	30	\$1,386.67
4' X 16' Chain Link Gate (Black vinyl covered)	EA	1	\$1,000.00	15	\$66.67
3' X 4' Chain Link Gate (Black vinyl covered)	EA	1	\$500.00	15	<u>\$33.33</u>
Total Landscape Improvements Replacement Cost					\$9,641.63
Street Lighting Improvements					
Exterior Street Light Pole	EA	5	\$5,000.00	15	\$333.33
Exterior Street Light LED Power Module	EA	5	\$150.00	5	\$150.00
Exterior Street Light LED Optical Module	EA	5	\$750.00	20	\$187.50
Interior Street Light Pole	EA	33	\$3,500.00	25	\$140.00
Interior Street Light LED Power Module	EA	33	\$150.00	5	\$990.00
Interior Street Light LED Optical Module	EA	33	\$750.00	20	<u>\$1,237.50</u>
Total Street Lighting Improvements Replacement Cost					\$3,038.33
Public Street and Sidewalk Improvements					
Streets - Slurry Seal/Chip Seal/Crack Repair	SY	32,759	\$5.70	15	\$12,448.42
Streets - Overlay	SY	32,759	\$25.00	50	\$16,379.50
Sidewalks - Repair/Replace as needed	SF	6,852	\$7.00	50	\$19.19
ADA Sidewalk Ramp - Repair/Replace	SF	61	\$7.00	50	<u>\$8.54</u>
Total Street and Sidewalk Improvements Replacement Cost					\$28,855.65
Total Annual Replacement Cost					\$41,535.61

City of Hughson
Tax Zone 1 - Parkwood

Fiscal Year 2023/24 Reserve Fund Information

Operating Reserve Fund	
Estimated Operating Reserve Fund Beginning Balance - 7/1/2023	\$0.00
Operating Reserve Fund Collections/Reductions - Fiscal Year 2023/24	<u>\$9,773.35</u>
Estimated Operating Reserve Fund Ending Balance - 6/30/2024	\$9,773.35
Estimated Capital Reserve Fund Beginning Balance - 7/1/2023	\$0.00
Capital Reserve Fund Collections/Reductions - Fiscal Year 2023/24	<u>\$41,535.61</u>
Estimated Capital Reserve Fund Ending Balance - 6/30/2024	\$41,535.61
Total Reserve Balance	\$51,308.96

City of Hughson
Tax Zone 1 - Parkwood
Special Tax Summary

Fiscal Year 2023/24 Special Tax Rates Per EDU		
Maximum Special Tax Amount	Tax Zone 1 EDU's	Rate Per EDU
\$345,763.60	299.00	\$1,156.40

**City of Hughson
Tax Zone 1 - Parkwood**

Fiscal Year 2023/24 Special Tax Roll

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
1	018-017-002	KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
2	018-017-010	KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
3	018-017-014	KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
4		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
5		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
6		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
7		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
8		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
9		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
10		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
11		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
12		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
13		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
14		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
15		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
16		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
17		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
18		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
19		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
20		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
21		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
22		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
23		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
24		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
25		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
26		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
27		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
28		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
29		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
30		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
31		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
32		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
33		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
34		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
35		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
36		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
37		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
38		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
39		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
40		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
41		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
42		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
43		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
44		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
45		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
46		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
47		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
48		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
49		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
50		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
51		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
52		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
53		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
54		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
55		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
56		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
57		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
58		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
59		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
60		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
61		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
62		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
63		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
64		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
65		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
66		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
67		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
68		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
69		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
70		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
71		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
72		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
73		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
74		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
75		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
76		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
77		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
78		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
79		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
80		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
81		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
82		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
83		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
84		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
85		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
86		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
87		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
88		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
89		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
90		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
91		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
92		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
93		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
94		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
95		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
96		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
97		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
98		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
99		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
100		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
101		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
102		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
103		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
104		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
105		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
106		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
107		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
108		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
109		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
110		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
111		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
112		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
113		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
114		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
115		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
116		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
117		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
118		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
119		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
120		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
121		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
122		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
123		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
124		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
125		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
126		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
127		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
128		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
129		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
130		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
131		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
132		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
133		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
134		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
135		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
136		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
137		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
138		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
139		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
140		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
141		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
142		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
143		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
144		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
145		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
146		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
147		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
148		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
149		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
150		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
151		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
152		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
153		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
154		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
155		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
156		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
157		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
158		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
159		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
160		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
161		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
162		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
163		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
164		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
165		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
166		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
167		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
168		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
169		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
170		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
171		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
172		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
173		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
174		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
175		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
176		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
177		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
178		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
179		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
180		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
181		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
182		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
183		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
184		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
185		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
186		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
187		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
188		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
189		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
190		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
191		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
192		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
193		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
194		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
195		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
196		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
197		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
198		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
199		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
200		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
201		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
202		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
203		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
204		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
205		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
206		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
207		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
208		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
209		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
210		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
211		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
212		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
213		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
214		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
215		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
216		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
217		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
218		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
219		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
220		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
221		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
222		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
223		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
224		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
225		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
226		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
227		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
228		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
229		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
230		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
231		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
232		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
233		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
234		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
235		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
236		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
237		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
238		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
239		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
240		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
241		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
242		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
243		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
244		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
245		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
246		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
247		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
248		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
249		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
250		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
251		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
252		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
253		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
254		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
255		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
256		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
257		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
258		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40

Lot No.	CURRENT APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
			TYPE	UNITS			RATE PER EDU	MAXIMUM SPECIAL TAX
259		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
260		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
261		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
262		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
263		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
264		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
265		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
266		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
267		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
268		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
269		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
270		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
271		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
272		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
273		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
274		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
275		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
276		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
277		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
278		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
279		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
280		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
281		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
282		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
283		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
284		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
285		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
286		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
287		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
288		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
289		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
290		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
291		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
292		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
293		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
294		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
295		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
296		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
297		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
298		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
299		KB Home, North Bay	SFV	1.00	1.00	1.00	\$1,156.40	\$1,156.40
A		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
B		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
C		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00

Lot No.	CURRENT APN	OWNER	PARCEL TYPE	EDU UNITS	EDU FACTOR	TOTAL EDU'S	MAX.	2023/24
							RATE PER EDU	MAXIMUM SPECIAL TAX
D		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
E		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
F		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
G		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
H		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
I		KB Home, North Bay	EXE	0.00	0.00	0.00	\$1,156.40	\$0.00
		TOTALS:		299.00		299.00		\$345,763.60



CITY COUNCIL AGENDA ITEM NO. 7.2

SECTION 7: NEW BUSINESS

Meeting Date: October 9, 2023
Subject: Appointment of a Mayor Pro Tem of the Hughson City Council
Presented By: George Carr, Mayor

Approved: 

City Manager

Staff Recommendation:

Conduct nominations and appoint a Mayor Pro Tem of the Hughson City Council.

Discussion:

The mayor shall nominate one member. The council members shall then each be offered the opportunity to make one nomination.

The City Clerk will then hold a roll call vote on each of the nominated members. The member with the highest number of votes in support of becoming mayor pro tem will be announced as mayor pro tem. That member will then be seated to the left of Mayor Carr.

Fiscal Impact:

There is no fiscal impact associated with this item.