

Agenda Item 1



Balancing Community and Commerce

44 N. SAN JOAQUIN STREET SUITE 374 STOCKTON, CA 95202 209-468-3198

SUMMARY MINUTES September 14, 2023

BOARD OF SUPERVISORS CHAMBERS
44. NORTH SAN JOAQUIN STREET, 6TH FLOOR
STOCKTON, CALIFORNIA

Chairman Patti called the meeting to order at 9:01 a.m.

MEMBERS PRESENT:	Commissioners Breitenbucher, Diallo, Johnson, Villapudua, and Chairman Patti
MEMBERS ABSENT:	None
ALTERNATE MEMBERS PRESENT:	Commissioner Barton, Dhatt
ALTERNATE MEMBERS ABSENT:	Commissioner Ding
OTHERS PRESENT:	J.D. Hightower, Executive Officer, Nubia Goldstein, Legal Counsel; Paula de Souza; Legal Counsel; Mitzi Stites, Commission Clerk / Analyst; and Claudia Iboa, Administrative Assistant

9:04 a.m. Commissioner Ding arrived.

CONSENT ITEMS

The Chairman introduced Agenda Item No. 1, Summary of Minutes.

Chairman Patti opened the floor to Commissioner Comments.

No Comments were made.

Chairman Patti opened the floor to Public Comments.

No Comments were made.

Chairman Patti closed the floor to Public Comments.

A motion was made by Commissioner Villapudua and seconded by Commissioner Johnson.

Chairman Patti asked for a Roll Call Vote:

Ayes: Commissioners Barton, Breitenbucher, Dhatt, Diallo, Johnson, Villapudua and Chairman Patti

Noes: None

The Chairman introduced Agenda Item No. 2, Out-of-agency services request to the City of Stockton is to provide out-agency sewer service outside the city boundary under Government Code §56133 to 1939 S. Sinclair Avenue, 2312 McComb Avenue, 630 S. Wilkie Avenue, 3417 S. Odell Avenue, 3450 Higgins Avenue and 100 E. Transportation Court in Stockton.

Chairman Patti opened the floor to Commissioner Comments.

No Comments were made.

Chairman Patti opened the floor to Public Comments

No comments were made.

Chairman Patti closed the floor to Public Comments.

A motion was made by Commissioner Johnson and seconded by Commissioner Villapudua

Chairman Patti asked for a Roll Call Vote:

Ayes: Commissioners Barton, Breitenbucher, Diallo, Johnson, Villapudua and Chairman Patti

Noes: None

PUBLIC HEARING ITEMS

4. INCORPORATION OF MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT (L AFC 16-21)
(Action by Regular Members)
Request from Mountain House Community Service District for a Reorganization to include Incorporation of the Proposed City of Mountain House.

Mr. J.D. Hightower, Executive Officer, presented a PowerPoint presentation, which provides an overview of the proposed reorganization including the incorporation of Mountain House as the 8th city in San Joaquin County.

The proposal has been initiated by resolution of application by the Mountain House Community Services District on January 13, 2021, as amended by a revised resolution on May 11, 2022.

The proposed Project area is located along the Alameda County-San Joaquin County border, near the foothills of the Diablo range and north of Interstate 205 (I-205) in the southwestern portion of San Joaquin County, California. The City of Tracy located to the southeast, across I-205, and the City of Livermore is located approximately eight miles to the southwest.

The adoption of Resolution R-2021-01 and R-2022-16 by the MHCS D requesting LAFCo to initiate proceedings for the incorporation of Mountain House was not a new idea but rather a step consistent with the Mountain House Master Plan. The concept of incorporation of Mountain House was envisioned as part of the "new town" concept of the San Joaquin County 2010 General Plan that was adopted by the Board of Supervisors on February 25, 1993. That General Plan benefited by a Final Environmental Impact Report (FEIR) certified in 1992, and a Supplemental Environmental Impact Report (SEIR) in early 1993.

The Mountain House Master Plan was adopted in November 10, 1994. The Master Plan has acted an over-arching policy document for the development of the MHCS D. As a result of adhering to Master Plan policies and plans, deliberate steps towards incorporation have been taken for nearly 30 years. Following the provisions of the Master Plan, the County and MHCS D have achieved a high quality-built environment.

The Master Plan objectives, policies, implementation measures and standards have been refined and implemented with three (3) specific plans over the years.

The Cortese-Knox-Hertzburg Act (CKH), Section 56720 directs that the Commission shall not approve or conditionally approve any proposal that includes an incorporation, unless it finds, based on the entire record, that:

- (a) The proposed incorporation is consistent with the intent of this division, including, but not limited to, the policies of Sections 56001, 56300, 56301, and 56377.
- (b) It has reviewed the spheres of influence of the affected local agencies and the incorporation is consistent with those spheres of influence.
- (c) It has reviewed the comprehensive fiscal analysis prepared pursuant to Section 56800 and the Controller's report prepared pursuant to Section 56801.
- (d) It has reviewed the executive officer's report and recommendation prepared pursuant to Section 56665, and the testimony presented at its public hearing.
- (e) The proposed city is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following incorporation.

J.D. Hightower, Executive Officer, went through each finding required by (CKH) and explained those findings for the Mountain House reorganization.

The consideration of this reorganization including the incorporation of the City of Mountain House incorporation has been well planned since the inception in the 2010 County General Plan, over 30 years ago. The MHCS D has planned, constructed and maintained urban services since before the issuance of the first building permit in the boundary area. Today MHCS D provides services for an estimated 27,032 residents. The incorporation of the City of Mountain House will enable residents to determine the environmental and economic values of their elected and appointed officials facilitating local control of government. The CFA found that incorporation is fiscally sound, ensuring that the City can provide services for existing and future generations of Mountain House residents.

In part because of well planned and executed Mountain House Master Plan, by initially the Board of Supervisors and since 2008 by a directly elected MHCS D Board, all necessary findings for the reorganization can be made.

Chairman Patti opened the floor to Commissioner Comments.

No Comments were made.

Commissioner Patti opened the floor to Public Comments

Chairman Patti opened the floor to public and Commissioner Comments

No Comments were made.

Chairman Patti opened the floor to Public Comments.

J.D. Hightower, Executive Officer, introduced Steven Pinkerton, General Manager, Mountain House Community Services District, who was on the phone. Mr. Pinkerton stated that there were three board members. President Bernice King Tingle, Harry Dhillon, Manuel Moreno and their staff in attendance at the meeting.

Bernice King Tingle, President of Mountain House Community Services District, stated she had a document that contained comments that she would like to submit for the record. She informed the Commission that the some of the community concerns were affordable housing, the monitor of CC&R's , Freeway traffic and Special Taxes.

Manuel Moreno Board Director of Mountain House Community Services District thanked the Mountain House Community Services District and LAFCo Staff for all their hard work.

Harry Dhillon Board Director of Mountain House Community Services District thanked everyone involved.

Chairman Patti asked if there were any Public Comments to be read into the record.

Mitzi Stites, Commission Clerk / Analyst, read a comment that was received from Celeste Farron. Ms. Farron stated that as a 19-year resident of Mountain House, a former Board Member, and former Board President of the Mountain House Community Services District. She doesn't agree that Mountain House CSD is ready to incorporate.

Chairman Patti closed Public Comments and opened the floor to Commissioner Comments.

Commissioner Johnson stated incorporation has been planned since 1996 and all pertinent information is well documented and complies with the Cortese-Knox-Hertzberg Act. That compliance is the role of LAFCo and incorporation is the next step for Mountain House residents.

Commissioner Barton inquired what if any impact on the growth in Mountain House for housing and population for unincorporated verses incorporation. Would there be any difference in the next 20 years with accelerated growth or is there no difference.

Mr. J.D. Hightower, Executive Officer, stated that the MHCSO has the same sphere influence as the proposed City. Mountain House is looking at a population growth of about 40,000 and that would take years. Right now, it is about 27,000 people. The growth can be accommodated within their SOI and won't change until the city adopts a general plan that proposes expansion of the SOI. The first General Plan should be completed three years after the incorporation.

Commissioner Barton inquired if there would there be a growth cap for the City of Mountain House.

Mr. J.D. Hightower, Executive Officer, stated that there is not one proposed by the reorganization.

Commissioner Barton stated a concern regarding regional traffic and potentially adding more traffic on I-205 that already has a chronic traffic problem. Adding more residents it's not going to make the situation better. Are there any plans to mitigate that.

Mr. J.D. Hightower, Executive Officer, based on input received from Mountain House residents and their stated traffic concerns residents are looking forward to a regional solution and having a seat with San Joaquin Council of Governments to discuss improvements.

Commissioner Breitenbucher stated that his experience with Mountain House is through coaching. They are really involved in their community. This project was put together by MHCSD staff. This is great for San Joaquin County and Mountain House residents.

Commissioner Villapudua explained how he's grateful for the staff hard work and is looking forward to seeing Mountain House become a city.

The resolution that was placed on the Dias was revised slightly for clarification purposes. Paula de Souza, Partner, BB&K, went through the changes.

Chairman Patti thanked everyone who was involved in the Mountain House Incorporation.

Chairman Patti asked if there was a motion and a second for approval of Resolution 23-1526, a Resolution of the San Joaquin Local Agency Formation Commission Resolution Making Determinations, Approving and Ordering a Reorganization to Include Incorporation of the Proposed City of Mountain House Within the Area Identified as the SJLAFCo Alternative Boundary and Establishing its Sphere of Influence; Detachment of Specified territory From the Tracy Rural Fire Protection District; The Divestiture of Certain Mountain House Community Services District (MHCSD) Powers; Annexation to MHCSD to Include Additional Territory To Correspond With The LAFCo Alternative Boundary; The Establishment of MHCSD As A Subsidiary District of the City of Mountain House, and Adopting a Negative Declaration Related Thereto

Commissioner Johnson stated I like to approve the revised resolution 23-1526 and seconded by Commissioner Diallo

Chairman Patti asked for a Roll Call Vote:

Ayes: Commissioner Breitenbucher, Diallo, Johnson, Villapudua and Chairman Patti

Noes: None

9:53 a.m. Commissioner Villapudua Stepped out of the Meeting.

4. Dissolution of Inactive Special District California Irrigation District
(Action by Regular Members)

J.D. Hightower, Executive Officer, presented it's the dissolution for California Irrigation District formed in effort to provide to electrical service to Lathrop Industrial Park. LAFCo received a letter from their attorney indicating no services were being provided. The Districts had no assets since 2017. Before the staff recommended dissolution a survey was to all the property owners within that district. None of the property owners returning surveys were receiving service from the California Irrigation Service. CID needs to be dissolved as it is no longer active.

Chairman Patti opened the floor to Commissioner Comments.
No Comments were made.

Chairman Patti closed Commissioner Comments and opened the floor to Public Comments

A motion was made by Commissioner Breitenbucher and seconded by Commissioner Diallo to approve resolution 23-1523 Approving the Dissolution of the California Irrigation District

Chairman Patti asked for a Roll Call Vote:

Ayes: Commissioners Breitenbucher, Diallo, Johnson, and Chairman Patti

Noes: None

Absent: Villapudua

PUBLIC COMMENTS

5. No Comments were made.

EXECUTIVE OFFICER COMMENTS

6. Comments from the Executive Officer

Mr. J.D. Hightower, Executive Officer, stated the CAL-LAFCO conference October 18, 2023. The cancelation date to cancel the conference is September 21, 2023. Please let the office know before then if you need to cancel.

COMMISSIONER COMMENTS

7. No Comments were made.

9: 57 a.m. Commissioner Villapudua returned to Chambers.

CLOSED SESSION

8. Open Session Disclosure Regarding Closed Session Items pursuant to Government Code Section 54957.7

9. Closed Session
Conference with Labor Negotiator Pursuant to Government Code Section 54957.6
Agency Designated Representative: Tom Patti / Doug White
Unrepresented Employee: Executive Officer J.D. Hightower

10. Conference with Legal Counsel-Existing Litigation pursuant to Government Code Section 54956.9(a)
Name of Case: Tracy Rural County Fire Protection District with the City of Tracy as named Real Party of Interest v. San Joaquin LAFCo (San Joaquin County Superior Court Case No. 2019-9687)

Chairman Patti stated Commission will have a closed session and asked if we have a report from closed session.

Nubia Goldstein, Partner, White Brenner, Legal Counsel, stated it depends on what the Commission determines in Closed Session.

Commission went into Closed Session at 9:57 a.m.

11. Open Session Report on Closed Sessions pursuant to Government Code Section 54957.1

Chairman Patti called the meeting back in session at 10:12 a.m.

Chairman Patti inquired if there were any announcements for the record.

Nubia Goldstein, Partner, White Brenner, stated that there is no reportable action on Items 9 and 10.

Chairman Patti thanked the Commission.

The meeting adjourned at 10:13 a.m.

Agenda Item 2



Balancing Community and Commerce

44 N. SAN JOAQUIN STREET SUITE 374 STOCKTON, CA 95202 209-468-3198

EXECUTIVE OFFICER'S REPORT

DATE: October 12, 2023

TO: LAFCo Commissioners

FROM: Douglas White, Interim General Counsel

SUBJECT: **Amendment to Executive Officer Employee Contract**

RECOMMENDATION

It is recommended that the Commission adopt Resolution No. 23-1528 approving the First Amendment to the Employment Contract by and between the San Joaquin County Local Agency Formation Commission and Jeffrey Hightower for Executive Officer and authorize Commission Chair Tom Patti to execute these documents.

BACKGROUND

Jeffrey Hightower has served as LAFCO Executive Officer since September 16, 2022, pursuant to an employment contract effective on that date ("Contract"). In negotiating that contract, LAFCO and Mr. Hightower agreed that as part of Mr. Hightower's total compensation, he would receive group health insurance benefits, including a Cafeteria Plan allowance, as provided by the "Executive Bargaining Unit Memorandum of Understanding, as amended" (currently San Joaquin County Resolution R-23-93 implementing terms and conditions of employment for the Executive Representation Group, passed and adopted June 6, 2023 (the "Resolution"). As agreed by LAFCO, pursuant to section 2.1 of the Resolution, Mr. Hightower was to receive a bi-weekly Cafeteria Plan allowance in the amount of \$923.96.

On August 25, Mr. Hightower received a memorandum from the County Human Resources Director stating that, "the effective date for rolling the cafeteria allowance into the base wage salary and County benefits structure for the...Executive (A)" was to start on August 28, 2023 with coverage benefits starting September 11, 2023. He was formerly covered by his spouse's insurance and was covered only until September 1,

2023. To be covered for the 11 days, Mr. Hightower elected to have insurance coverage starting September 28 under the cafeteria plan arrangement.

Because of the unique timing issues associated with Mr. Hightower's health insurance coverage, he now desires to have the cafeteria plan payment rolled into his base salary the same as the other members subject to the Executive MOU. Through this process he discovered that his Contract does not accurately reflect the parties' agreement related the Cafeteria Plan allowance, although he has received the agreed upon amount at all times since he became employed. The memorandum from County Human Resources does align with his original understanding of the cafeteria plan.

Mr. Hightower has recently elected to enroll in Employer provided health benefits, as such, he is currently paying 100% of his health insurance coverage. In order to comply with LAFCO's agreement regarding Mr. Hightower's total compensation, the Commission and Mr. Hightower desire to amend the Contract in the form of a First Amendment which will delete the provision related to the Cafeteria Plan allowance and, in its stead, provide to roll this amount, \$923.96, into his base salary bi-weekly as stated in the memo from Human Resources.

All other terms and conditions contained in the Contract dated September 16, 2022, would remain in full force and effect.

PROCEDURE

Government Code subsections 54956 (b) and 54957.6 (a) require that final Commission action on executive compensation take place during the public portion of a regular meeting. The attached resolution provides for approval of the First Amendment to Mr. Hightower's employment contract as presented by the Commission's labor representative and accepted by Mr. Hightower.

- | | |
|-----------|---|
| Exhibit A | Letter from Jennifer Goodman, Director of Human Resources,
Dated August 25, 2023 |
| Exhibit B | Employee Contract |
| Exhibit C | Resolution 23-1529 |



Human Resources Division

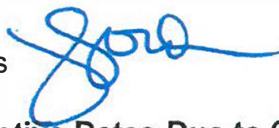
Jennifer Goodman, Director

Rachel Novetzke, Assistant Director

August 25, 2023

Memorandum

TO: Employees in Elected Officials (O), Executive (A) and Senior Management (B) Unrepresented Units

FROM: Jennifer Goodman, Director of Human Resources 

RE: **Clarification on Special Open Enrollment Effective Dates Due to County Contribution Change**

This communication is being sent to provide clarification on the effective date for rolling the cafeteria allowance into the base wage salary and County benefits structure for the Elected Officials (O), Executive (A), and Senior Management (B) Unrepresented Units.

The Special Open Enrollment was held **August 7, 2023 -August 18, 202**. During this period, employees in these units had the opportunity to change benefits options, if desired, with the cafeteria allowance rolling into their base wage salary.

The table below summarizes the effective dates of all upcoming actions following the Special Open Enrollment:

Action	Effective Date
Cafeteria Allowance Rolls into Base Wage Salary	8/28/2023
Special Open Enrollment Benefits Coverage Begins	9/11/2023
Payroll Check Reflecting Changes/Deductions	9/15/2023

If you have any questions and/or concerns regarding this communication, please contact Christine Vega, Personnel Analyst III - Benefits, 209-953-7429 or cvega@sjgov.org.

JG:cv

cc: Employee Benefits Units
Lori Roller, Chief Deputy Auditor-Controller -Payroll

**FIRST AMENDMENT TO THE EMPLOYMENT CONTRACT BY AND BETWEEN
THE SAN JOAQUIN LOCAL AGENCY FORMATION COMMISSION AND JEFFREY
HIGHTOWER FOR THE POSITION OF EXECUTIVE OFFICER**

This First Amended Employment Contract ("First Amendment") is made and entered into by and between the San Joaquin Local Agency Formation Commission ("Employer"), and Jeffery Hightower, an individual ("Employee"). Employer and Employee may be referred to hereinafter as a "Party" or collectively as the "Parties." There are no other parties to this First Amendment.

RECITALS

A. The Parties entered into an Employment Contract for the position of Executive Officer effective September 16, 2022 ("Contract"), which was intended to set forth the terms and conditions of Employee's employment as negotiated and agreed upon by the Parties.

B. Section 8 of the Contract provides that Employee shall be entitled to group health insurance and other fringe benefits as provided to the executive employee of San Joaquin County ("County") through the Executive Bargaining Unit Memorandum of Understanding ("Executive MOU"), as amended. On June 6, 2023, the County Board of Supervisors adopted a resolution setting forth the terms and conditions of employment for the County executive employees designated San Joaquin County Resolution R-23-93, Implementing Certain Terms and Conditions of Employment For Members of the Executive Representation Unit ("Resolution R-23-93").

C. As agreed by Employer, pursuant to section 2.1 of the Resolution, Employee was to receive a bi-weekly Cafeteria Plan allowance in the amount of Nine Hundred Twenty-Three and 96/100 Dollars (\$923.96.)

D. On or about August 25, 2023, Employee received a memorandum from the San Joaquin County Director of Human Resources, stating that County executive employees have the option to roll their Cafeteria Plan Allowance into their base salary and enroll in or change benefits during a special enrollment period.

E. The Parties have recently discovered that Section 8 of the Contact related to fringe benefits and perquisites to which Employee is entitled does not reflect the Parties' intent in that it inaccurately sets forth the amount of Cafeteria Plan Allowance to which the Parties agreed as part of Employee's total compensation.

F. Notwithstanding the erroneous language in the Contract, Employee has received the agreed upon Cafeteria Plan Allowance in the amount of Nine Hundred Twenty-Three and 96/100 Dollars (\$923.96) per bi-weekly pay period during the term of his employment.

G. Employee has elected to enroll in Employer provided health benefits and roll the Cafeteria Plan Allowance he has been receiving into his base salary thus, the Parties have agreed to amend the Contract to maintain Employee's agreed upon total compensation and eligibility for benefits as on the same terms and conditions as those provided to County executive employees.

H. The Parties now desire to amend the terms and conditions of the Contract in accord with the San Joaquin Local Agency Formation Commission's authorization as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this First Amendment. In the event of any inconsistencies between the recitals and section 1 through 12 of this First Amendment, sections 1 through 12 will prevail.

Section 2. Effect of Original Contract. Except as otherwise provided herein, all provisions, defined terms, and obligations in the original Contract remain in full force and effect. The Parties agree that they will continue to be bound by all terms of the Contract except as modified by this First Amendment. All capitalized terms used in this First Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Contract.

Section 3. Definition of Contract The Contract, attached hereto as **Exhibit A**, and this First Amendment, collectively make and are defined together to be the "Contract".

Section 4. Effective Date. This First Amendment shall be effective as of the date it is executed by both Parties ("Effective Date").

Section 5. Amendments. The Contract is amended as follows:

Section 4. SALARY is hereby amended to read as follows:

Employer agrees to pay Employee for his duties as Executive Officer a base annual salary of One Hundred Fifty-Nine Thousand Seven Hundred Seventy-Three and 96/100 Dollars (\$159,773.96) payable biweekly or according to the payroll cycle of other employees of the Employer, subject to normal withholdings.

Section 8. FRINGE BENEFITS AND PERQUISITES is hereby amended to read as follows:

*A. Employee shall be entitled to those group health insurance benefits, short-term and long-term disability benefits, life insurance benefits, and other fringe benefits and perquisites provided to the executive bargaining unit employees of San Joaquin County consistent with the policies and practices of San Joaquin County and benefit plan requirements (including eligibility provisions), as set forth in Resolution R-23-93, as may be amended or replaced from time to time. A true and exact copy of Resolution R-23-93 effective as of the Effective Date of this Contract is attached hereto and incorporated herein by this reference as **Exhibit B** Notwithstanding the foregoing, Employer shall provide Employee with the following fringe benefits and perquisite:*

- (1) *Employee has the option of participating in a 457 Deferred Compensation Plan. Employer shall contribute 5% of Employee's annual base salary, or other amount as may be provided by Employer's policy for executive management, to Employee's 457 Deferred Compensation Plan account. Such contributions by Employer shall be made in biweekly installments or according to Employer's payroll cycle.*
- (2) *Employee has the option of enrolling in County medical plans with coverage and premium contributions on the same terms and conditions as is provided to County executive employees under section 2 of Resolution R-23-93, as may be amended or replaced from time to time. As of the effective date of this First Amendment, Employer shall contribute eighty percent (80%) of the premiums for the standard PPO or HMO at all tier levels and Employee shall contribute the remaining twenty (20%).*
- (3) *Employer shall pay the premium on a County Life Insurance policy with a benefit of \$10,000.*
- (4) *Employer shall pay an automobile allowance of Five Hundred Eighty-Five Dollars (\$585.00) per month, payable biweekly or according to Employer's payroll cycle, subject to normal and usual withholdings.*
- (5) *Employee shall be entitled to eighty (80) hours (non-cumulative) of Administrative Leave per year.*

B. This Contract shall control to the extent of any inconsistency between a benefit, perquisite, or other term provided by this Contract and the policies and practices generally applicable to Employer's employees. This Contract shall also control to the extent of any inconsistency between any benefit, perquisite, or other term provided by this Contract and the Executive MOU, as amended.

Section 6. Integrated Agreement. The Contract and this First Amendment contain all of the agreements of the Parties, and all previous understandings, negotiations, and agreements are integrated into the Contract and the First Amendment.

Section 7. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this First Amendment are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this First Amendment, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 8. Counterparts. This First Amendment may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 9. Authority. All Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this First Amendment have been fully complied with.

Section 10. Document Preparation. This First Amendment will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

Section 11. Advice of Legal Counsel. Each Party acknowledges that they have reviewed and understand the provisions of this First Amendment and have had the opportunity to seek the advice of legal counsel, if desired, and is freely and voluntarily entering into this First Amendment.

Section 12. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this First Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[Signature Page To Follow]

IN WITNESS WHEREOF, this First Amendment has been entered into by and between Employer and Employee as of the Effective Date.

EMPLOYEE:

Jeffrey Hightower, an individual

Jeffrey Hightower

Date Signed: _____

EMPLOYER:

San Joaquin Local Agency Formation Commission

By: _____

Date Signed: _____

Attest:

By: _____
Mitzi Stites, Commission Clerk

Date Signed: _____

Approved as to Form:

By: _____
Douglas L. White, Interim Legal Counsel

Dated: _____

RESOLUTION NO. 23-1528

A RESOLUTION OF THE SAN JOAQUIN LOCAL AGENCY FORMATION COMMISSION APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT CONTRACT BY AND BETWEEN THE SAN JOAQUIN LOCAL AGENCY FORMATION COMMISSION AND JEFFREY HIGHTOWER FOR THE POSITION OF EXECUTIVE OFFICER

WHEREAS, Jeffery Hightower (“Hightower”) has served in the position of Executive Officer of the San Joaquin Local Agency Formation Commission (“Commission” or “LAFCO”) since September 26, 2022, pursuant to an Employment Contract executed on that date (“Contract”); and

WHEREAS, Hightower and the Commission recently discovered that Section 8 of the Contract related to fringe benefits and perquisites to which Hightower is entitled does not reflect Hightower’s and LAFCO’s agreement on Hightower’s total compensation as it inaccurately sets forth the terms related to the Cafeteria Plan Allowance; and

WHEREAS, Notwithstanding the erroneous language in the Contract, Hightower has acknowledged he has received the agreed upon Cafeteria Plan Allowance at all times since he became employed, and

WHEREAS, Hightower is no longer eligible to receive the Cafeteria Plan allowance due to enrollment in LAFCO provided employee health plans; and

WHEREAS, in order to maintain Hightower’s total compensation as agreed to at the time of his hire, the Commission and Hightower desire to amend Hightower’s Contract to increase his base salary in an amount equal to the Cafeteria Allowance he will no longer receive and

WHEREAS, the Commission and Hightower have agreed to the compensation, terms and conditions in the attached First Amendment to the Employment Contract by and between The San Joaquin Local Agency Formation Commission and Jeffrey Hightower for the Position of Executive Officer.

NOW, THEREFORE, the San Joaquin Local Agency Formation Commission DOES HEREBY RESOLVE, DETERMINE, AND ORDER that the First Amendment to the Employment Contract by and between The San Joaquin Local Agency Formation Commission and Jeffrey Hightower for the Position of Executive Officer attached to this Resolution as Exhibit “A” and incorporated by reference herein is hereby approved.

PASSED AND ADOPTED this 10th day of October 2023 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TOM PATTI, CHAIRPERSON
SAN JOAQUIN LOCAL AGENCY
FORMATION COMMISSION

ATTEST:

MITZI STITES, COMMISSION CLERK
SAN JOAQUIN LOCAL AGENCY
FORMATION COMMISSION

Agenda Item 3



Balancing Community and Commerce

44 N. SAN JOAQUIN STREET SUITE 374 STOCKTON, CA 95202 209-468-3198

EXECUTIVE OFFICER'S REPORT

DATE: October 12, 2023
TO: LAFCo Commissioners
FROM: J.D. Hightower, Executive Officer
SUBJECT: **Time Extension for Pereira Reorganization to the City of Ripon (LAFC 11-20)**

Recommendation

It is recommended that an extension until December 12, 2024 be granted to the Pereira Reorganization to the City of Ripon (Ripon) for the completion of the Condition of Approval.

Background

On October 8, 2020, July 8, 2021, the Commission approved the annexation of the Pereira Reorganization to Ripon for the development of 47 single-family residential units. This original approval was subsequently extended on July 8, 2021 and October 8, 2022. Both extensions were one (1) year extensions. Staff's recommendation is to grant a time extension that coincides with the project's Development Agreement (DA) performance clause date of 12/31//2024.

Previously, the Commission granted one year time extensions to allow the developer, Highland Partners Group, Inc. (HPG), to secure needed off-site right-of-way from neighboring property owners. On July 21, 2023, HPG requested another extension. After discussions with both Ripon and HPG, it is staff's opinion that HPG have made a good faith effort at securing the needed right-of-way. No new policies applicable to the annexation have been adopted by the Commission since approving the project in 2020, allowing the request to be consistent with Commission policies.

The annexation area consists of two assessor parcels and portions of two adjacent parcels. The portions of the adjacent parcels are necessary for the full roadway width of John Roos Avenue and Shasta Avenue. (please see Exhibit A-Tentative Subdivision Map). Consistent with CKH Section 56668(f), the recordation of a

Certificate of Completion for the annexation is conditioned upon HPG completing a lot line adjustment for the street right-of-ways.

CKH Section 56668(f) directs that only full assessment parcels are annexed, thus the need for the lot line adjustments prior to filing the Certificate of Completion that finalizes the annexation. The approval requires the project applicant to execute agreements with the adjacent property owners for dedication of their land to complete the lot line adjustment so that full assessment parcels are remaining. The landowners of these two adjacent properties have agreed in principle to dedicate a portion of their land for the road extension. HPG experienced delays in finalizing the details for the lot line adjustments.

The time extension will allow, consistent with CKH Section 56668(d), the 47 lot subdivision to provide a planned, orderly, efficient addition to Ripon. Pursuant to CKH Section 56668(h) the time extension will facilitate development according to Ripon's General Plan. The project benefits by having a duly executed Development Agreement (DA) between Ripon and HPG. The DA has a performance clause date of December 31, 2024. Unless development starts by December 31, 2024 (moving dirt, cutting streets, etc.) the DA terms.

To be consistent with the DA, staff recommends an extension date to December 12, 2024, the last regularly scheduled LAFCo meeting date prior to the performance clause date. CKH Section 57001 provides that, "The extension may be for any period deemed reasonable to the commission for completion of necessary prerequisite actions by any party."

A Motion is attached for Commission consideration.

Attachments:

Exhibit A Resolution

Exhibit A-Vicinity Map

Exhibit B-Request for Extension date

Attachment "A"



July 21, 2023

San Joaquin LAFCO
Mr. JD Hightower, Executive Officer
44 N. San Joaquin Street, Suite 374
Stockton, CA 95202

Re: Pereira Reorganization/Annexation to the City of Ripon, Resolution No. 1437

Dear Mr. Hightower,

I am writing to you regarding the above referenced Annexation that was conditionally approved by LAFCO on October 9, 2020, and subsequently extended until October 9, 2023. As you know, LAFCO's Resolution 1437 required lot line adjustments be recorded prior to filing a Certificate of Completion. The lot line adjustments are necessary to include perimeter streets which are required to be incorporated within the boundaries of our annexation. Unfortunately, it has taken considerably longer than expected to perfect the lot line adjustments and the rise in interest rates have also caused this process to be delayed.

Due to these unanticipated delays, we respectfully request a continuance or extension for one-year to provide sufficient time to record our lot line adjustments and satisfy our conditions from LAFCO.

We thank you in advance for your consideration and please let me know if you need anything else from us to process our request.

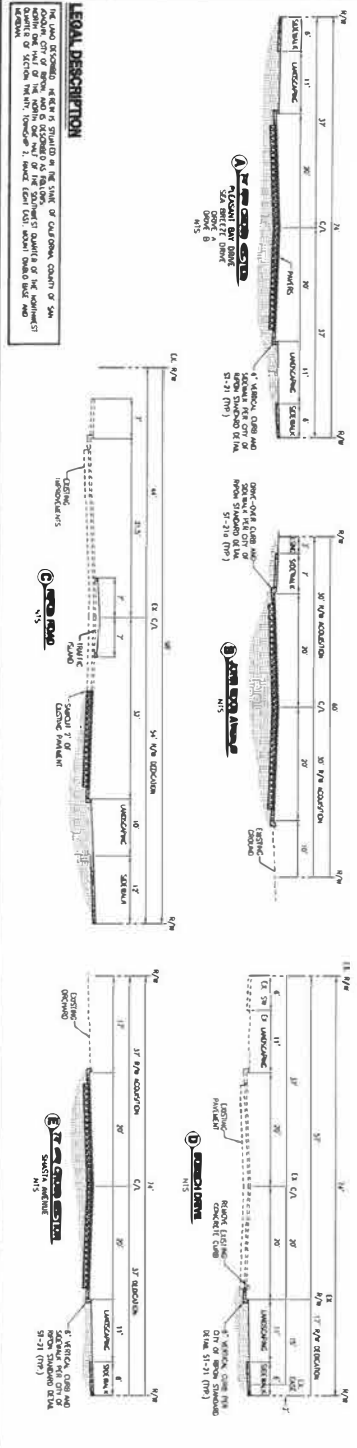
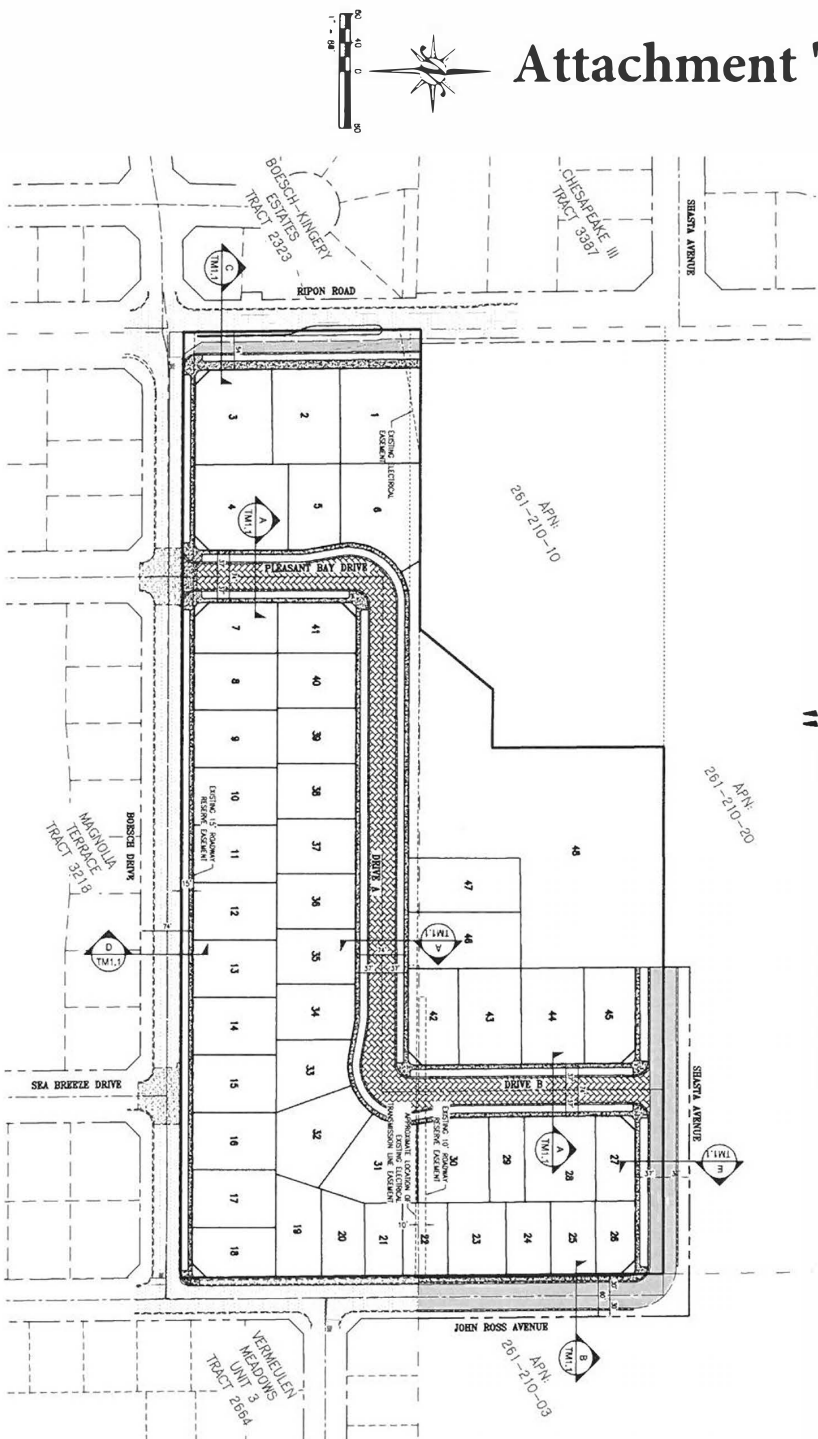
Sincerely,



Doug Lindbeck
HPG/Ripon Development LLC

Attachment "B"

PEREIRA RESIDENTIAL SUBDIVISION TENTATIVE SUBDIVISION MAP RIPON, CALIFORNIA



SHEET INDEX

PROJECT INFORMATION

GENERAL NOTES

CITY ENGINEER'S CERTIFICATE

LEGAL DESCRIPTION

COVER AND CROSS SECTION SHEET

TENTATIVE SUBDIVISION MAP PEREIRA SUBDIVISION CALIFORNIA

REVISIONS

NO.	DATE	APPROVED	DESCRIPTIONS

TM1.1

North Star
Engineering Group, Inc.

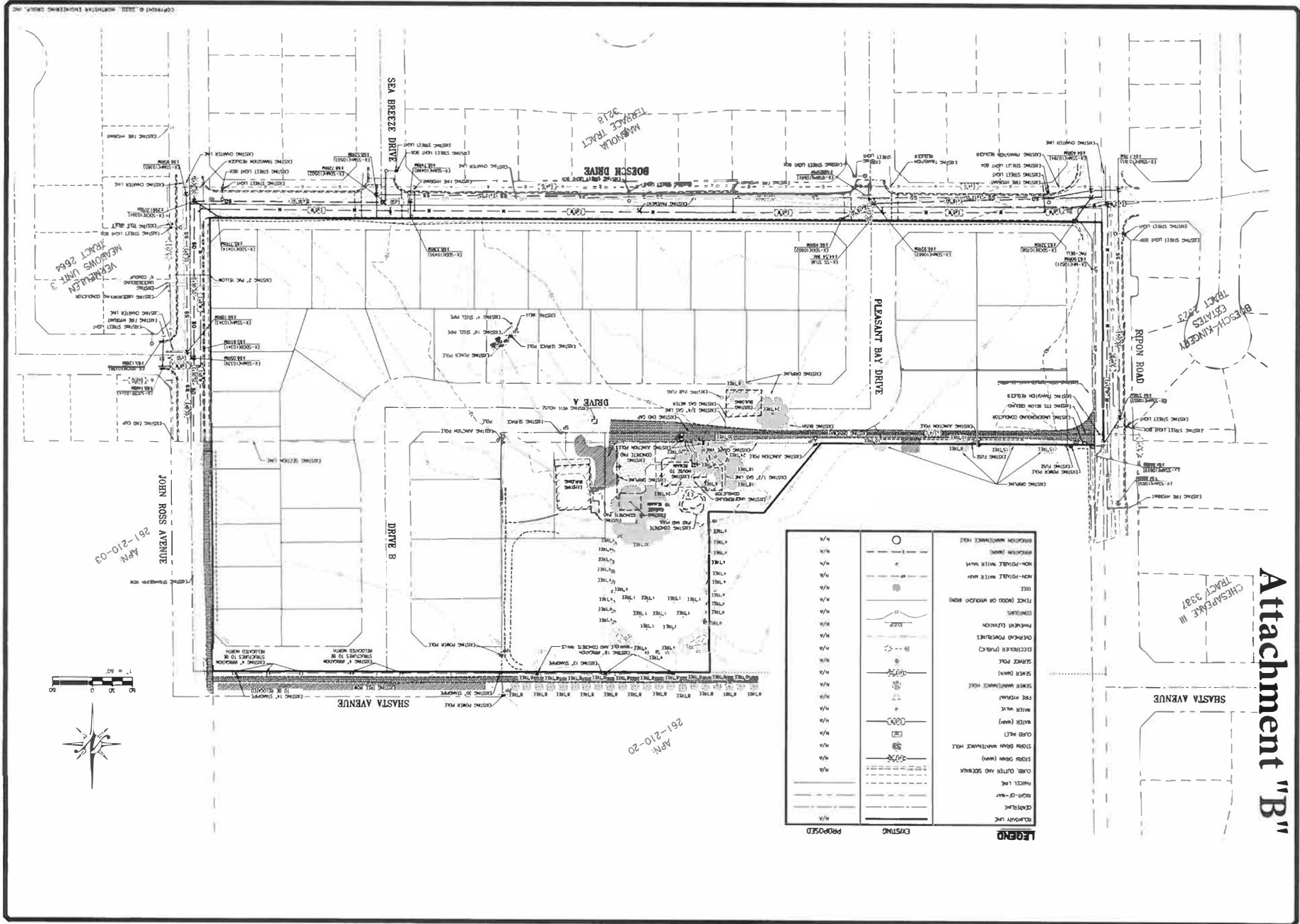
12100 WILSON AVENUE, SUITE 100
RIPON, CALIFORNIA 95378
(925) 374-5025

COVER AND CROSS SECTION SHEET

TENTATIVE SUBDIVISION MAP PEREIRA SUBDIVISION CALIFORNIA

NOT FOR CONSTRUCTION

Attachment "B"



PROPOSED	EXISTING	LEGEND
○	○	SECTION MAINTENANCE HOLE
●	●	SECTION MARK
○	○	NON-POURABLE WATER MAIN
○	○	POURABLE WATER MAIN
○	○	TRUCK ROAD OR HIGHWAY ROAD
○	○	CONDUIT
○	○	MANHOLE ELEVATION
○	○	OPENED POINTS
○	○	ELECTRICAL (PANEL)
○	○	SEWER POLE
○	○	SEWER (MAN)
○	○	SEWER MAINTENANCE HOLE
○	○	TREE PRODUCE
○	○	WATER MAIN
○	○	WATER (MAN)
○	○	CRIP ALRT
○	○	STORM DRAIN MAINTENANCE HOLE
○	○	STORM DRAIN (MAN)
○	○	CRIP ALRT AND SIDEWALK
○	○	MANHOLE
○	○	ROADWAY
○	○	ROADWAY LINE



TM1.2

SHEET NUMBER
 261-210-03

DATE
 07/20/2020

DRAWN BY
 JEFFREY W. WILSON

CHECKED BY
 JEFFREY W. WILSON

NorthStar
 Surveying & Mapping, Inc.
 1000 27th Street, Suite 200
 Ripon, CA 95227
 Phone: (925) 376-2122
 Fax: (925) 376-2127
 Email: info@northstar-surveying.com

RIPON

CALIFORNIA

TOPOGRAPHY PLAN

TENTATIVE SUBDIVISION MAP

PEREIRA SUBDIVISION

DATE APPROVED

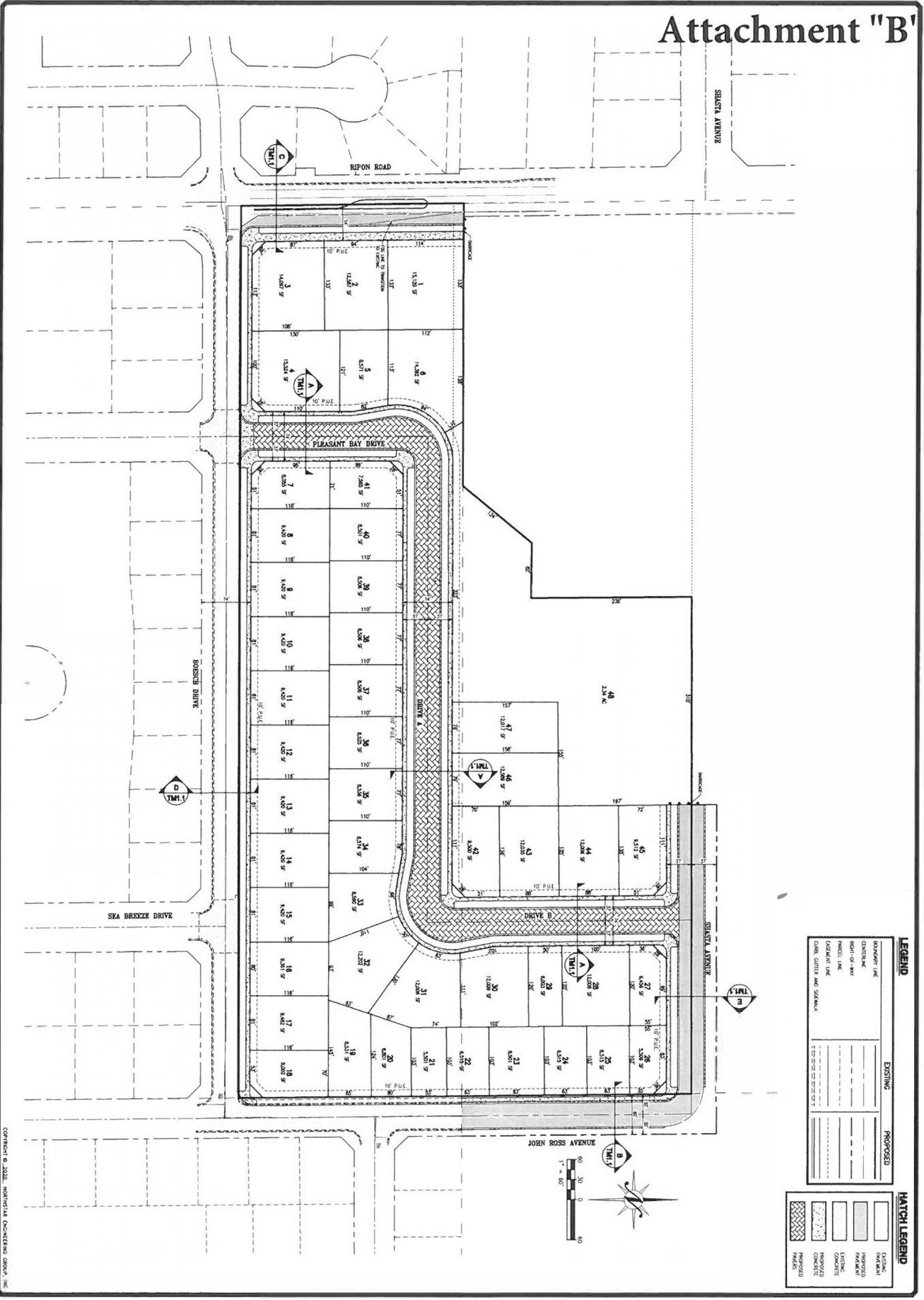
DATE APPROVED

DATE APPROVED

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

Attachment "B"



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LEGEND	
BOUNDARY LINE	EXISTING
CENTRELINE	EXISTING
RIGHT-OF-WAY	EXISTING
PROJECT LINE	EXISTING
ADJACENT LINE	EXISTING
LOCAL UTILITY AND SERVICE	EXISTING
	PROPOSED

HATCH LEGEND	
[Hatch Pattern]	EXISTING
[Hatch Pattern]	PROPOSED
[Hatch Pattern]	PROPOSED
[Hatch Pattern]	EXISTING
[Hatch Pattern]	PROPOSED
[Hatch Pattern]	PROPOSED
[Hatch Pattern]	PROPOSED

TM1.3
 SHEET NUMBER

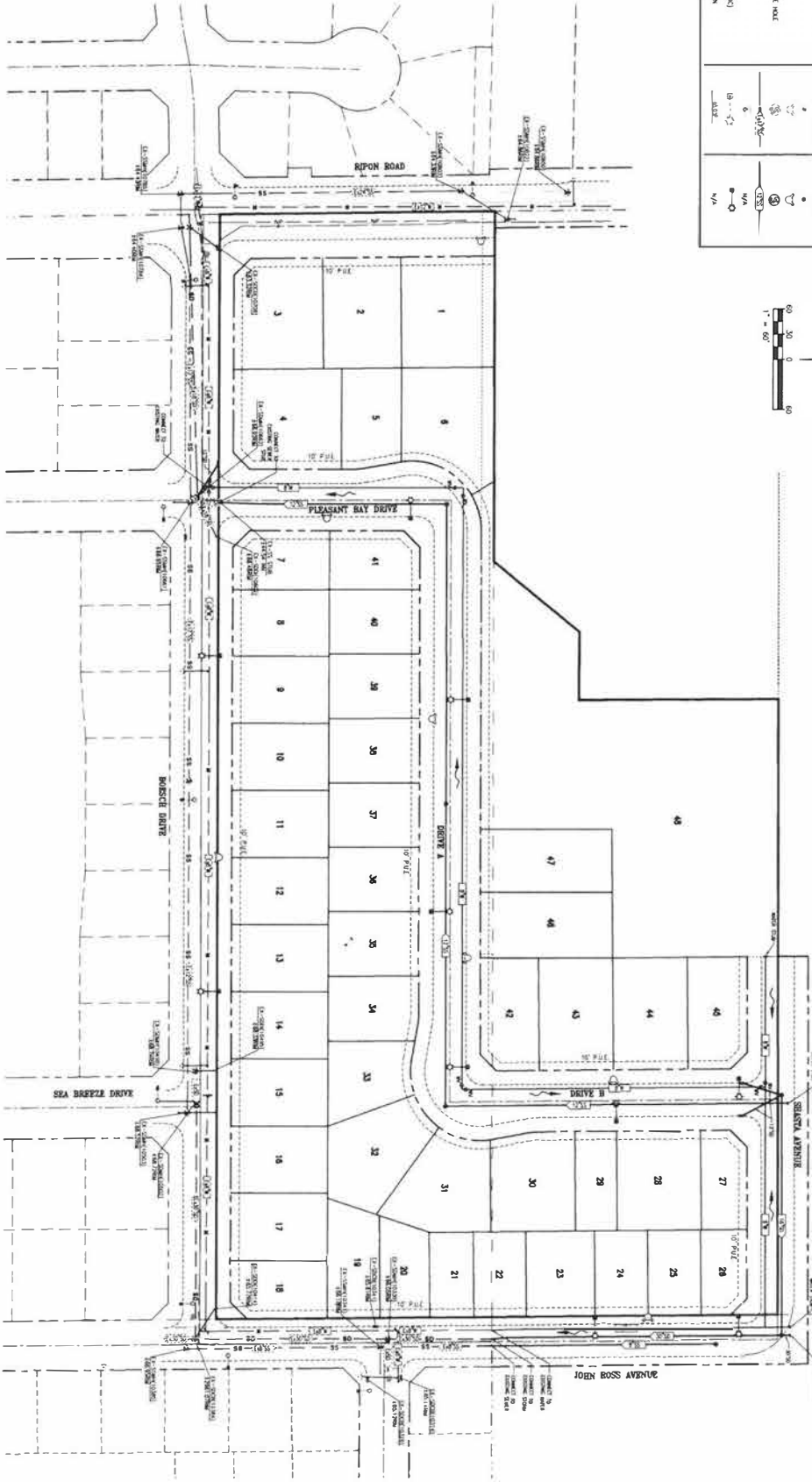
NorthStar
 Engineering Group, Inc.
 2100 TOWNSEND • SUITE 100 • RIPON, CA 95354
 400 TOWNSEND • SUITE 100 • RIPON, CA 95354
 (209) 524-3325 Phone (209) 524-3326 Fax

DIMENSION PLAN
 TENTATIVE SUBDIVISION MAP
 PEREIRA SUBDIVISION
 CALIFORNIA

NO.	DESCRIPTION	DATE	APPROVED



Attachment "B"



LEGEND	
EXISTING	PROPOSED
BOUNDARY LINE	BOUNDARY LINE
CONTINUED	CONTINUED
RIGHT-OF-WAY	RIGHT-OF-WAY
PROJECT LINE	PROJECT LINE
EXIST. CURBS AND SIDEWALK	EXIST. CURBS AND SIDEWALK
EXIST. DOWN MAIN	EXIST. DOWN MAIN
EXIST. DOWN WASTEWATER	EXIST. DOWN WASTEWATER
EXIST. R/W	EXIST. R/W
EXIST. WATER	EXIST. WATER
EXIST. GAS	EXIST. GAS
EXIST. ELECTRIC	EXIST. ELECTRIC
EXIST. FUTURE	EXIST. FUTURE
PROPOSED WATER	PROPOSED WATER
PROPOSED SEWER	PROPOSED SEWER
PROPOSED GAS	PROPOSED GAS
PROPOSED ELECTRIC	PROPOSED ELECTRIC
PROPOSED FUTURE	PROPOSED FUTURE
PROPOSED ELEVATION	PROPOSED ELEVATION

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 NorthStar Engineering Group, Inc. 2005 "Engineering" Building - Alhambra, CA 91804 626-254-2322 Phone	UTILITY PLAN TENTATIVE SUBDIVISION MAP PEREIRA SUBDIVISION CALIFORNIA	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTIONS</th> <th>DATE</th> <th>APPROVED</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTIONS	DATE	APPROVED					 REGISTERED PROFESSIONAL ENGINEER NOT FOR CONSTRUCTION
NO.	DESCRIPTIONS	DATE	APPROVED								
TM1.4 SHEET NUMBER	RIPON,										