



CITY OF HUGHSON  
**CITY COUNCIL MEETING**  
 City Hall Council Chambers  
 7018 Pine Street, Hughson, CA

**AGENDA**  
**MONDAY, JUNE 11, 2012 – 7:00 P.M.**

**CALL TO ORDER:** Mayor Ramon Bawanan

**ROLL CALL:** Mayor Ramon Bawanan  
 Mayor Pro Tem Matt Beekman  
 Councilmember Jill Silva  
 Councilmember George Carr  
 Councilmember Jeramy Young

**FLAG SALUTE:**

**INVOCATION:**

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

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

**2. PRESENTATIONS:** None.

**3. CONSENT CALENDAR:**

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

**3.1:** Approval of the May 29, 2012 Regular City Council Minutes.

**3.2:** Approval of the Warrants for the Month(s) of May.

**4. UNFINISHED BUSINESS:**

4.1: Consider an Agreement between the Hughson Unified School District and the City of Hughson on a Non- Potable Water Distribution System.

**5. PUBLIC HEARINGS:** None.

**6. NEW BUSINESS:**

6.1: Consider Resolution No. 2012-27, A Resolution of the City Council of the City of Hughson Naming in Memoriam the Starn Park Baseball Diamond, Keith Crabtree Field.

**7. CORRESPONDENCE:** None.

**8. COMMENTS:**

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

**City Manager:**

**City Clerk:**

**Community Development Director:**

**Director of Finance:**

**Police Services:**

**City Attorney:**

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

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

**9. CLOSED SESSION:**

9.1: **CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code section 54957.6.**

Agency Negotiator: Bryan Whitemyer, City Manager

Employee Organizations: Operating Engineers Local No. 3  
(Skilled Trades, Professional and Technical)

Management

**10. REPORT FROM CLOSED SESSION:**

**ADJOURNMENT:**

**WAIVER WARNING**

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

**UPCOMING EVENTS:**

<b>June 18</b>	▪ <b>Local Community Blood Drive, United Methodist Church, 3:00-7:00pm</b>
<b>June 25</b>	▪ <b>City Council Meeting, Council Chambers, 7:00pm</b>
<b>July 4</b>	▪ <b>Holiday, City Hall Offices will be Closed</b>
<b>July 9</b>	▪ <b>City Council Meeting, Council Chambers, 7:00pm</b>
<b>July 10</b>	▪ <b>Parks and Recreation Meeting, Council Chambers, 6:00pm</b>
<b>July 14</b>	▪ <b>Hughson Arboretum and Gardens- Open Garden- 8am to 12pm</b>
<b>July 16 - Aug 10</b>	▪ <b><i>Elections: Candidate Nomination Period for All Candidates</i></b>
<b>July 23</b>	▪ <b>City Council Meeting, Council Chambers, 7:00pm</b>
<b>August 13</b>	▪ <b>City Council Meeting, Council Chambers, 7:00pm</b>
<b>August 27</b>	▪ <b>City Council Meeting, Council Chambers, 7:00pm</b>
<b>September 10</b>	▪ <b>City Council Meeting, Council Chambers, 7:00pm</b>
<b>September 15-16</b>	▪ <b>SAVE THE DATE – HUGHSON HARVEST FESTIVAL</b>
<b>September 24</b>	▪ <b>City Council Meeting, Council Chambers, 7:00pm</b>

**RULES FOR ADDRESSING CITY COUNCIL**

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

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

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

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

**AFFIDAVIT OF POSTING**

**DATE:** June 8, 2012                      **TIME:** 5:00pm  
**NAME:** Dominique Spinale                      **TITLE:** Deputy City Clerk

**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.

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

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

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





CITY OF HUGHSON  
**CITY COUNCIL MEETING**  
City Hall Council Chambers  
7018 Pine Street, Hughson, CA

**MINUTES**  
**TUESDAY, MAY 29, 2012 – 7:00 P.M.**

**CALL TO ORDER:** Mayor Ramon Bawan

**ROLL CALL:**

Present: Mayor Ramon Bawan  
Mayor Pro Tem Matt Beekman  
Councilmember Jill Silva  
Councilmember Jeramy Young

Absent: Councilmember George Carr- Excused

Staff Present: Bryan Whitemyer, City Manager  
Dan Schroeder, City Attorney  
Darin Gharat, Chief of Police Services  
Thom Clark, Community Development Director  
Dominique Spinale, Deputy City Clerk  
Margaret Souza, Director of Finance  
Lisa Whiteside, Finance Manager  
Sam Rush, Public Works Superintendent

**FLAG SALUTE:** Mayor Bawan

**INVOCATION:** Mayor Bawan

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

There were no public comments.

**2. PRESENTATIONS:**

- 2.1: A Proclamation of the Hughson City Council recognizing the month of June as Disability Awareness Month with the Society of Handicapped Children and Adults.

**Mayor Bawanan presented the Proclamation to Lynn Quijada-Splan and Michelle Gill with the Society of Handicapped Children and Adults. Ms. Quijada spoke briefly about the Society of Handicapped Children and Adults and their involvement and commitment to the community.**

**3. CONSENT CALENDAR:**

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

- 3.1: Approval of the May 14, 2012 Regular City Council Minutes.
- 3.2: Approval of the Warrants for the Month(s) of May.
- 3.3: Approval of the Treasurer's Report for April 2012.
- 3.4: Approval of a Master Services Agreement and Task Order No. 1 for Fiscal Year (FY) 2012-2013 Groundwater Monitoring and Reporting Services with Condor Earth Technologies Inc.
- 3.5: Approval of Resolution No. 2012-25, Authorizing the Submission of the 2011-2012 Transportation Fund (LTF) Claim #2.
- 3.6: Approval of a Proposal in the amount of \$11,800 from CBIZ LLC, to update the Infrastructure Files.

**Beekman/Silva 4-0-1 (Carr-Absent) motion passes to approve the Consent Calendar Items 3.1 through 3.6.**

**4. UNFINISHED BUSINESS:**

- 4.1: Consider Resolution No. 2012-24, Awarding the Pine Street Sidewalk Infill Project to Low Bidder Rolfe Construction in the Amount of \$331,744 and Authorizing a 10% Construction Contingency as well as a 10% Set-aside for Construction Testing and Inspection.

**Silva/Young 4-0-1 (Carr- Absent) motion passes to adopt Resolution No. 2012-24, Awarding the Pine Street Sidewalk Infill Project to Low Bidder Rolfe Construction in the Amount of \$331,744 and Authorizing a 10% Construction Contingency as well as a 10% Set-aside for Construction Testing and Inspection.**

- 4.2:** Consider Approving the Lease Agreement By And Between the City of Hughson and Hughson Chamber of Commerce For Certain Office Space at the City Hall Annex Building.

**Beekman/Silva 4-0-1 (Carr-Absent) motion passes to approve the Lease Agreement by and between the City of Hughson and Hughson Chamber of Commerce For Certain Office Space at the City Hall Annex Building.**

- 4.3:** Consider Resolution No. 2012-26, approving the adoption of the Preliminary Budget of the City of Hughson for FY 2012-2013.

**Director Souza presented and reviewed this item with the Council. The Council deliberated on this item and asked questions and for further clarifications on funds and accounts.**

**Mayor Pro Tem Beekman requested a copy of the Amortization Schedule and that Staff research if any refinance options are available for a loan the City currently has with the USDA.**

**5. PUBLIC HEARINGS:** None.

**6. NEW BUSINESS:**

- 6.1:** Review and Discuss Waste Management's Request for Rate Increases and Direct Staff to Schedule a Public Hearing.

**Tom Sanchez with WM, Inc., spoke to the Council and explained the request for the rate increases. Council deliberated on this item and requested that WM provide additional information at their next presentation, if approved for a hearing.**

**Bawanan/Young 4-0-1 (Carr-Absent) motion passes to direct Staff to Schedule a Public Hearing on this item for the second Council meeting in July, as the Mayor will be absent for the July 9 meeting and prefers being present for the hearing.**

**The Public Hearing is scheduled for July 23.**

- 6.2:** Review and Discuss the Capital Projects Update and Schedule.

**Director Clark reviewed the schedule with the Council. The Council was pleased that Staff took the time to prioritize projects and compile a schedule. No action was taken on this item, as it was information only.**

**7. CORRESPONDENCE:** None.

**8. COMMENTS:**

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

**Police Services:** Chief Gharat updated the Council on the recent activities of Police Services. He also thanked the Fire Department for their BBQ Event.

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

**Mayor Pro Tem Beekman updated the Council on his attendance at the Economic Development Committee, LAFCO, and StanCOG meetings.**

**Council member Young updated the Council on his attendance at the Economic Development Committee meeting.**

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

**Mayor Bawanani updated the Council on his attendance at the RDA Oversight Board meeting for the City. He also requested an update on the allocation of the SLESF funds and an update on the letters that Staff has sent to the County concerning county projects.**

**9. CLOSED SESSION: Council entered into Closed Session at 8:55pm.**

**9.1: CONFERENCE WITH LEGAL COUNSEL - - ANTICIPATED LITIGATION**  
**Initiation of litigation pursuant to subdivision (c) of Section 54956.9:**

Three (3) potential cases

**9.2: CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code section 54957.6.**

Agency Negotiator: Bryan Whitemyer, City Manager

Employee Organizations: Operating Engineers Local No. 3  
(Skilled Trades, Professional and Technical)

Management

**10. REPORT FROM CLOSED SESSION:**

**Council returned from closed session at 9:25pm. All Council Members were present for the duration of closed session, with the exception of Councilmember Carr who was absent and excused from the meeting.**

**The Council authorized the initiation of two (2) claims and the joining of an amicus brief in the Pack v. Long Beach decision. All actions were approved by unanimous vote.**

**ADJOURNMENT: Mayor Bawanán adjourned the meeting at 9:26pm.**

\_\_\_\_\_  
**RAMON BAWANAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**DOMINIQUE SPINALE, Deputy City Clerk**

REPORT.: June 08 12 Friday  
 RUN....: June 08 12 Time: 08:24  
 Run By.: MARTHA SERRATO

City of Hughson  
 Cash Disbursement Detail Report  
 Check Listing for 06-12 Bank Account.: 0100

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

*MO*  
*6/8/12*

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
42489	6/6/2012	ALL05	ALLIED ADMINISTRATION	\$ 2,286.87	B20605	DELTA DENTAL 7/12
42490	6/6/2012	ATT03	AT&T	\$ 18.27	3402224	PHONE
42491	6/6/2012	BLA01	BLACK CLOUD NETWORKS, INC	\$ 1,875.00	3589	LABOR TO REPAIR CAMERA
42492	6/6/2012	BUD00	BUDGET TIRE	\$ 558.35	29347	TIRES FOR BOBCAT
42493	6/6/2012	CAL44	CALIFORNIA CONTRACTORS SU	\$ 293.41	11747	STREET SAFETY EQUIP
42494	6/6/2012	CEN14	CENTRAL JANITOR'S SUPPLY	\$ 1,355.02	I1118239	SANITARY SUPPLIES
42495	6/6/2012	CHA01	CHARTER COMMUNICATIONS	\$ 84.99	B20605	IP ADDRESS 6/12
42496	6/6/2012	CUM01	CUMMINS WEST INTERNATIONAL	\$ 105.74	002-90147	COOLANT SENSOR
42497	6/6/2012	EWI00	EWING IRRIGATION PRODUCTS	\$ 90.00	4665723	POLE SAW
				\$ 314.74	4729189	WEED KILLER
				\$ 66.10	4803661	SPRINKLER NOZZLES
				\$ 2,962.45	6120390	MISC. SUPPLIES
			Check Total:	\$ 3,436.69		
42498	6/6/2012	FAR03	FARMERS BROTHERS COFFEE	\$ 57.97	56618702	COFFEE
42499	6/6/2012	FGL00	FGL ENVIRONMENTAL	\$ 168.00	233044A	WELL WATER MONITORING
				\$ 150.00	233333A	WWTP TESTING
				\$ 58.00	233540A	WWTP TESTING
				\$ 72.00	233541A	WELL WATER MONITORING
				\$ 70.00	233542A	WELL WATER MONITORING
				\$ 58.00	233713A	WWTP TESTING
				\$ 195.00	233967A	WWTP TESTING
				\$ 490.00	234086A	WELL WATER MONITORING
				\$ 280.00	234087A	WELL WATER MONITORING
			Check Total:	\$ 1,541.00		
42500	6/6/2012	FRA03	FRANTZ WHOLESALE NURSERY	\$ 15.02	518543	REPLACEMENT ANNUALS
42501	6/6/2012	GEO00	GEORGE REED, INC	\$ 193.93	100023923	ASPHALT
42502	6/6/2012	GIB00	GIBBS MAINTENANCE CO	\$ 945.00	13173	JANITOR SVCS 5/2012
42503	6/6/2012	GOL07	GOLDEN BY PRODUCTS, INC	\$ 750.00	81793	TIRE REMOVAL CLEAN UP DAY
42504	6/6/2012	GRO01	GROENIGER & COMPANY	\$ 510.38	806562	HYDRANT REPAIR
42505	6/6/2012	HOL03	HOLT OF CALIFORNIA	\$ 93.42	K3478501	EQUIP RENTAL
				\$ 180.39	K3487901	CONCRETE MIXER RENTAL
			Check Total:	\$ 273.81		
42506	6/6/2012	HOM01	THE HOME DEPOT CRC	\$ 591.26	23133	REPLACEMENT TOOLS
				\$ 184.77	53734	MISC. SUPPLIES FOR PW
			Check Total:	\$ 776.03		
42507	6/6/2012	HUG11	HUGHSON FARM SUPPLY	\$ 42.52	0389226IN	OIL MIX
				\$ 149.19	0390602IN	PRUNERS

			\$	92.56	0391221IN	KNIFE BLADES
			\$	57.13	0391781IN	PARTS FOR MOWER
			\$	486.59	0391817IN	BACKPACK BLOWER & REPAIR
		Check Total:	\$	827.99		
42508	6/6/2012 HUG28	HUGHSON TIRE	\$	600.00	8899	4 TIRES PW-1
			\$	15.00	8899-12	TIRE REPAIRS
			\$	20.00	8899-35	TIRE REPAIR
			\$	15.00	8899-47	FLAT REPAIR
		Check Total:	\$	650.00		
42509	6/6/2012 IND05	INDUSTRIAL ELECTRICAL CO	\$	500.00	1036698	SEMI ANNUAL GENERATOR MAI
			\$	500.00	1036699	SEMI ANNUAL GENERATOR MAI
			\$	500.00	1036700	SEMI ANNUAL GENERATOR MAI
			\$	500.00	1036701	SEMI ANNUAL GENERATOR MAI
			\$	500.00	1036702	SEMI ANNUAL GENERATOR MAI
			\$	500.00	1036703	SEMI ANNUAL GENERATOR MAI
			\$	500.00	1036703	SEMI ANNUAL GENERATOR MAI
		Check Total:	\$	3,500.00		
42510	6/6/2012 KUB00	KUBWATER RESOURCES, INC	\$	2,437.84	2848	POLYMER
42511	6/6/2012 MAR00	MARTELLA'S AUTOMOTIVE	\$	236.89	4094	REPAIR PW-4
42512	6/6/2012 MEN05	DARIO MENDOZA	\$	99.90	000B206011	MEDICAL REIMB 2/2012
42513	6/6/2012 NAT08	NATIONAL METER & AUTOMATI	\$	338.65	S10389402	WATER METERS
42514	6/6/2012 PGE01	PG & E	\$	115.56	B20605	UTILITIES
42515	6/6/2012 QUI03	QUICK N SAVE	\$	143.46	1-2805	DIESEL
			\$	106.81	1-5607	DIESEL
		Check Total:	\$	250.27		
42516	6/6/2012 SHO02	SHORE CHEMICAL COMPANY	\$	1,354.13	33568	CHLORINE FOR WELL 8
42517	6/6/2012 SPI00	SPINALE, DOMINIQUE	\$	59.50	B20605	FILING FEES/NON-POTABLE W
42518	6/6/2012 SPR00	SPRINT/NEXTEL	\$	352.19	545168058	WIRELESS PHONE
42519	6/6/2012 TID01	TURLOCK IRRIGATION DIST.	\$	17,484.79	B20525	ELECTRIC
42520	6/6/2012 UND01	UNDERGROUND SERVICE ALERT	\$	127.50	12005008	SERVICE ALERTS
42521	6/6/2012 USA01	USA BLUE BOOK	\$	148.76	628986	WIRE
			\$	54.15	672288	REPLACEMENT FITTING
		Check Total:	\$	202.91		
42522	6/6/2012 \A005	AGUILAR, ANDREW & CHARMAI	\$	116.72	000B20601	MQ CUSTOMER REFUND FOR AG
42523	6/6/2012 \J007	JAUREGUI, MARIA & MARIO	\$	124.60	00B20601	MQ CUSTOMER REFUND FOR JA
42524	6/6/2012 \L004	LEWIS, AARON	\$	50.83	000B20601	MQ CUSTOMER REFUND LE
42525	6/6/2012 \R012	RUIZ, ELIAS & CYNTHIA	\$	53.97	000B20601	MQ CUSTOMER REFUND RU
42526	6/6/2012 ALL06	ALL AMERICAN TRAFFIC SUPP	\$	3,140.72	HUG052512	DEERY 200 CRACK SEAL
42527	6/6/2012 AVA00	AVAYA, INC	\$	125.16	272191671	PHONE
42528	6/6/2012 FIL00	J.R. FILANC CONSTRUCTION	\$	64,318.85	FINAL	WWT UPGRADES & EXP PROJ.

42529	6/6/2012 MOD16	MODESTO COLOR	\$	139.58	M78090	PAIN
42530	6/6/2012 STA47	STANISLAUS COUNTY SHERIFF	\$	11,748.17	1112-331	SLESF-EXTRA PATROL & RECORD
42531	6/6/2012 SUT00	SUTTER GOULD MEDICAL FOUN	\$	103.66	B20606	REIMB. MEDICAL EXP NOT PD
42532	6/6/2012 USA02	USA MOBILITY	\$	11.64	V0190776F	PAGER SERVICE
				-----		
		Cash Account Total:	\$	123,049.50		
				-----		
		Total Disbursements:	\$	123,049.50		
				=====		



## **CITY OF HUGHSON AGENDA ITEM NO. 4.1**

### **SECTION 4: UNFINISHED BUSINESS**

**Meeting Date:** June 11, 2012  
**Subject:** Consider Approving a Non-Potable Water Agreement with the Hughson Unified School District to Provide Irrigation Water For the High School Sports Fields.  
**Presented By:** Bryan Whitemyer, City Manager  
**Approved By:** \_\_\_\_\_

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#### **RECOMMENDATION:**

Approve Non-Potable Water Agreement with the Hughson Unified School District to Provide Irrigation Water for the Hughson High School Sports Fields.

#### **BACKGROUND AND OVERVIEW:**

The Hughson Unified School District (District) is in the process of developing the land to the east of the Hughson High School campus into a new baseball field, new softball field, three soccer fields and a parking lot. The existing sports fields and the proposed new sports fields total approximately 30 acres of turf area (Attachments A and B).

The District has allowed the City to be very involved in the planning of these sports fields. The City Manager has attended several planning meetings with the District to discuss the development of the fields and the water needs of this project. Initially the City and District had contemplated installing a new agricultural well on the sports field site to provide irrigation water for this project. However, after exploring many options the City and the District believe that utilizing an existing City well is a better alternative.

The City owns a municipal well (Well #6) that is located on Locust Street near the new sports fields. Water from Well #6 has arsenic levels higher than allowable under current drinking water standards. With this in mind the City is in the process of developing a Non-Potable Water System that would ultimately be utilized to irrigate the large turf areas throughout the City. These areas would include the High School Sports Fields, Fontana Park, Emilie J. Ross Middle School, Fox Road Elementary, LeBright Fields, and Starn Park (Attachment C).

Connecting the High School Sports Fields to Well #6 would be the first phase of the Non-Potable Water System with future phases being developed to connect the previously mentioned turf areas.

This Non-Potable Water System benefits the City by reducing the amount of water requiring treatment to meet drinking water standards and would allow the City to use the non-treated water to meet other City water demands. The District benefits from a non-potable water system as it relieves the District from owning, operating, and maintaining its own well. Additionally, this option provides the District with greater service reliability since it is participating in an established water system with multiple wells.

The City believes that after considering the mutual benefits to each party, the City and the District should enter into an agreement for the City to provide non-potable water to irrigate the new and existing turf areas ("Site") at Hughson High School.

### **FISCAL IMPACT:**

The non-potable water agreement indicates that the District will be contributing \$45,000 toward the design and construction of the improvements needed to Well #6 and the City's non-potable water distributions system to provide non-potable water to the high school site. Additionally, \$25,000 in Community Enhancement Funds has been set aside for this purpose. It is anticipated that this will cover the cost of the initial phase of the Non-Potable Water System and provide non-potable water to the high school project.

### **Water Rates:**

The non-potable water supply will not be treated and will be provided to the District at a lower rate than the rate charged customers who are receiving treated drinking water. The City's water customers are charged a monthly fixed charge based on meter size and a metered rate for actual usage.

The District will not pay a monthly fixed charge based on meter size but will pay a metered rate for actual usage. The initial metered rate for non-potable water will be \$0.685 per 1,000 gallons which is 50% of the potable water rates.

Moving forward the non-potable water rate may be adjusted annually by the Electricity and Service components of the Consumer Price Index (CPI), as developed by the U.S. Bureau of Labor. CPI shall be determined by the average of the Electricity and Service annual averages

### **Term:**

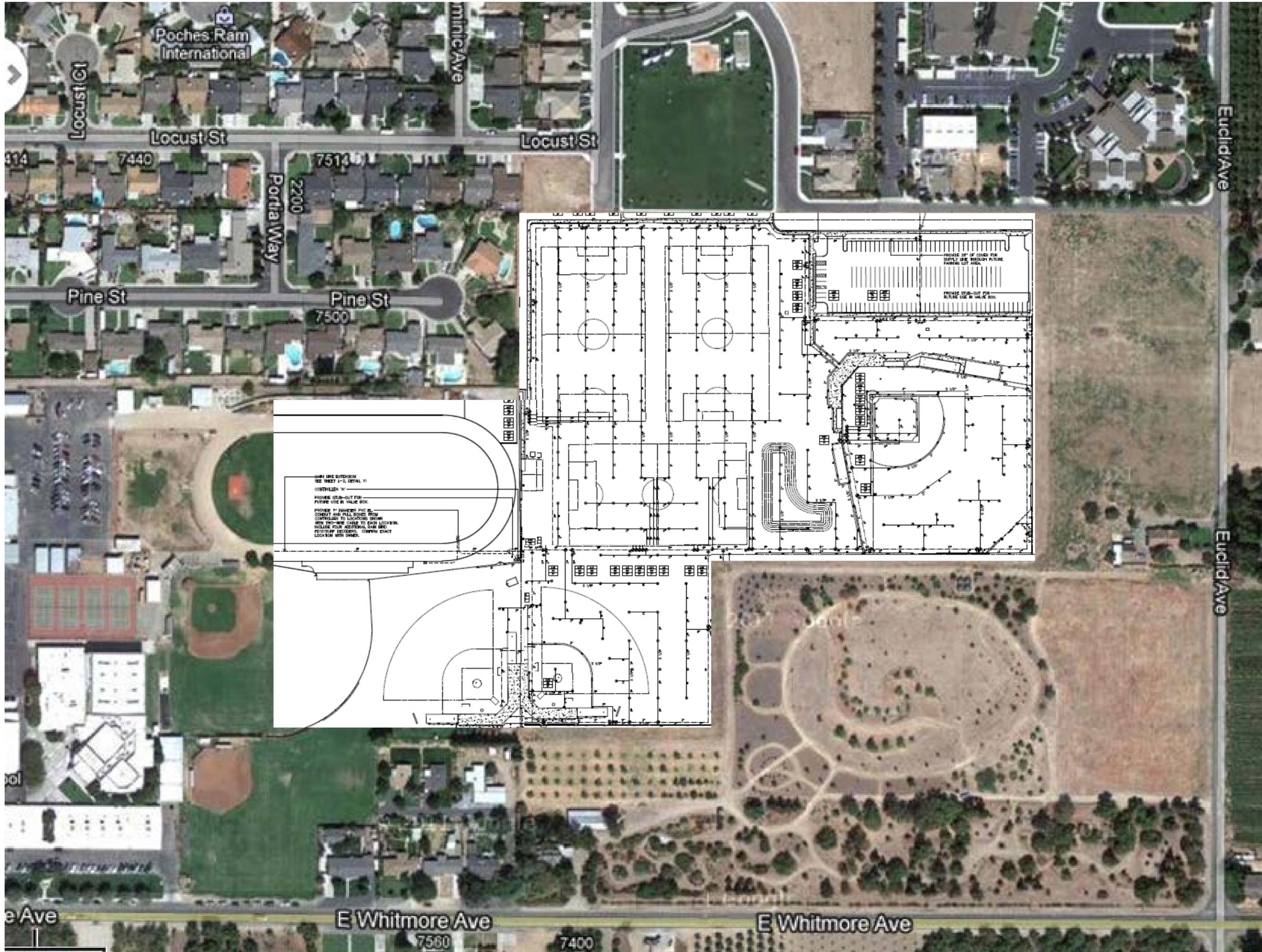
The term of this Agreement will commence on July 1, 2012 and will continue for ten (10) years, expiring on June 30, 2022. The agreement may be extended upon the mutual agreement of the City and the District.

Attachment A – Aerial Photo with Existing and New Sports Field Plans

Attachment B – New Sports Fields Plans

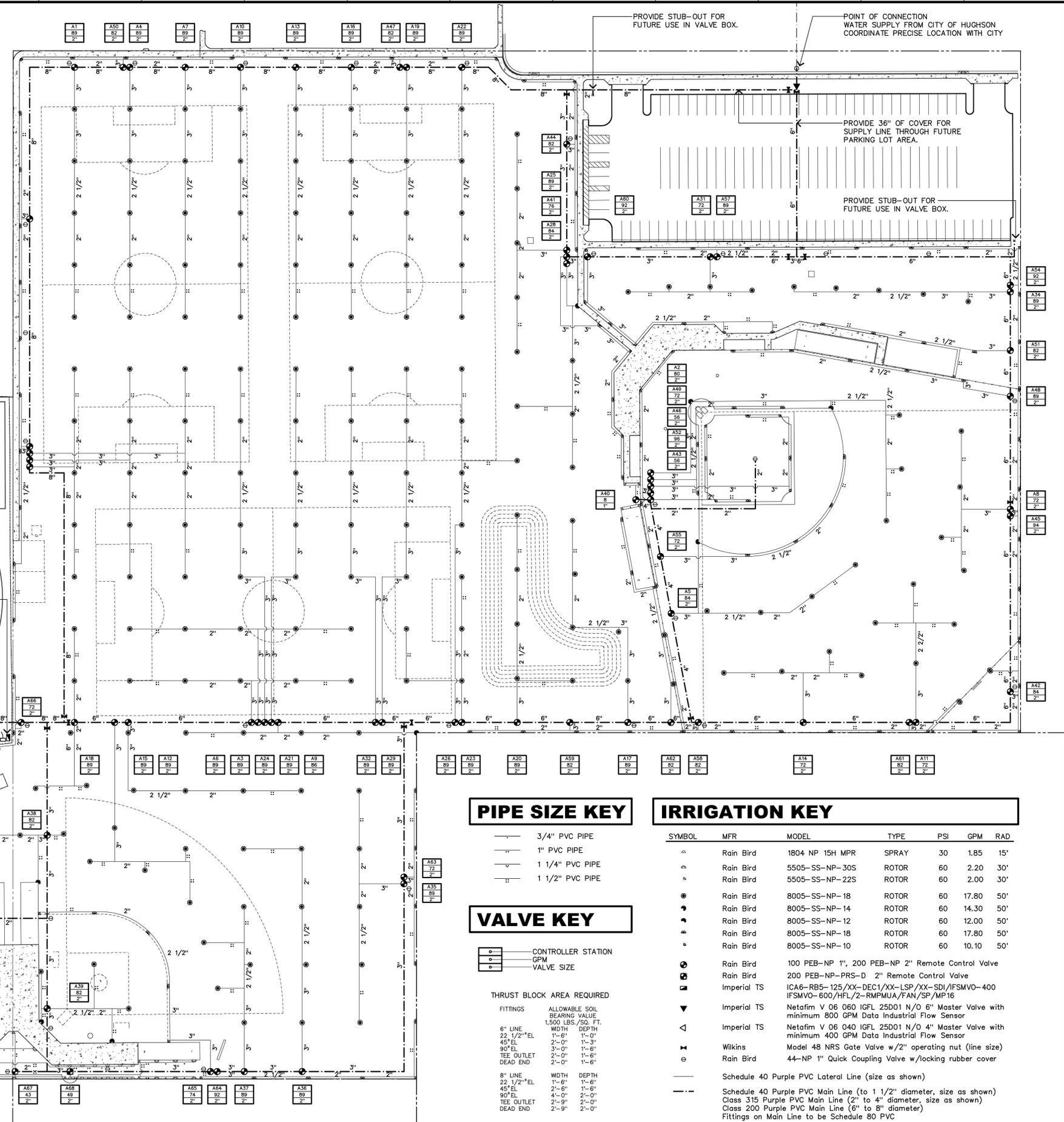
Attachment C – Aerial Photo showing turf areas to be served by non-potable system

Attachment D – Non-Potable Water Agreement



# IRRIGATION NOTES

- Contractor shall be responsible for repair of any existing paving damaged by installation of irrigation lines or wiring. Provide schedule 40 PVC sleeves two sizes larger for all piping which runs under paving.
- Mainline shall be installed at 18" in depth. Lateral lines shall be 12" in depth.
- Irrigation plan is diagrammatic. Valves, piping and other equipment shown in paved areas are for illustrative purposes only and are to be installed in planting areas. Contractor shall make necessary adjustments to obstructions. Contractor shall supply and install all materials and fittings necessary to provide an operable irrigation system.
- Locate all heads a minimum of 2" from walls, fences, and paving.
- Contractor shall adjust heads to minimize over spray onto buildings, walls, and walks. Contractor shall ensure that irrigation system provides full and effective coverage to all planting areas.
- Connect irrigation main line to existing water supply. All above ground fittings to be galvanized iron or ductile steel. Provide necessary labor, fittings, and materials needed to make connection. Confirm location with Owner.
- Locate controller assembly as shown on drawing. Confirm exact location with owner. Provide all necessary labor, equipment and fittings to connect controller assembly to electrical source. Hardwire controller assembly to electrical source. Contact Andrew Batt, (209) 404-1746.
- Assign Valves A1-A34 and A40-A62 to Program A and set the Maximum Number of SimulStations to 3, for operation of 3 Valves simultaneously. Assign Valves A35-A39 and A63-A68 to Program B and set the Maximum Number of SimulStations to 1, for operation of 1 Valve at a time. Preserve Program C for operation of Valves from existing irrigation system. Programs A, B and C are to run concurrently. Maximum flow during controller operation to be set at 800 gpm. Maximum flow outside of controller operation to be set at 30 gpm.
- Wiring from controller to valves to be two-wire 14 gauge AWG cable. All electrical wiring below paving to be installed in PVC conduit. Install valve wires in PVC conduit where main line is not present. Install Rain Bird LSP-11TURF line surge protectors at maximum of 500' along entire length of two-wire path.
- All valves to be located in plastic valve boxes at grade in planting areas.
- All irrigation heads, valves, piping and equipment to carry purple designation for non-potable water.
- System designed to operate at 80 PSI at Point of Connection with maximum flow of 800 GPM. Verify pressure and flow before installation and report any discrepancy to Landscape Architect prior to construction.



MAIN LINE EXTENSION  
SEE SHEET L-2, DETAIL 11

CONTROLLER 'A'

PROVIDE STUB-OUT FOR  
FUTURE USE IN VALVE BOX.

PROVIDE 1" DIAMETER PVC EL.  
CONDUIT AND PULL BOXES FROM  
CONTROLLER TO LOCATIONS SHOWN  
WITH TWO-WIRE CABLE TO EACH LOCATION.  
INCLUDE FOUR ADDITIONAL RAIN BIRD  
FD101TURF DECODERS. CONFIRM EXACT  
LOCATION WITH OWNER.

## PIPE SIZE KEY

- 3/4" PVC PIPE
- - - 1" PVC PIPE
- · - 1 1/4" PVC PIPE
- · · - 1 1/2" PVC PIPE

## VALVE KEY

- CONTROLLER STATION
- GPM
- VALVE SIZE

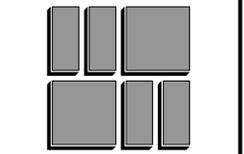
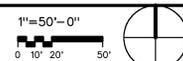
### THRUST BLOCK AREA REQUIRED

FITTINGS	ALLOWABLE SOIL BEARING VALUE	WIDTH	DEPTH
6" LINE	1,500 LBS./SQ. FT.	1'-6"	1'-0"
22 1/2" EL		1'-6"	1'-0"
45" EL		2'-0"	1'-3"
90" EL		3'-0"	1'-6"
TEE OUTLET		2'-0"	1'-6"
DEAD END		2'-0"	1'-6"
8" LINE		1'-6"	1'-6"
22 1/2" EL		2'-6"	1'-6"
45" EL		2'-6"	1'-6"
90" EL		4'-0"	2'-0"
TEE OUTLET		2'-9"	2'-0"
DEAD END		2'-9"	2'-0"

## IRRIGATION KEY

SYMBOL	MFR	MODEL	TYPE	PSI	GPM	RAD
○	Rain Bird	1804 NP-15H MPR	SPRAY	30	1.85	15'
○	Rain Bird	5505-SS-NP-30S	ROTOR	60	2.20	30'
○	Rain Bird	5505-SS-NP-22S	ROTOR	60	2.00	30'
○	Rain Bird	8005-SS-NP-18	ROTOR	60	17.80	50'
○	Rain Bird	8005-SS-NP-14	ROTOR	60	14.30	50'
○	Rain Bird	8005-SS-NP-12	ROTOR	60	12.00	50'
○	Rain Bird	8005-SS-NP-18	ROTOR	60	17.80	50'
○	Rain Bird	8005-SS-NP-10	ROTOR	60	10.10	50'
○	Rain Bird	100 PEB-NP 1", 200 PEB-NP 2" Remote Control Valve				
○	Rain Bird	200 PEB-NP-PRS-D 2" Remote Control Valve				
○	Imperial TS	ICA6-RB5-125/XX-DEC1/XX-LSP/XX-SDI/FSMVO-400 IFMVO-600/HFL/2-RMPMUA/FAN/SP/MP16				
○	Imperial TS	Netafim V 06 060 IGFL 25D01 N/O 6" Master Valve with minimum 800 GPM Data Industrial Flow Sensor				
○	Imperial TS	Netafim V 06 040 IGFL 25D01 N/O 4" Master Valve with minimum 400 GPM Data Industrial Flow Sensor				
○	Wilkins	Model 48 NRS Gate Valve w/2" operating nut (line size)				
○	Rain Bird	44-NP 1" Quick Coupling Valve w/locking rubber cover				
○	Schedule 40 Purple PVC Lateral Line (size as shown)					
○	Schedule 40 Purple PVC Main Line (to 1 1/2" diameter, size as shown)					
○	Class 315 Purple PVC Main Line (2" to 4" diameter, size as shown)					
○	Class 200 Purple PVC Main Line (6" to 8" diameter)					
○	Fittings on Main Line to be Schedule 80 PVC					

# IRRIGATION PLAN



**TIMOTHY P. HUFF & ASSOCIATES, INC.**  
Timothy P. Huff, AIA Architect  
1210 J Street, Modesto, CA 95354  
Ph. (209) 571 2232 Fax. (209) 571 1936



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Consultants

## HUGHSON COMMUNITY SPORTS COMPLEX

7419 E. WHITMORE AVENUE  
HUGHSON, CA 95326

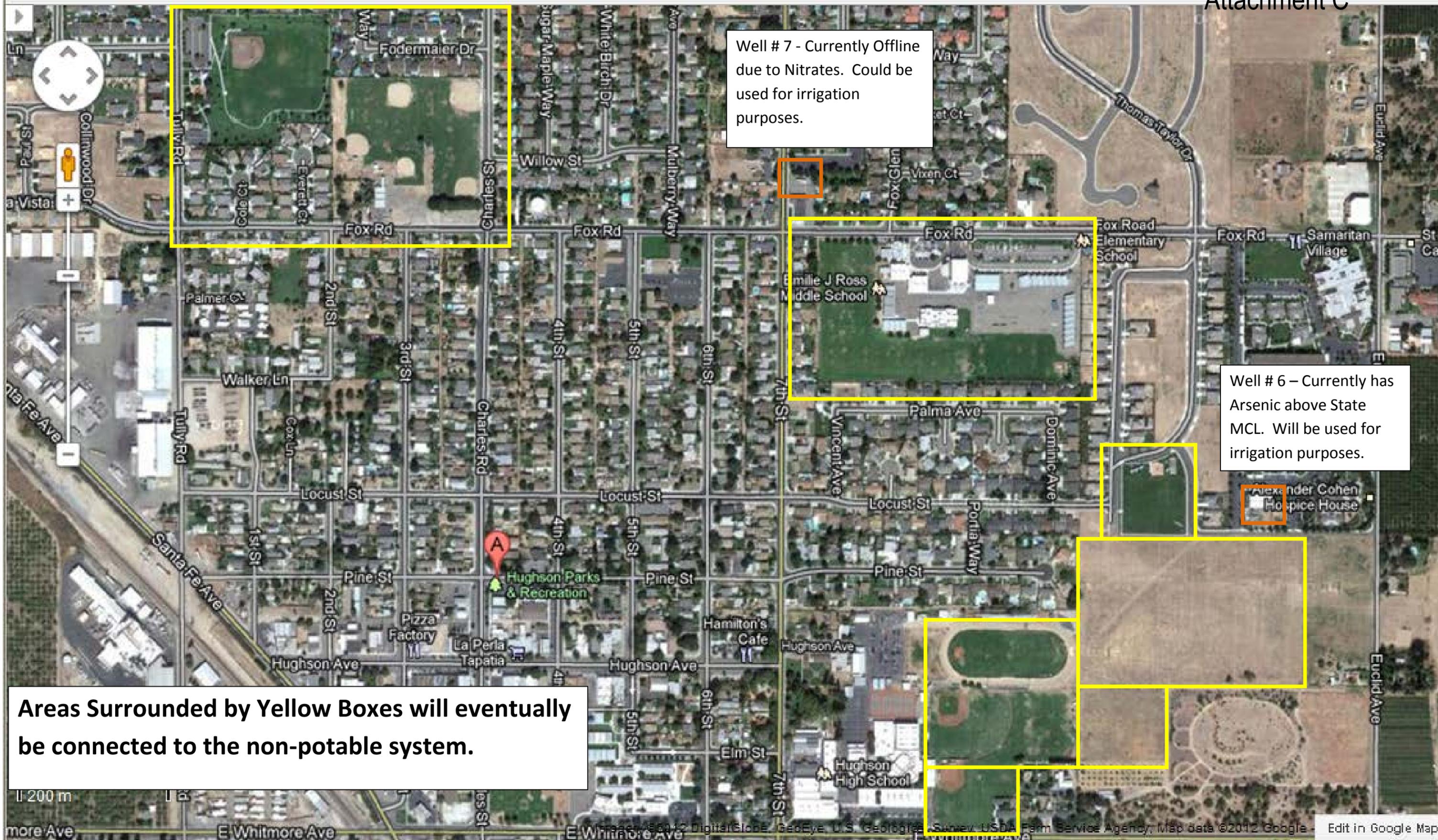
HUGHSON UNIFIED SCHOOL DISTRICT

## IRRIGATION PLAN

Project Number	0831
Date	APR 2012
Drawn by	RS
Checked by	RS

# L-1

Plot Date & Time 4/10/2012 8:22 AM



Well # 7 - Currently Offline due to Nitrates. Could be used for irrigation purposes.

Well # 6 - Currently has Arsenic above State MCL. Will be used for irrigation purposes.

Areas Surrounded by Yellow Boxes will eventually be connected to the non-potable system.

# Attachment D

## CITY OF HUGHSON AND HUGHSON UNIFIED SCHOOL DISTRICT NON-POTABLE WATER AGREEMENT

This non-potable water Agreement (hereinafter, "Agreement") is entered into this \_\_\_\_\_ day of June 2012, by and between THE CITY OF HUGHSON, a general law city organized under the laws of the state of California, (hereinafter, "City") and the HUGHSON UNIFIED SCHOOL DISTRICT (hereinafter, "District") (hereinafter, collectively, "Parties").

### RECITALS

A. Whereas, the District desires to install a new baseball field, new softball field, three soccer fields and a parking lot on land that sits immediately east of the Hughson High School campus. The existing sports fields and the proposed new sports fields total approximately 30 acres of turf area; and

B. Whereas, the City owns Well #6 that is located on Locust Street near the new sports fields. Water from Well #6 has arsenic levels higher than allowable under current drinking water standards; and

C. Whereas, the District would have to drill, operate and maintain a well on the High School property absent the City providing water from Well #6; and

D. Whereas, a well on the District's High School property could have a negative effect on the City's wells, including Well #6; and

E. Whereas, a non-potable water system would benefit the City by reducing the amount of water requiring treatment to meet drinking water standards and would allow the City to use the non-treated water to meet other City water demands; and

F. Whereas, the District would benefit from a non-potable water system through a reduced cost water supply, relieving the District of well ownership, operations, and maintenance responsibilities, and participation in an established water system that will provide the District with greater service reliability through backup supplies; and

G. Therefore, in consideration of the mutual benefits to each party, the City and the District desire to enter into an agreement for the City to provide non-potable water to irrigate the new and existing turf areas ("Site") at Hughson High School.

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

1. **Operational Parameters:**

1.01. The City shall provide the District with a non-potable water supply which has a flow range of 0 to 800 gallons per minute and a pressure of 75 psig to 80 psig as measured at the water meter located on Site.

1.02. The City shall provide the District with non-potable water during the months of March through October and during the hours of 9 p.m. to 6 a.m. Pacific Standard Time. The City reserves the right to take the non-potable water system off-line for three months per year during December, January, and February.

1.03. The non-potable water provided by the City shall not be treated by the City and shall not be required to meet any state or federal standards for drinking water.

2. **Maintenance:**

2.01. The City shall be responsible for all costs associated with running and maintaining Well #6 and the non-potable water distribution system which costs include energy, preventative maintenance, and repair and replacement costs.

2.02. The City shall maintain full-time water operators to oversee and correct operational deficiencies of Well # 6 and the non-potable water distribution system should they arise.

2.03. The District shall be responsible for installing, operating and maintaining the irrigation system for the Site connected to the non-potable water distribution system, including, but not limited to, all facilities running from the water meter and beyond towards and on the Site consistent with the ownership of the District's raw water distribution system set forth in Section 4.03 below.

3. **Ownership:**

3.01. City's ownership of the non-potable water distribution system shall terminate at the property line of the Site or each individual lot receiving non-potable water, except that any facilities installed on the District's property by the City, including the water meter, shall be the property of the City in accordance with Hughson Municipal Code Section 13.08.350. The City shall not take ownership of pipelines connecting individual lots or buildings to the City's non-potable water distribution system.

3.02. In exchange for the non-potable water rate set forth in Section 5.02, the District agrees that it will not drill a well on the Site during the term of this Agreement.

4. **Capital Costs:**

4.01. The City will design and construct, at its sole cost and expense with the exception of the District contribution set forth in Section 4.02, all necessary improvements to Well #6 and the City's non-potable water distribution system in order to provide non-potable water to the Site. The City will be solely responsible for all other costs incurred in constructing the non-potable water distribution system that provides service in accordance with the operational parameters set forth in Section 1.

4.02. The District will contribute Forty Five Thousand Dollars (\$45,000) toward the design and construction of the improvements to Well #6 and the City's non-potable water distribution system to provide non-potable water to the Site.

4.03. The District will be solely responsible for the design and construction of the Site irrigation and its raw water distribution system and all on-site improvements necessary for it to use the raw water supplied to the District pursuant to this Agreement.

5. **Water Rates:**

5.01. The City has water rates established in accordance with the provisions of Proposition 218. The established water rates take into account capital expenditures and water treatment to provide a drinking water supply that meets regulatory standards. The non-potable water supply will not be treated and can be provided to the District at a lower rate than the rate charged customers who are receiving treated drinking water. The City's water customers are charged a monthly fixed charge based on meter size and a metered rate for actual usage.

5.02. The District will not pay a monthly fixed charge based on meter size but will pay a metered rate for actual usage. The initial metered rate for non-potable water will be \$0.685 per 1,000 gallons which is 50% of the potable water rates. In consideration of the District's agreement set forth in Section 3.02, the City will maintain the water rate at \$0.685 per 1000 gallons during the term of this Agreement.

5.03. At the sole discretion of the City, the non-potable water rate may be adjusted annually by the *Electricity* and *Service* components of the Consumer Price Index (CPI), as developed by the U.S. Bureau of Labor. CPI shall be determined by the average of the Electricity and Service annual averages. For example, the 12 month average ending March 2012 for the Electricity index was 0.6 and the Services index was 2.3 resulting in an annual inflation escalator of 1.45%. Any such adjustment will be made effective as of July 1 of that year.

6. **Drinking Water:**

6.01. This Agreement does not modify or alter the District's obligation to pay for the drinking water used at the High School site under the existing drinking water rate structure.

7. **Signs:**

7.01. The District shall post signs on Site stating that the Site is irrigated with non-potable water. All signs shall comply with all applicable state laws and regulations, including regulations issued by Cal/OSHA.

8. **Term:**

8.01. The term of this Agreement will commence on July 1, 2012 and will continue for ten (10) years, expiring on June 30, 2022. The Parties agree that this Agreement may be extended upon the mutual agreement of the Parties.

9. **General Provisions:**

9.01. Amendment. This Agreement may be amended, modified or supplemented only by a writing signed by both parties.

9.02. Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

9.03. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.04. No Joint Venture. It is not the intention of the parties to create by this Agreement a relationship of master-servant, principal-agent, partnership or joint venture and under no circumstance shall either party be considered the agent of the other.

9.05. Governing Law. This Agreement is entered into in and shall be governed by and construed in accordance with the laws of the State of California.

9.06. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, subsidiaries, affiliates, successors and assigns.

9.07. Indemnity. District shall indemnify, defend and hold harmless City, its elected or appointed officials, employees, agents and authorized representatives from any and all losses, injuries, liability, damages, claims, costs and expenses (including attorneys' fees and court costs), arising out of or resulting from (i) any breach of this Agreement by District; and (ii) the willful misconduct or negligent acts of District in connection with the performance of this Agreement.

City shall indemnify, defend and hold harmless District, its elected or appointed officials, employees, agents and authorized representatives from any and all losses, injuries, liability, damages, claims, costs and expenses (including attorneys' fees and court costs), arising out of or resulting from (i) any breach of this Agreement by City; and (ii) the willful misconduct or negligent acts of City in connection with the performance of this Agreement.

9.08. Attorneys' Fees. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject

matter hereof (including, but not limited to, any suit, arbitration, entry of judgment, post-judgment motion or enforcement, appeal, bankruptcy litigation, attachment or levy) shall be entitled to recover its costs and expenses, including, but not limited to, attorneys', experts' and consultants' fees and costs.

9.09. Cooperation. City and District shall cooperate with the other and act in good faith in the carrying out of this Agreement, and to the extent necessary or appropriate, the Parties shall draft and execute all such proposals, applications, and/or related items and materials necessary to effectuate the terms of this Agreement

9.10. Captions. Captions to sections of this Agreement are for convenience purposes only and are not part of this Agreement.

9.11. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

9.12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and the year first written above.

CITY OF HUGHSON

HUGHSON UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Bryan Whitemyer, City Manager

By \_\_\_\_\_  
Brian Beck, Superintendent

Approved as to form:

Approved as to form:

By \_\_\_\_\_  
Dan Schroeder, City Attorney

By \_\_\_\_\_



## CITY OF HUGHSON AGENDA ITEM NO. 6.1

### SECTION 6: NEW BUSINESS

**Meeting Date:** June 11, 2012

**Subject:** Consideration of Resolution No. 2012-27, A Resolution of the City Council of the City of Hughson Naming in Memoriam the Starn Park Baseball Diamond Keith Crabtree Field

**Enclosures:** Parks and Recreation Commission Resolution No. PR 2012-01

**Presented By:** Thom Clark, Community Development Director

**Approved By:** \_\_\_\_\_

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#### **RECOMMENDATION:**

Adopt Resolution No. 2012-27, a resolution of the City Council of the City of Hughson naming in memoriam the baseball diamond at Starn Park, Keith Crabtree Field.

#### **BACKGROUND AND OVERVIEW:**

At its regularly scheduled meeting of May 8, 2012, the Hughson Parks and Recreation Commission adopted Resolution No. PR 2012-01, recommending to the City Council naming the Starn Park baseball diamond, Keith Crabtree Field.

Keith Crabtree was a founding member of the Hughson Parks and Recreation Commission. He served on the Commission from 2005 through 2009 until a debilitating disease forced him to resign. Keith was an avid supporter of parks, recreation, and improvement of our community's youth and their physical well being. He was also instrumental in the development of City parks as well as planning for future community parks and recreational activities.

The Parks and Recreation Commission wishes to honor Keith since his passing in January and therefore recommends to the City Council naming the baseball diamond at Starn Park the Keith Crabtree Field.

**CITY OF HUGHSON**  
**PARKS & RECREATION COMMISSION**  
**RESOLUTION NO. PR 2012-01**

**A RESOLUTION OF THE PARKS AND RECREATION COMMISSION OF THE  
CITY OF HUGHSON RECOMMENDING TO THE CITY COUNCIL NAMING  
THE STARN PARK BASEBALL DIAMOND KEITH CRABTREE FIELD**

**WHEREAS**, Keith Crabtree was a member of the Hughson Parks and Recreation Commission since its inception in 2005; and

**WHEREAS**, Commissioner Crabtree served on the Hughson Parks and Recreation Commission as long as he was physically able, through 2009; and

**WHEREAS**, Commissioner Crabtree was an avid supporter of parks, recreation, and improvement of our community's youth and their physical well being; and

**WHEREAS**, Commissioner Crabtree was instrumental in the development of parks in the City as well as planning for future parks; and

**WHEREAS**, Commissioner Crabtree was instrumental in the development of parks within the City as well as planning for future parks; and

**WHEREAS**, following his untimely death, the Parks and Recreation Commission wishes to honor his service to the City of Hughson and it's residents by naming the Starn Park baseball diamond after him; and

**NOW THEREFORE, BE IT RESOLVED** that the City of Hughson Parks and Recreation Commission does hereby recommend to the Hughson City Council that the baseball diamond at Starn Park be hereafter named Keith Crabtree Field.

**PASSED AND ADOPTED** by the Hughson Parks and Recreation

Commission at a regular meeting thereof held on May 8, 2012, by the following

vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

---

BILLY REDDING, Chair

A TTEST:

---

THOM CLARK, Secretary

**CITY OF HUGHSON**  
**CITY COUNCIL**  
**RESOLUTION NO. 2012-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
NAMING IN MEMORIAM THE STARN PARK BASEBALL DIAMOND KEITH  
CRABTREE FIELD**

**WHEREAS**, Keith Crabtree was a member of the Hughson Parks and Recreation Commission since its inception in 2005; and

**WHEREAS**, Commissioner Crabtree served on the Hughson Parks and Recreation Commission as long as he was physically able, through 2009; and

**WHEREAS**, Commissioner Crabtree was an avid supporter of parks, recreation, and improvement of our community's youth and their physical well being; and

**WHEREAS**, Commissioner Crabtree was instrumental in the development of parks in the City as well as planning for future parks; and

**WHEREAS**, Commissioner Crabtree was instrumental in the development of parks within the City as well as planning for future parks; and

**WHEREAS**, following his untimely death, the City Council wishes to honor his service to the City of Hughson and its residents by naming the Starn Park baseball diamond after him; and

**NOW THEREFORE, BE IT RESOLVED** that the City of Council of the City of Hughson does hereby proclaim that the baseball diamond at Starn Park will hereafter be named and known as Keith Crabtree Field.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof held on June 11, 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

\_\_\_\_\_  
RAMON BAWANAN, Mayor

ATTEST:

\_\_\_\_\_  
DOMINIQUE SPINALE, Deputy City Clerk