



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

AGENDA
MONDAY, JULY 23, 2012 – 7:00 P.M.

CALL TO ORDER: Mayor Ramon Bawan

ROLL CALL: Mayor Ramon Bawan
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 July 9, 2012 Regular City Council Minutes.

3.2: Approval of the Warrants.

3.3: Rejection of claim for Damages filed by Jesse Lewis-Hassler.

- 3.4: Rejection of claim for Damages filed by Curtis Rogers.
- 3.5: Rejection of claim for Damages filed by Jim Groff.
- 3.6: Adopt Resolution No. 2012-34 approving an additional appropriation in the amount of \$100,000 to Fund 91, Miscellaneous Grants, in Fiscal Year 2012-2013 for Purchase of Five Electric Vehicles through the San Joaquin Valley Air Pollution Control District's Public Benefit Grant Program.
- 3.7: Approve an On-Call Planning Services Agreement with the City of Modesto and Authorize the City Manager to Sign the Agreement.

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1: Adoption of Resolution No. 2012-35, approving a rate increase for Waste Management Inc., for refuse, recycling, yard waste, transportation services, and the addition of new ancillary services rates.

6. NEW BUSINESS:

- 6.1: Discuss and provide direction to Staff on the National Night-Out Street Closure Procedures.
- 6.2: Consider Resolution No. 2012-36 Adopting an Amended Classification Plan for the City of Hughson.
- 6.3: Consider Resolution No. 2012-37 Ratifying a Short Term Loan from the City of Hughson to the Successor Agency of the Hughson Redevelopment Agency.
- 6.4: Consider Resolution No. 2012-38 delegating to the City Manager authority to administer and manage claims and actions against the City of Hughson or its officers or Employees, and claims and actions of the City of Hughson under the amount of \$2,500.

7. CORRESPONDENCE: None.

8. COMMENTS:

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

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

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 LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Section 54956.9:

One (1) case

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:

August 7	▪ National Night Out, contact City Hall at 883-4054 for information
August 13	▪ City Council Meeting, Council Chambers, 7:00pm
August 14	▪ Parks and Recreation Meeting, Council Chambers, 6:00pm
August 21	▪ Planning Commission Meeting, Council Chambers, 6:00pm
August 24	▪ Hughson Historical Society 12th Annual Appreciation Night of Longstanding Citizens, more information to come.
August 27	▪ City Council Meeting, Council Chambers, 7:00pm
September 10	▪ City Council Meeting, Council Chambers, 7:00pm

September 11	▪ Parks and Recreation Meeting, Council Chambers, 6:00pm
September 15-16	▪ SAVE THE DATE – HUGHSON HARVEST FESTIVAL
September 18	▪ Planning Commission Meeting, Council Chambers, 6:00pm
September 24	▪ City Council Meeting, Council Chambers, 7:00pm

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: July 20, 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.

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

Council Agendas: The City Council agenda is now available for public review at the City's website at www.hughson.org and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the

scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

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



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

MINUTES
MONDAY, JULY 9, 2012 – 7:00 P.M.

CALL TO ORDER: Mayor Ramon Bawan

ROLL CALL:

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

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
Sam Rush, Public Works Superintendent
Lisa Whiteside, Finance Manager

FLAG SALUTE: Mayor Ramon Bawan

INVOCATION: Mayor Ramon Bawan

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

No Public Comments were provided.

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 June 25, 2012 Regular City Council Minutes.
- 3.2: Approval of the Warrants.
- 3.3: Approval of Resolution No. 2012-32, setting the Appropriation Limit for Fiscal Year 2012-2013.
- 3.4: Approval of Resolution No. 2012-33, a resolution of the Hughson City Council recognizing July as Parks and Recreation month.
- 3.5: Approve the proposed MOU between the City of Hughson and the City of Hughson Employees Association represented by Operating Engineers Local Union No. 3 (OE3) and authorize the City Manager to execute the agreement.

Silva/Young 5-0-0-0 motion passes to approve items 3.1 through 3.5 of the Consent Calendar.

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1: Consider the Annual Review of Special Assessment Districts for FY 2012-2013 and adopt the following;
 - a. Resolution No. 2012-030, Approving the Annual Report for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2012-2013.
 - b. Resolution No. 2012-031, Confirming the Assessment and Ordering the Levy for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2012-2013.

Mayor Bawanani opened the public hearing at 7:04pm and questions were asked by resident Mr. Bud Hill.

Mayor Bawanani closed the public hearing at 7:07pm.

Beekman/Carr motion passes to adopt Resolution No. 2012-030, Approving the Annual Report for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2012-2013, and to adopt Resolution No. 2012-031, Confirming the Assessment and Ordering the Levy for the City of Hughson Landscaping and Lighting Districts and Benefit Assessment Districts for Fiscal Year 2012-2013.

6. NEW BUSINESS:

- 6.1:** Discussion and Direction Regarding Stanislaus LAFCO's Draft Agricultural Preservation Policy.

The Council discussed this item with Staff. Mayor Pro Tem Beekman discussed the importance of this item with the Council.

Bawanan/Silva 5-0-0-0 motion passes to concur with the opinion of LAFCO and endorse the LAFCO Agricultural Preservation Policy.

7. CORRESPONDENCE: None.

8. COMMENTS:

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

City Manager: Provided an update on the Pine Street Project and National Night out Event.

City Clerk: Provided an update on the nomination period opening for the November Election.

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

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

Councilmember Carr reminded Council about the Stanislaus County Fair and to support the FFA and 4H youth.

Councilmember Silva updated the Council on her attendance at the SDEA task force meeting and thanked Chief Gharat for his support of the City of Hughson at this meeting.

Mayor Pro Tem Beekman announced that he was appointed to the CAL LAFCO Board.

Councilmember Young updated the Council on his attendance at the Fire 2+2 Meeting and the Chamber of Commerce meeting.

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

Mayor Bawanan advised the Council that the Mayor's meeting is scheduled for July 17.

9. CLOSED SESSION: None.

10. REPORT FROM CLOSED SESSION: None.

ADJOURNMENT: Mayor Bawanan adjourned the meeting at 7:50p.m.

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk

REPORT.: Jul 19 12 Thursday
 RUN.....: Jul 19 12 Time: 16:10
 Run By.: KATHY DAHLIN

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 07-12 Bank Account.: 0100

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

fw

Check Number	Check Date	Vendor Number	Name	Net Amount	-----Payment Information-----	
					Invoice #	Description
42629	7/12/2012	ALL05	ALLIED ADMINISTRATORS	\$ 2,237.08	B20711	DELTA DENTAL 8/12
42630	7/12/2012	ATT01	AT&T	\$ 21.02	B20711	PHONE
42631	7/12/2012	CAL40	CALIFORNIA WATER	\$ 210.00	B20711	CERT RENEWAL WASTE WATER R.GREENFIELD
42632	7/12/2012	CHA01	CHARTER COMMUNICATION	\$ 84.99	B20711	IP ADDRESS 7/12
42633	7/12/2012	CLA03	CLARK'S PEST CONTROL	\$ 102.00	12948719	PEST CONTROL
				\$ 57.00	12980357	PEST CONTROL
			Check Total:	\$ 159.00		
42634	7/12/2012	HUG08	CITY OF HUGHSON	\$ 4,188.37	B20711	LLD WATER SERVICE
42635	7/12/2012	MEN05	DARIO MENDOZA	\$ 67.42	B20712	MEDICAL REIMB. D.MENDOZA
42636	7/12/2012	OPE01	OPERATING ENGINEERS LOCAL	\$ 389.00	B20711	LOCAL UNION #3 DUES
42637	7/12/2012	ORT06	ORTIZ, YASMIN	\$ 210.00	B20711	REFUND DAMAGE & KEY DEPOSIT 6/30
42638	7/12/2012	ORT07	ORTEGA, MARIA	\$ 210.00	B20711	REFUND DAMAGE & KEY DEPOSIT 6/23/12
42639	7/12/2012	POS02	POSTER COMPLIANCE CENTER	\$ 224.08	B20711	1 YR COMPLIANCE PROTECTION POSTERS
42640	7/12/2012	STA01	STANISLAUS COUNTY	\$ 6,716.29	39559	CITY'S CONTRIBUTION TO LAFCO
42641	7/12/2012	USA02	USA MOBILITY	\$ 11.63	V0190776G	PAGER SERVICE
42642	7/12/2012	ZAR00	ZARAGOSA, SOFIA	\$ 40.00	B20711	REFUND RENT - HALL /CANCELLED
42643	7/12/2012	\F002	FERREIRA, ALAN	\$ 49.34	000B20701	MQ CUSTOMER REFUND FOR FER0011
42644	7/12/2012	\G016	MARANATHA VOLUNTEERS INT,	\$ 15.08	000B20701	MQ CUSTOMER REFUND FOR GEN0005
42645	7/12/2012	STA01	STANISLAUS COUNTY	\$ 134,786.00	B20712	ABx1 26 TRUE UP RDA- PAID UNDER PROTEST
42646	7/16/2012	EMP01	STATE OF CALIFORNIA	\$ 1,296.02	B20716	PAYROLL
42647	7/16/2012	HAR02	THE HARTFORD	\$ 604.63	B20716	DEFERRED COMPENSATION
42648	7/16/2012	PER01	P.E.R.S.	\$ 7,861.41	B20716	RETIREMENT
42649	7/16/2012	STA23	CitiStreet	\$ 20.00	B20716	DEFERRED COMPENSATION
42650	7/16/2012	UNI07	UNITED WAY OF STANISLAUS	\$ 9.00	B20716	UNITED WAY
42651	7/19/2012	ABS00	ABS PRESORT	\$ 869.80	82635	UTILITY BILLS & ARSENIC NOTIFICATION 7/12
42651	7/19/2012	ABS00	ABS PRESORT	\$ 800.00	MP2012071	POSTAGE DEPOSIT 8/12
			Check Total:	\$ 1,669.80		
42652	7/19/2012	AFL01	AFLAC	\$ 941.45	261062	AFLAC
42653	7/19/2012	ARR00	ARROWHEAD MOUNTAIN SPRING	\$ 36.39	02G002566	BOTTLED WATER
42654	7/19/2012	ATT01	AT&T	\$ 1,353.37	B20719	PHONE
42655	7/19/2012	BLU00	BLUE SHIELD	\$ 10,352.00	B20717	HEALTH PREMIUMS 8/1/12
				\$ 948.00	C20717	HEALTH PREMIUMS 8/12
			Check Total:	\$ 11,300.00		

42656	7/19/2012	CAL40	CALIFORNIA WATER	\$	78.00	B20717	CERT RENEWAL COLLECTION SYSTEM A.FONTANA
42657	7/19/2012	EWI00	EWING IRRIGATION PRODUCTS	\$	117.25	5044431	LAWN SEED STARN PARK
42658	7/19/2012	GOL09	GOLD STAR PAINTING	\$	4,225.00	3910	DEPOSIT FOR WATER TANK COATING PROJ.
42659	7/19/2012	IND05	INDUSTRIAL ELECTRICAL CO	\$	2,352.00	1037717	REPAIR OF WELL #8 MOTOR
42660	7/19/2012	LEG01	LEGAL SHIELD	\$	51.80	B20716	LEGAL SVCS
42661	7/19/2012	MEN18	MENDEZ, MARTHA	\$	210.00	B20716	REFUND DAMAGE & KEY DEPOSIT 7/14
42662	7/19/2012	SAU00	SAUNDERS A/C & HEATING	\$	170.73	T2280	REPAIR AC UNIT CITY HALL
42663	7/19/2012	SPI00	SPINALE, DOMINIQUE	\$	120.57	B20718	BREAKROOM SUPPLIES & CITY MGRS MEETING
42664	7/19/2012	STA42	STANISLAUS COUNTY	\$	1,191.00	R12267410	2012-2013 1ST QTR. DEBT SERVICE
				\$	6,949.75	R12267413	2012-2013 1ST QTR. OPERATIONAL COST
			Check Total:	\$	8,140.75		
42665	7/19/2012	WAR00	WARDEN'S OFFICE	\$	91.75	1753354-0	OFFICE SUPPLIES
				\$	402.62	1754237-0	OFFICE SUPPLIES
				\$	17.35	1754237-1	OFFICE SUPPLIES
			Check Total:	\$	511.72		
42666	7/19/2012	EXP00	EXPRESS PERSONNEL SERVICE	\$	526.50	111980272	EXTRA HELP 6/24/12
42667	7/19/2012	FGL00	FGL ENVIRONMENTAL	\$	58.00	234285A	WELL WATER MONITORING
				\$	58.00	234454A	WWTP TESTING
42667	7/19/2012	FGL00	FGL ENVIRONMENTAL	\$	58.00	234775A	WELL WATER MONITORING3
				\$	58.00	235030A	WWTP TESTING
				\$	490.00	235447A	WELL WATER MONITORING
				\$	76.00	235448A	WELL WATER TESTING
				\$	280.00	235449A	WELL WATER TESTING
			Check Total:	\$	1,078.00		
42668	7/19/2012	GIB00	GIBBS MAINTENANCE CO	\$	1,075.00	13290	JANITOR SVCS FOR JUNE
42669	7/19/2012	IND05	INDUSTRIAL ELECTRICAL CO	\$	803.23	1037293	SERVICE CALL WELL #8 MOTOR
42670	7/19/2012	NEU01	NEUMILLER & BEARDSLEE	\$	1,200.00	249367	LEGAL SVCS-GENERAL 6/12
				\$	4,162.54	249372	LEGAL SVCS-GENERAL 6/12
				\$	341.05	249373	LEGAL SVCS- SPECIAL 6/30
				\$	460.00	249374	LEGAL SVCS- SPECIAL 6/12
			Check Total:	\$	6,163.59		
42671	7/19/2012	SAF01	SAFETLITE	\$	193.02	286341	PARKING STOPS FOR WWTP
42672	7/19/2012	SAF02	SAFETY-KLEEN CORP.	\$	299.44	57963207	RENTAL & SVC OF PARTS CLEANER
42673	7/19/2012	SAU00	SAUNDERS A/C & HEATING	\$	328.59	T1046	REPAIR AC UNIT IN COMPUTER ROOM
42674	7/19/2012	SHR02	SHRED-IT CENTRAL CA	\$	111.72	940052135	SHREDDING
			Cash Account Total:	\$	201,268.28		
			Total Disbursements:	\$	201,268.28		



**CITY OF HUGHSON AGENDA ITEM NO. 3.3
SECTION 3: CONSENT CALENDAR**

Meeting Date: July 23, 2012
Presented By: Dominique Spinale, Management Analyst
Subject: Rejection of Claim

Approved:

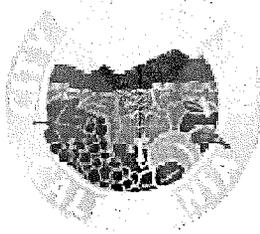


Staff Recommendation:

Staff recommends that the City Council reject the attached claim, as recommended by risk management.

A copy of the claim is attached for your review.

City of Hughson
7018 Pine Street * PO Box 9
Hughson, CA 95326
(209) 883-4054 Fax (209) 883-2638



RECEIVED

6/22/2012

BY [Signature]
CITY OF HUGHSON
PLANNING/BUILDING

CLAIM FORM
Form B

CLAIM AGAINST CITY OF HUGHSON

Claimant's Name: JESSE LEWIS HASSLER, JR., minor, through his Guardian, LORI DONAHOU-COOK

DOB: (Minor) Gender: Male Female

Claimant's address: 1108-3 Cedar Creek Drive, Modesto, CA 95355

Address where notices about claim are to be sent, if different from above: Roger A. Dreyer, Esq.,
Dreyer Babich Buccola Wood Campora, LLP, 20 Bicentennial Circle, Sacramento, CA 95826

Date of incident/accident: December 30, 2011

Date injuries, damages, or losses were discovered: December 30, 2011

Location of incident/accident: Please see attachment

What did entity or employee do to cause this loss, damage, or injury: Please see attachment

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Please see attachment

What specific injuries, damages, or losses did claimant receive? Please see attachment

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" (see Government Code 910(f)) Damages exceed \$10,000. This will be an unlimited civil case.

How was this amount calculated (please itemize)? Please see attachment

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 6-21-12 Signature: [Signature]

If signed by representative:
Representative's Name: Roger A. Dreyer, Esq. Address: 20 Bicentennial Circle
Sacramento, CA 95826

Telephone #: (916) 379-3500 Relationship to Claimant: Attorney

1 ROGER A. DREYER, ESQ. / SBN: 095462
STACEY L. ROBERTS, ESQ. / SBN: 237998
2 **DREYER BABICH BUCCOLA WOOD CAMPORA, LLP**
20 Bicentennial Circle
3 Sacramento, CA 95826
Telephone: (916) 379-3500
4 Facsimile: (916) 379-3599

5 Attorneys for Claimant

6
7
8 BEFORE THE BOARD OF SUPERVISORS

9 CITY OF HUGHSON

10
11 LORI DONAHOU-COOK on behalf of
Claimant JESSE LEWIS HASSLER, JR.,
12 a minor,

**ATTACHMENT TO CLAIM FOR
WRONGFUL DEATH DAMAGES**

13 against the

14 CITY OF HUGHSON

15
16 **TO THE BOARD OF SUPERVISORS, CITY OF HUGHSON:**

17 LORI DONAHOU-COOK on behalf Claimant JESSE LEWIS HASSLER, JR., a minor,
18 hereby makes a claim for damages for the wrongful death of JESSE LEWIS HASSLER, JR.'s
19 mother, Mary Ann Donahou, as the result of an incident that occurred on December 30, 2011
20 on Santa Fe Avenue approximately 118 feet south of Charles Street in the City of Hughson,
21 County of Stanislaus, State of California. Minor Claimant, JESSE LEWIS HASSLER, JR., is the
22 sole legal heir and survivor of his mother, Decedent Mary Ann Donahou. LORI DONAHOU-
23 COOK is the minor Claimant JESSE LEWIS HASSLER, JR.'s aunt and Decedent Mary Ann
24 Donahou's sister and will Petition the Court to be appointed Guardian *ad Litem* of minor
25 Claimant JESSE LEWIS HASSLER, JR. in this matter concurrently with filing of the Complaint.

26 Claimants hereby make these claims and allege as follows:

27 1. Claimant's name is JESSE LEWIS HASSLER, JR. and he resides with LORI
28 DONAHOU-COOK. Their address is 1108-3 Cedar Creek Drive, Modesto, CA 95355.

1 2. The address to which Claimants desire all correspondence and notices in this
2 matter to be sent in the address of their attorney, as follows:

3 c/o Roger A. Dreyer, Esq.
4 Stacey L. Roberts, Esq.
5 Dreyer Babich Buccola Wood Campora, LLP
6 20 Bicentennial Circle
7 Sacramento, CA 95826

8 3. On December 30, 2011, Decedent Mary Ann Donahou was killed as a result of
9 the negligent conduct of the CITY OF HUGHSON employees (identities not yet known), all of
10 whom were employees of the CITY OF HUGHSON (including but not limited to the CITY OF
11 HUGHSON Police Services), acting within the course and scope of their employment. As such,
12 the CITY OF HUGHSON is responsible to Claimant pursuant to Government Code Sections
13 815.2(a) and 820(a).

14 4. According to the California Highway Patrol Multidisciplinary Accident
15 Investigation Team ("MAIT"), the agency responsible for preparing the investigative report
16 regarding the subject incident, the report is not finalized but may possibly contain the
17 identities of many involved in this incident. On information and belief, employees of various
18 public entities may have been involved in the subject incident, including the CITY OF TURLOCK
19 (Turlock Police Department), and the CITY OF HUGHSON (the CITY OF HUGHSON Police
20 Services). Investigation is ongoing.

21 5. On December 30, 2011, the CITY OF HUGHSON employees responded to a drive
22 by shooting in the vicinity of 2630 Santa Fe Avenue in the City of Hughson, County of
23 Stanislaus, State of California. On information and belief, the CITY OF HUGHSON employees
24 negligently failed to follow procedures and standards, while responding to, handling and
25 preserving the drive by shooting scene at 2630 Santa Fe Avenue. The CITY OF HUGHSON
26 employees negligently failed to conduct appropriate crime scene/perimeter containment and
27 security, traffic control, roadblocks, and various other safety measures necessary to protect
28 other responders to the scene, including Mary Ann Donahou who was working for the County of
Stanislaus in the capacity as a Crime Scene Technician and was a responder to the subject
drive by shooting scene. At the same general time and location, Elizabeth Quiroga was

1 operating a 2000 Suzuki Grand Vitara on Santa Fe Avenue, and John Neufeld was operating a
2 2000 Chevrolet Silverado on Santa Fe Avenue. As a direct result of the CITY OF HUGHSON
3 employees' negligence, Mary Ann Donahou was killed after being struck by Elizabeth Quiroga's
4 vehicle and possibly John Neufeld's vehicle, thereby causing Mary Ann Donahou's death and
5 damages to minor Claimant JESSE LEWIS HASSLER, JR.

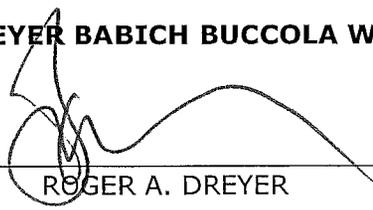
6 6. The CITY OF HUGHSON is further liable to Claimant based upon the negligence
7 of its employees in the course and scope of their employment, in that its employees (whose
8 identities are not currently known) negligently hired, trained, supervised, retained and
9 monitored its other employees (whose identities are not yet known) responding to, handling
10 and preserving the drive by shooting scene at 2630 Santa Fe Avenue. As a direct result of the
11 CITY OF HUGHSON employees' negligence, Mary Ann Donahou was killed, thereby causing
12 Mary Ann Donahou's death and damages to minor Claimant JESSE LEWIS HASSLER, JR.

13 7. As a direct result of the subject incident, minor Claimant JESSE LEWIS
14 HASSLER, JR. sustained all elements of wrongful death damages as described in CACI 3921,
15 including but not limited to, economic damages consisting of (1) the value of lost financial and
16 other support from the Decedent, (2) the value of gifts or benefits that the Decedent would
17 have provided, (3) the value of funeral and burial expenses, and (4) the reasonable value of
18 household services that the Decedent would have provided. Minor Claimant JESSE LEWIS
19 HASSLER, JR. sustained non-economic damages consisting of loss of the Decedent's love,
20 companionship, comfort, care, assistance, protection, affection, society, moral support,
21 training and guidance. Minor Claimant JESSE LEWIS HASSLER, JR.'s damages exceed
22 \$10,000. This will be an unlimited civil case.

23 WHEREFORE, LORI DONAHOU-COOK on behalf of Claimant JESSE LEWIS HASSLER, JR.,
24 a minor, requests that the CITY OF HUGHSON approve this Claim.

25 DATED: June 21, 2012

DREYER BABICH BUCCOLA WOOD CAMPORA, LLP

26
27 By: 
28 ROGER A. DREYER



**CITY OF HUGHSON AGENDA ITEM NO. 3.4
SECTION 3: CONSENT CALENDAR**

Meeting Date: July 23, 2012
Presented By: Dominique Spinale, Management Analyst
Subject: Rejection of Claim

Approved:



Staff Recommendation:

Staff recommends that the City Council reject the attached claim, as recommended by risk management.

A copy of the claim is attached for your review.



City of Hughson
7018 Pine Street * PO Box 9
Hughson, CA 95326
(209) 93-4054; Fax (209) 883-2638

JUL - 2 2012

**CITY OF HUGHSON
CLAIM FORM**

CLAIM AGAINST City of Hughson

Claimant's name: Curtis Rogers (Name of Entity) SS#: _____ JOB: _____

Claimant's address: _____; Hughson Phone # _____

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: 5/5/12

Date injuries, damages, or losses were discovered: same day

Location of incident/accident: 2300 Block of Tully

What did entity or employee do to cause this loss, damage, or injury? unloading trash from back of truck and dropped it down the driver's side of the truck
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? driver of bobcat

What specific injuries, damages, or losses did claimant receive? small dent to side of truck

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$ 452.82

How was this amount calculated (please itemize)? see attached Hampton's Autobody estimate

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 7/2/12 Signature: Curtis Rogers

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____

JUL - 2 2012

Date: 7/2/2012 12:16 PM
Estimate ID: 2782
Estimate Version: 0
Preliminary
Profile ID: Mitchell

HAMPTON'S AUTOBODY & RESTORATIONS

MAIL CHECKS TO PO BOX 1036 NOT 2609 TULLY RD SUITE b8, HUGHSON, CA 95326-1036
(209) 883-9955
Fax: (209) 883-9956
Email: hamptonsab@sbcglobal.net
Tax ID: 20-1839458 BAR #: AK241994 EPA #: CAL000289016

Damage Assessed By: Mike Hampton

Payer: Customer

Deductible: NONE

Owner: curtis rogers

Mitchell Service: 914624

Description: 2001 Ford Pickup F250 XL
Body Style: 4D Pkup 7' Bed 156" WB
OEM/ALT: O
Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER STEERING, ANTI-LOCK BRAKE SYS.
FOG LIGHTS, TINTED GLASS, AM/FM STEREO, FRONT BENCH SEAT, POWER DISC BRAKES
STEP BUMPER

Drive Train: 6.8L Inj 10 Cyl 4WD
Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Pickup Bed</u>							
1	401460	REF	BLEND	L Bed Outer Side Panel			2.1*
2	401475	BDY	REPAIR	L Pickup Bed Side Panel	Existing		0.6* #
3	403156	BDY	REMOVE/REPLACE	L Pickup Bed Decal	YC3Z 9925622 AAB	43.33	0.2
<u>TRUCKS</u>							
4	931109	BDY	REMOVE/INSTALL	TOOLBOX	Existing		0.5*
<u>Pickup Bed</u>							
5	402665	BDY	REMOVE/INSTALL	L Pickup Bed Rail Moulding	Existing		0.4 r
<u>Rear Lamps</u>							
6	401689	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.2
<u>Rear Bumper</u>							
7	401737	BDY	REMOVE/INSTALL	Rear Bumper Assy			0.6
<u>Additional Costs & Materials</u>							
8			ADD'L COST	Paint/Materials		73.50 *	
9			ADD'L COST	Hazardous Waste Disposal		5.00 *	

* - Judgment Item

- Labor Note Applies

r - CEG R&R Time Used For This Labor Operation

JUL - 2 2012

Date: 7/ 2/2012 12:16 PM
 Estimate ID: 2782
 Estimate Version: 0
 Preliminary
 Profile ID: Mitchell

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	2.5	70.00	0.00	0.00	175.00	Taxable Parts	43.33
Refinish	2.1	70.00	0.00	0.00	147.00	Sales Tax @ 7.375%	3.20
Non-Taxable Labor					322.00	Total Replacement Parts Amount	46.53
Labor Summary	4.6				322.00		
 						IV. Adjustments	Amount
III. Additional Costs					Amount	Insurance Deductible	0.00
Taxable Costs					78.50	Customer Responsibility	0.00
Sales Tax @ 7.375%					5.79		
Total Additional Costs					84.29		
Paint Material Method: Rates Init Rate = 35.00 , Init Max Hours = 99.9, Addl Rate = 35.00							
						I. Total Labor:	322.00
						II. Total Replacement Parts:	46.53
						III. Total Additional Costs:	84.29
						Gross Total:	452.82
						IV. Total Adjustments:	0.00
						Net Total:	452.82

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.



**CITY OF HUGHSON AGENDA ITEM NO. 3.5
SECTION 3: CONSENT CALENDAR**

Meeting Date: July 23, 2012
Presented By: Dominique Spinale, Management Analyst
Subject: Rejection of Claim

Approved:

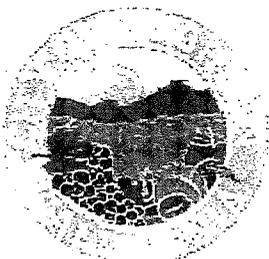


Staff Recommendation:

Staff recommends that the City Council reject the attached claim, as recommended by risk management.

A copy of the claim is attached for your review.

City of Hughson
7018 Pine Street * PO Box 9
Hughson, CA 95326
(209) 883-4054 Fax (209) 883-2638



CLAIM FORM
Form B

RECEIVED
JUL - 6 2012

CLAIM AGAINST CITY OF HUGHSON (Name of Entity) **City Clerk's Office**
City of Hughson

Claimant's name: JIM GROFF

SS#: _____ DOB: _____ Gender: Male Female _____

Claimant's address: 2 _____ HUGHSON

Address where notices about claim are to be sent, if different from above: SAME AS ABOVE

Date of incident/accident: UNKNOWN

Date injuries, damages, or losses were discovered: _____

Location of incident/accident: SAME AS ABOVE

What did entity or employee do to cause this loss, damage, or injury? _____

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? SEE REVERSES

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

NONE

How was this amount calculated (please itemize)? CITY WORKER EXPRESSED A VALUE
OF \$238⁰⁰

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 7/3/12 Signature: [Signature]

If signed by representative:
Representative's Name _____ Address _____
Telephone # _____
Relationship to Claimant _____

We moved into the residence October 2009, the house was built March 2009, and the trees were planted during that time frame. The trees on the side of the house are ok, but the tree in the front has never grown compared to neighbors, and currently is deteriorating.

A handwritten signature in black ink, appearing to be a stylized letter 'S' or similar, located at the end of the text block.



CITY OF HUGHSON AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: July 23, 2012
Presented By: Thom Clark, Director of Community Development
Subject: Additional Appropriation in the Amount of \$100,000 to Fund 91, Miscellaneous Grants, in Fiscal Year 2012/2013 for Purchase of Five Electric Vehicles Through the San Joaquin Valley Air Pollution Control District's Public Benefit Grant Program.

Approved: _____

Staff Recommendation:

Adopt Resolution No. 2012-34, approving an additional appropriation in the amount of \$100,000 to Fund 91, Miscellaneous Grants, in Fiscal Year 2012-2013 for Purchase of Five Electric Vehicles through the San Joaquin Valley Air Pollution Control District's Public Benefit Grant Program.

Background:

At its regularly scheduled meeting of September 21, 2011 the City Council adopted Resolution No. 2011-070, A Resolution of the City Council of the City of Hughson Authorizing the Submittal of a Grant Application to the San Joaquin Valley Air Pollution Control District for Purchase of New Alternative Fuel Vehicles Through the Public Benefit Grant Program and Further Authorizing the City Manager to Implement the New Vehicle Project and Sign All Necessary Documents Related Thereto.

Discussion:

Five electric vehicles were purchased through this program for a total cost of \$100,000. We have taken possession of all five vehicles but have returned one to the dealer for warranty work. We are withholding payment until the last vehicle is returned in new operating condition.

At the September 11, 2011 meeting staff informed the City Council that if the grant was successful we would return for an additional appropriation. We did receive the grant and have just been invoiced by the dealer, so the additional appropriation will be in the current fiscal year.

Fiscal Impact:

The alternative vehicle purchase program is revenue neutral. As with most grants it is reimbursable. We pay the dealer and then submit an invoice to the Air Pollution Control District. An additional appropriation of \$100,000 is needed in Fund 91, Miscellaneous Grants, so that we may receive the grant funds and pay the dealer.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2012-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF
\$100,000 TO FUND 91, MISCELLANEOUS GRANTS, IN FISCAL YEAR
2012/2013 FOR PURCHASE OF FIVE ELECTRIC VEHICLES THROUGH THE
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT'S PUBLIC
BENEFIT GRANT PROGRAM**

WHEREAS, at its regular meeting of September 23, 2011, the City Council approved an application for grant funds in the amount of \$100,000 for purchase of alternative fuel vehicles through the San Joaquin Valley Air Pollution Control District's Public Benefit Grant Program; and

WHEREAS, an additional appropriation is needed in the current fiscal year to receive and expend the grant funds; and

WHEREAS, the City has received the vehicles and been invoiced for them by the dealer, Cabral Western Motors; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hughson does hereby approve an additional appropriation in the amount of \$100,000 to Fund 91, Miscellaneous Grants, in fiscal year 2012/2013 to enable purchase of five electric vehicles through the San Joaquin Valley Air Pollution Control District's Public Benefit Grant Program.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 23rd day of July, 2012 by the following roll call votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: July 23, 2012
Presented By: Thom Clark, Director of Community Development
Subject: Approve an On-Call Planning Services Agreement with the City of Modesto and authorize the City Manager to sign the agreement.

Approved: _____

Staff Recommendation:

Staff recommends approving an On-Call Planning Services Agreement with the City of Modesto and Authorizing the City Manager to Sign the Agreement.

Background:

Last fiscal year the City of Hughson had an agreement with the City of Modesto to have that city provide planning services to us for two days per week. The position was eliminated at the beginning of this fiscal year due to budget constraints.

Discussion:

Staff is proposing signing another agreement with the City of Modesto, for on-call services. From time to time issues come up that staff cannot handle, due to workload or other issues. In the past, the City of Hughson has maintained these types of contracts with private consulting planning firms. The City of Modest planning services have shown themselves to be first quality and at a substantially lower rate than consultants.

This agreement is intended to have a Modesto planner assist with the grant funded Resource Conservation Plan (formerly Climate Action Plan). There is sufficient funding for staff time in the grant to allow outside services.

Fiscal Impact:

None.

Legal Review:

The City Attorney has reviewed the agreement and has approved it as to form.

Attachments:

1. Planning Services Agreement with the City of Modesto
2. Exhibit A to the Agreement

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF MODESTO, a municipal corporation of the State of California, (hereinafter referred to as "COM") and the City of Hughson, a municipal corporation of the State of California, (hereinafter referred to as "City").

This Agreement is made with regard to the following recitals:

- A. The City has determined that it has need for Planning services.
- B. The COM represents that it has qualified Senior Planners able to provide planning services and that the COM is willing and able to provide planning services as outlined in this Agreement on behalf and in accord with the City's ordinances and regulations and as defined in the scope of work, attachment A.

NOW, THEREFORE, in consideration of this Agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES.

COM shall undertake and complete the scope of work as set forth and described in the documents attached hereto and referred to as Exhibit "A". The COM shall perform the services as described in Exhibit "A" in a manner compatible with the standards of its profession, on behalf and in accord with the city's ordinances and regulations and to the satisfaction of City.

2. EFFECTIVE DATE AND TERM OF AGREEMENT.

A. Effective Date.

Regardless of the date of execution of this Agreement, this Agreement shall be deemed effective as of July 1, 2012 (Effective Date). City hereby gives

COM notice to proceed with the project in the manner described in Exhibit "A", as of the Effective Date of this Agreement. COM shall diligently proceed with the providing of planning services to City.

B. Term.

Regardless of the date of execution of this Agreement, the term of this Agreement ("Term") shall commence on July 1, 2012 and terminate on June 30, 2013, unless terminated earlier in accordance with the provisions of Section 13 of this Agreement.

3. COMPENSATION.

For the services identified in Exhibit A, the City shall pay to the COM as compensation for services performed by the COM the weighted with overhead hourly salary cost of fifty-three dollars and fifty-three cents (\$53.53) for each Senior Planner providing planning services to City, payable on a monthly basis, commencing July 1, 2012 and each month thereafter. The COM shall notify the City in writing of any changes to the weighted with overhead hourly salary cost at least 60 days before such changes are implemented. City shall also reimburse COM for mileage traveled from Tenth Street Place to the City of Hughson City Hall located at 7018 Pine Street, Hughson, California, and returning to Tenth Street Place.

Invoices submitted for payment by the City shall contain, at a minimum, the number of hours, the name of the Planner, and the name of the project or projects and the tasks performed associated with each billable hour.

4. SUPPLIES, EQUIPMENT AND MATERIALS.

Unless otherwise required by this Agreement, City shall provide all supplies, equipment, materials and reasonable workspace needed for the performance of the services required under this Agreement.

5. OWNERSHIP OF DOCUMENTS/TITLE TO DATA.

A. Ownership of Documents.

All reports, drawings, designs, graphics, working papers and other incidental work or materials furnished hereunder shall become and remain the property of the City, and may be used by City as it may require without any additional cost to City. No reports shall be used by the COM for purposes other than this Agreement without the express prior written consent of City.

B. Title to Data.

If, as a part of the Agreement, COM is required to produce data such as, but not limited to, drawings, plans, specifications, calculations, models, flow diagrams, visual aids and other related materials, the originals of all such data generated under this Agreement will be delivered to City upon the completion or termination of services under the contract.

All materials, documents, data or information obtained from the City data files or any City medium furnished to COM in the performance of this Agreement will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by COM after termination of this Agreement without written consent of the City.

6. NEWS AND INFORMATION RELEASE.

COM agrees that it will not issue any news releases in connection with this Agreement, including but without limitation, the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and written approval of said news releases from City through the City Manager.

7. CITY EMPLOYEES.

All personnel provided by COM in the performance of this Agreement shall be COM officers, employees or contractors while engaged in such performance and not employees of City. The relationship between COM and City is that of an independent contractor and the employee is employed by the independent contractor. City shall have no liability for any salaries, wages, workers' compensation or incidental personnel expenses to COM beyond the compensation specified in this Agreement.

8. AMENDMENTS.

Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement, for City or COM to modify the scope of services provided for under this Agreement. Until an amendment is so executed, City will not be responsible to pay any charges COM may incur in performing such additional services, nor shall COM be required to perform any such additional services.

9. ASSIGNMENT.

Neither this Agreement nor any portion thereof shall be subcontracted or assigned without the express prior written consent of the City in each and every instance.

10. PATENT/COPYRIGHT MATERIALS.

Unless otherwise expressly provided in the contract, City shall own and be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement.

13. TERMINATION OF AGREEMENT.

A. Termination on Occurrence of Stated Events

This Agreement shall terminate automatically on the date on which any of the following events occur:

B. Termination by City for Default of COM.

Should COM default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement by giving written notification to COM. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include, but not limited to, any of the following: failure to perform required services or duties, willful destruction of City's property by COM, dishonesty or theft.

C. Termination by COM for Default of City.

Should City default in the performance of this Agreement or materially breach any of its provisions, at its option COM may terminate this Agreement by giving written notice to City. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with COM, willful destruction of COM's property by City, dishonesty or theft.

D. Termination by City for Lack of Budgeted Funds.

The City may terminate this Agreement upon the City's determination that it does not have sufficient funds for this Agreement. In such event City shall give COM not less than 30 days written notice.

E. Termination for Failure to Make Agreed-Upon Payments.

Should City fail to pay COM all or any part of the payments set forth in this Agreement on the date due, at its option COM may terminate this Agreement if the failure is not remedied within thirty (30) days after COM notifies City in writing of such failure to pay. The termination date shall be the effective date of the notice.

F. Voluntary Termination.

The parties may terminate this contract upon mutual written Agreement.

G. Termination Date.

This Agreement shall terminate on June 30, 2013.

H. In the Event of Termination.

If this Agreement is terminated pursuant to this Paragraph 13, COM shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If City so requests, and at City's cost, COM shall provide sufficient oral or written status reports to make City reasonably aware of the status of COM's work on the project. Further, if City so requests, and at City's cost, COM shall deliver to City any work products whether in draft or final form which have been produced to date.

If this Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay COM an amount based on the percentage of work completed on the termination date for that portion of services which COM has performed prior to the termination date.

14. INDEMNITY.

City shall hold harmless, defend and indemnify COM its officers and employees, against any and all costs, expenses, claims, suits and liability for errors and omissions, and for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of COM, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work services, or functions to be performed under this Agreement.

COM, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of City, nor of any officer or employee thereof, and City shall hold harmless, defend and indemnify COM, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to herein, or in any way connected with any work, services, or functions to be performed under this Agreement.

15. SEVERABILITY.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this

Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

16. OTHER NECESSARY ACTS.

Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

17. CONSTRUCTION.

Each reference in this Agreement to the Agreement shall be deemed to refer to the Agreement, as the Agreement may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both COM and CITY, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The language of each and all paragraphs, terms and/or provisions of this Agreement shall, in all cases and for any and all purposes, be construed as a whole, according to its fair and customary meaning.

18. CAPTIONS/TITLES OF SECTIONS.

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this agreement.

19. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended to and does not create any third party beneficiary rights. No person or entity shall be deemed to be a third party beneficiary hereof and nothing in this Agreement (either expressed or implied) is intended to confer upon any person or

entity, other than COM and City, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

20. LEGAL ACTION.

Either party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, interpret and/or enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, recover damages for any default, enforce by specific performance the obligations and rights of the parties hereto, or to obtain any remedies consistent with the purpose of this Agreement.

21. ATTORNEY'S FEES.

In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any other costs incurred in that proceeding in addition to any other relief to which it is entitled.

22. ENTIRE AGREEMENT, COUNTER PARTS AND EXHIBITS.

This Agreement is executed in duplicate, each of which is deemed to be an original. This Agreement consists of thirteen pages and one Exhibit which constitute in full, the final and exclusive understanding and agreement of the parties and supercedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof.

23. AMENDMENTS.

This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto. No amendment or modification of this Agreement shall be valid or enforceable unless written and signed by all parties hereto.

24. WAIVER.

Any waivers of the provisions of this Agreement or any breach of covenants or conditions contained in this Agreement shall be effective only if in writing and signed by the appropriate and authorized representative of COM and City. A waiver of one provision or breach shall not be considered as a continuing waiver, shall not constitute a waiver of any other conditions or covenants, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

25. CALIFORNIA LAW.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be in Stanislaus County, California.

26. REPRESENTATIONS OF AUTHORITY.

Each person signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

27. FULL OPPORTUNITY TO REVIEW AND CONSULT.

The parties hereto acknowledge and agree that prior to executing this Agreement they have had a full and fair opportunity to review and ask questions about the Agreement and to consult with counsel and other persons of their choosing in order to fully understand the terms and provisions set forth in this Agreement.

28. AUDIT.

The City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify COM's charges to City under this Agreement.

29. COMPLIANCE WITH LAWS.

COM shall insure compliance with all safety and hourly requirements for COM's employees, in accordance with federal, state, and county safety and health regulations and laws. COM shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2012-253, adopted by the Council of the City of Modesto on the 26 day of June, 2012, and City has caused this agreement to be duly executed in duplicate as of the Effective Date.

CITY OF MODESTO,
a municipal corporation

CITY OF HUGHSON
a municipal corporation

By 
GREG NYHOFF, City Manager

By _____
BRYAN WHITEMYER, City Manager

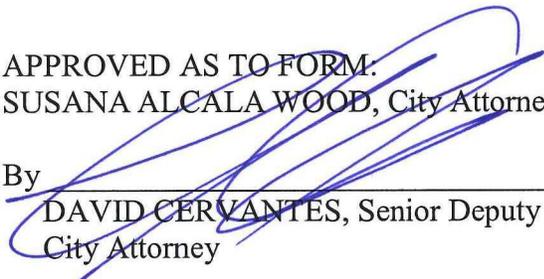
ATTEST:

ATTEST:

By 
STEPHANIE LOPEZ, City Clerk

By _____
DOMINIQUE SPINALE, Deputy City Clerk

APPROVED AS TO FORM:
SUSANA ALCALA WOOD, City Attorney

By 
DAVID CERVANTES, Senior Deputy City Attorney

APPROVED AS TO FORM:

By 
MARY AKIN, Risk Manager

EXHIBIT A

SCOPE OF DUTIES AND RESPONSIBILITIES

GENERAL

City of Modesto will dedicate one experienced Senior Planner to the City of Hughson, providing a range of services spanning the full spectrum of planning functions, including current planning, advanced (long-range) planning, environmental analysis, design review, growth management, redevelopment, highly complex staff assistance to the Planning Director and a variety of other related duties.

TOTAL HOURS OF SERVICE

The total number of hours of service by Senior Planner will be as requested by the Community Development Director of the City of Hughson and as approved by the Director of Community & Economic Development of the City of Modesto or his/her designee.

WEEKLY SCHEDULE OF SERVICE

The weekly schedule of service, shall be based upon availability of Senior Planner, type of work activity and overall work volume as requested by the Community Development Director of the City of Hughson and as approved by the Director of Community & Economic Development of the City of Modesto or his/her designee.

PLACE OF PERFORMANCE

Specific work locations and assignments will be determined on a case-by-case basis.

SENIOR PLANNER SERVICE

1. Review development proposals, subdivisions (e.g. tentative maps, parcel maps, etc.) and zoning applications (e.g. CUP's, variances, zone changes, etc.) for compliance with appropriate regulations and policies; prepare reports, conditions and recommendations.
2. Prepare general plan elements and amendments; review, process and make recommendations concerning long-range planning projects, including annexations, specific plans, and specific plan amendments.
3. Serve as project manager for a major project such as a major development, general plan, specific plan, ordinance, or policy.
4. Prepare environmental assessments pursuant to the California Environmental Quality Act.
5. Prepare staff reports for the Planning Commission, and City Council as directed.
6. Check residential, commercial and industrial development plans for compliance with zoning regulations, city policies and conditions of approval.

7. Confer with and advise project applicants (and/their representatives), architects, builders, contractors, engineers and the general public regarding City development policies and standards.
8. Respond to citizen and property owner inquiries and requests for information regarding the City's planning function or various programs.
9. Conduct research as needed to complete assigned projects.
10. Participate in public meetings as necessary.
11. Assist in preparing request for proposals;
12. Coordinate planning department activities with other City departments, outside agencies and the general public.
13. Build and maintain positive working relationships with co-workers, other City employees and the public.
14. Participate in intergovernmental coordination and cooperation, provide highly complex staff assistance to the Planning Director and perform a variety of other related duties.

AVAILABLE PERSONNEL

Following is a list of current CITY OF MODESTO'S personnel who will be available for CITY OF HUGHSON. Specific work locations and assignments will be decided on a case-by-case basis, as desired by the City of Hughson.

- Paul Liu, Senior Planner
- Cindy van Empel, Senior Planner
- Josh Bridegroom, Senior Planner

CITY OF MODESTO OBLIGATIONS

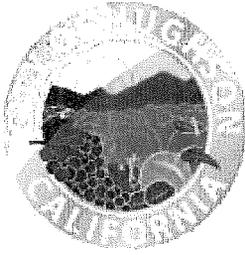
City of Modesto will be responsible for determining which of its personnel shall be assigned to perform such services as may be required to comply with the terms of this agreement.

City of Modesto shall be responsible for performing periodic performance reviews of its employees, and for evaluating the performance of its personnel.

City of Modesto shall be responsible for setting policy for the business expense reimbursement of its employees, if any.

City of Modesto shall be responsible for determining compensation and benefits of its employees.

City of Modesto shall be responsible for setting the holidays of its employees.

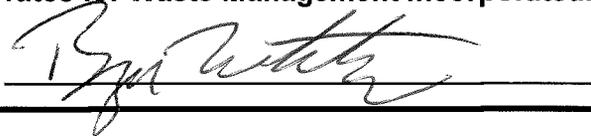


CITY OF HUGHSON AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: July 23, 2012
Presented By: Dominique Spinale, Management Analyst
Subject: A Resolution adopting a Rate Increase for Refuse, Recyclables, Yard Waste, Transportation Services, and new ancillary service rates for Waste Management Incorporated.

Approved By:



RECOMMENDATION:

Receive a presentation and additional information from Waste Management, hold Public Hearing for any public comment, and consider adopting Resolution No. 2012-35.

BACKGROUND AND OVERVIEW:

On May 8, 2012 the City of Hughson received a letter from Waste Management Incorporated requesting that it consider a rate increase for refuse, recycling, yard waste, and transportation services. The City's Franchise Agreement with Waste Management has requested the opportunity to make a presentation to the City Council to discuss the proposed rates and the reasoning behind the necessary increases.

As discussed in their request, Waste Management is proposing a total rate adjustment of 4.075% to account for the increase to the Consumer Price Index (CPI) and to recover the cost of the extraordinary fuel expense over the previous twelve months.

The request also identifies the addition of new ancillary service rates, as listed in Attachment B. The ancillary services include additional charges for the repeated replacement of containers, extra service fees per container when deemed necessary, and contamination fees to be applied after properly noticing residents of contaminated recycling issues.

The City Council was presented a power point presentation on May 29, 2012. The Council requested additional information from Waste Management to be presented at the Public Hearing presentation that was scheduled for July 23, 2012. City of Hughson Staff advertised the Public Hearing in the Hughson Chronicle on July 10 for any interested parties.

Upon closure of the public hearing, Council may review Waste Management's requests for rates increases and new ancillary services rates and determine what they wish to act on.



Winton Disposal
730 Industry Way
Atwater, CA 95301
(209) 358-1145
(209) 358-5382 Fax

May 8, 2012

Mr. Bryan Whitemyer
City Manager
City of Hughson
P.O. Box 9
Hughson, CA 95326



RE: ANNUAL RATE INCREASE REQUEST FOR REFUSE, RECYCLABLES, YARD WASTE, AND TRANSPORTATION SERVICES.

Dear Mr. Whitemyer,

Waste Management does hereby respectfully request a rate increase for refuse, recycling, yard waste, and transportation services, pursuant to the terms of our existing Agreement.

Paragraph 25 (a) and (b) of the Agreement between the City of Hughson and Waste Management states that the rates established shall be reviewed annually during the month of June, and if appropriate, adjusted effective July 1...In it's determination of any appropriate rate adjustments the City Council may consider, but not be limited to the change in the Consumer Price Index (CPI) and/or any other indices deemed appropriate for the past twelve (12) months, and/or any extraordinary increases of decreases in cost of equipment, insurance, fuel, federal, state and/or local government taxes, fee assessments, or other special costs.

The total rate adjustment that we are requesting for 2012-2013 is 04.075%. The adjustment is to account for the increase to the Consumer Price Index (CPI), and to recover the cost of the extraordinary fuel expense over the previous twelve (12) months.

The CPI increase for the past twelve (12) month equals 01.075% and 3.00% for the recovery of the extraordinary cost of diesel fuel.

Additionally, we are requesting to add new ancillary service rates, identified in the attachment as "Special and Extra Rates".

Attached for your review, please find the CPI index; calculations for extraordinary fuel cost; and all 2012-2013 Rate Schedules.

Please contact me directly at 209 358-1145 (office) 209 495-7412 (cell), or Thom Sanchez 209 481-0161 (cell), if you have any questions regarding this request. We look forward to meeting with you to discuss this matter.

Sincerely,

A handwritten signature in black ink that reads "Julie Hernandez". The signature is written in a cursive style with a large initial "J".

Julie Hernandez
District Manager

Enclosures

CC: Alex Oseguera, Area Vice President and Manager
Thomas A. Sanchez, Area Director of Business Development

CITY OF HUGHSON
RESIDENTIAL CURBSIDE RATES
EFFECTIVE SEP 1, 2012 THROUGH JUNE 30, 2013

STANDARD SERVICE	Current Rate Per Month	1.075% 2012 Fuel	3.00% 2012 CPI \$	2012 Rate
<u>1. 35 GALLON WASTE CART 1X PER WEEK</u>				
1 Waste Cart	\$ 18.65	\$ 0.20	\$ 0.56	\$ 19.41
2 Waste Carts	\$ 37.18	\$ 0.40	\$ 1.12	\$ 38.70
3 Waste Carts	\$ 56.89	\$ 0.61	\$ 1.71	\$ 59.21
<u>2. 64 GALLON WASTE CART 1X PER WEEK</u>				
1 Waste Cart	\$ 21.13	\$ 0.23	\$ 0.63	\$ 21.99
2 Waste Carts	\$ 42.05	\$ 0.45	\$ 1.26	\$ 43.76
3 Waste Carts	\$ 63.43	\$ 0.68	\$ 1.90	\$ 66.01
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>				
1 Waste Cart	\$ 33.64	\$ 0.36	\$ 1.01	\$ 35.01
2 Waste Carts	\$ 67.13	\$ 0.72	\$ 2.01	\$ 69.86
3 Waste Carts	\$ 100.12	\$ 1.08	\$ 3.00	\$ 104.20
<u>4. INITIAL AND ADDITIONAL 64 GALLON RECYCLING CARTS</u>				
First and Second Recycling Cart	No Add'l Charge			
Third and Each Additional Cart	\$ 11.91	\$ 0.13	\$ 0.36	\$ 12.40
<u>5. INITIAL AND ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>				
First, Second and Third Yard and Garden Cart	No Add'l Charge			
Fourth and Each Additional Yard and Garden Cart	\$ 11.91	\$ 0.13	\$ 0.36	\$ 12.40
PHYSICALLY IMPAIRED / SENIOR RATES ***				
<u>1. 35 GALLON WASTE CART 1X PER WEEK</u>				
35 Gallon Service as of 09/21/01 - Grandfathered Senior Rate	\$ 10.08	\$ 0.11	\$ 0.30	\$ 10.49
1 Waste Cart	\$ 16.76	\$ 0.18	\$ 0.50	\$ 17.44
2 Waste Carts	\$ 33.46	\$ 0.36	\$ 1.00	\$ 34.82
3 Waste Carts	\$ 51.21	\$ 0.55	\$ 1.54	\$ 53.30
<u>2. 64 GALLON WASTE CART 1X PER WEEK</u>				
1 Waste Cart	\$ 19.02	\$ 0.20	\$ 0.57	\$ 19.79
2 Waste Carts	\$ 37.84	\$ 0.41	\$ 1.14	\$ 39.39
3 Waste Carts	\$ 57.09	\$ 0.61	\$ 1.71	\$ 59.41
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>				
1 Waste Cart	\$ 30.28	\$ 0.33	\$ 0.91	\$ 31.52
2 Waste Carts	\$ 60.41	\$ 0.65	\$ 1.81	\$ 62.87
3 Waste Carts	\$ 90.60	\$ 0.97	\$ 2.72	\$ 94.29
<u>4. INITIAL AND ADDITIONAL 64 GALLON RECYCLING CARTS</u>				
First and Second Recycling Cart	No Add'l Charge			
Third and Each Additional Cart	\$ 11.14	\$ 0.12	\$ 0.33	\$ 11.16
<u>5. INITIAL AND ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>				
First, Second and Third Yard and Garden Cart	No Add'l Charge			
Fourth and Each Additional Yard and Garden Cart	\$ 11.14	\$ 0.12	\$ 0.33	\$ 11.16
ADDITIONAL CHARGES				
<u>1. ACTIVATION FEE</u>				
Residential, new customers	\$ 15.59	\$ -	\$ 0.47	\$ 16.06

*** Any customer who achieves this status, or becomes a new customer at this status, will be entitled to a 10% discount off the star

CITY OF HUGHSON
COMMERCIAL CONTAINER RATES
EFFECTIVE SEP1, 2012 THROUGH JUNE 30, 2013

# OF CONTAINERS	Current Rate	1.075% 2012 Fuel	3.00% 2012 CPI	New Rate Per Month
2 Cu. Yd Bin				
1x a week	\$ 98.58	\$ 1.06	\$ 2.96	\$ 102.60
2x a week	\$ 179.51	\$ 1.93	\$ 5.39	\$ 186.83
3x a week	\$ 260.67	\$ 2.80	\$ 7.82	\$ 271.29
4x a week	\$ 342.42	\$ 3.68	\$ 10.27	\$ 356.37
5x a week	\$ 422.28	\$ 4.54	\$ 12.67	\$ 439.49
3 Cu. Yd Bin				
1x a week	\$ 140.65	\$ 1.51	\$ 4.22	\$ 146.38
2x a week	\$ 262.95	\$ 2.83	\$ 7.89	\$ 273.67
3x a week	\$ 383.43	\$ 4.12	\$ 11.50	\$ 399.05
4x a week	\$ 472.85	\$ 5.08	\$ 14.19	\$ 492.12
5x a week	\$ 629.00	\$ 6.76	\$ 18.87	\$ 654.63
4 Cu. Yd Bin				
1x a week	\$ 194.49	\$ 2.09	\$ 5.83	\$ 202.41
2x a week	\$ 346.42	\$ 3.72	\$ 10.39	\$ 360.53
3x a week	\$ 506.15	\$ 5.44	\$ 15.18	\$ 526.77
4x a week	\$ 603.16	\$ 6.48	\$ 18.09	\$ 627.73
5x a week	\$ 835.75	\$ 8.98	\$ 25.07	\$ 869.80
6 Cu. Yd Bin				
1x a week	\$ 293.08	\$ 3.15	\$ 8.79	\$ 305.02
2x a week	\$ 562.09	\$ 6.04	\$ 16.86	\$ 584.99

ADDITIONAL CHARGES**ACTIVATION FEE**

Commercial, new customers	\$ 26.55	\$ -	\$ 0.80	\$ 27.35
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CITY OF HUGHSON
ROLL OFF 20 TO 40 CUBIC YARD BOX RATES
EFFECTIVE SEPT 1, 2012 THROUGH JUNE 30, 2013

	Current Rate	1.075% 2012 Fuel	3.00% 2012 CPI	New Rate Per Month
PERMANENT HIGH FREQUENCY ROLL-OFF RATES				
1. 20 yard drop box	\$ 120.58	\$1.30	\$3.62	\$125.50
2. 26/27 yard drop box	\$ 120.58	\$1.30	\$3.62	\$125.50
3. 30 yard drop box	\$ 167.13	\$1.80	\$5.01	\$173.94
4. 40 yard drop box	\$ 167.13	\$1.80	\$5.01	\$173.94
Dump Fee charged to customer				
ADDITIONAL CHARGES				
1. Per day charge after 21 days inactivity	\$ 10.39	\$0.00	\$0.31	\$10.70

**CITY OF HUGHSON
RATE ADJUSTMENT FACTOR CALCULATION - 2011**

Index Point Change

Current Year CPI	Feb-12	236.88 a
Minus Prior Year CPI	Feb-12	229.981 b
Equals Index Point Change		6.899 c

Percent Change

Index Point Change	6.899 d
Divided by Prior Year CPI	3.00% e=d/b

Consumer Price Index - All Urban Consumers

Series Id: CUURA422SA0,CUUSA422SA0

Not Seasonally Adjusted

Area: San Francisco-Oakland-San Jose, CA

Item: All items

Base Period: 1982-84=100

 [.xls](#)

Download:

 [.xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002		191.3		193		193.2		193.5		194.3		193.2	193	192.3	193.7
2003		197.7		197.3		196.3		196.3		196.3		195.3	196.4	196.8	196.1
2004		198.1		198.3		199		198.7		200.3		199.5	198.8	198.2	199.5
2005		201.2		202.5		201.2		203		205.9		203.4	202.7	201.5	203.9
2006		207.1		208.9		209.1		210.7		211		210.4	209.2	207.9	210.6
2007		213.688		215.842		216.123		216.24		217.949		218.485	216.048	214.736	217.361
2008		219.612		222.074		225.181		225.411		225.824		218.528	222.767	221.73	223.804

**CITY OF HUGHSON
EXTRAORDINARY COST ADJUSTMENT CALCULATION**

2012 Fuel Calculation

YE June 2011 Fuel Expense	57,994
~~ Fuel 2/2012	\$ 4.251
~~ Fuel 2/2011	\$ 3.804
Difference	\$ 0.45
% Increase	11.75%
Estimated 2011 Fuel Expense Increase	\$ 6,814
** 07/10-06/11 Revenue for City of Hughson	\$ 615,497
CPI for 2012	3.00%
Estimated Revenue	\$ 633,962
% Needed	1.075%

**CITY OF HUGHSON
SPECIAL AND EXTRA RATES
EFFECTIVE SEPT 1, 2012 THROUGH JUNE 30, 2013**

- | | |
|--|--------------------|
| 1. Replacement Fee: | \$75.00* |
| | |
| 2. Residential Extra Service Fee: | |
| Per Container for first dump. | a) \$5.00 |
| Each additional dump. | b) \$3.00 |
| Non-service day additional fee: | c) \$20.00 |
| | |
| 3. Commercial Extra Service Fee on Same Day Service: | |
| Per stop | a) \$18.00 |
| Per stop, plus | b) \$2.00 per yard |
| | |
| 4. Contamination Fee: | \$5.00 per dump** |

* A service charge will be applied for each cart or bin that is lost or damaged when the contractor can show a record of abuse and neglect.

** A charge will be applied for contaminated recycling or green waste after the second notice to the customer. On the second notice within any twelve month period, the contaminated cart will NOT be dumped. However, a notice will be left on the cart notifying the customer of the contamination. The customer will have the opportunity to remove the contaminants and request the contractor to return at no additional charge, for same day service. On the third notice of contamination, the contractor will service the cart as trash and charge the Contamination fee.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2012-35**

**RESOLUTION OF THE HUGHSON CITY COUNCIL APPROVING RATE INCREASES
FOR REFUSE, RECYCLABLES, YARD WASTE, TRANSPORTATION SERVICES,
AND NEW ANCILLARY SERVICE RATES**

WHEREAS, Waste Management, Inc. sent a letter to the City on May 8, 2012 requesting that the City Council consider rate increases for services due to increasing fuel costs and changes in the Consumer Price Index (CPI); and

WHEREAS, on May 29, 2012 the City Council reviewed this request and approved setting a public hearing for this matter for July 23, 2012; and

WHEREAS, on July 10, 2012 a public hearing notice was published in the Hughson Chronicle notifying the public that a hearing would take place on the proposed service rate increases at the Hughson Council Chambers on July 23, 2012; and

WHEREAS, Waste Management requested a total rate adjustment of 04.075% for 2012-2013, which includes 01.075% increase in CPI and 3.00% for the recovery of fuel costs; and

WHEREAS, the rates Waste Management requested are attached and labeled as *Exhibit A* for Residential Curbside Rates, Commercial Container Rates, and Roll Off Box Rates; and *Exhibit B*, Special and Extra Rates.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hughson that it hereby approves the service rate increases as described in this Resolution and in *Exhibits A and B*, that will take effect on September 1, 2012.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on July 23, 2012, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: July 23, 2012
Subject: Review and Approve Street Closure Procedures for National Night Out Block Parties

Presented By: Bryan Whitemyer, City Manager

Approved By: _____

RECOMMENDATION:

Review and Approve Street Closure Procedures for National Night Out Block Parties.

BACKGROUND:

National Night Out, 'America's Night Out Against Crime,' was introduced by the National Association of Town Watch (NATW) in 1984. The program was the brainchild of NATW Executive Director Matt A. Peskin.

In an effort to heighten awareness and strengthen participation in local anticrime efforts, Peskin felt that a high-profile, high-impact type of crime prevention event was needed nationally. At that time, he noted that in a typical 'crime watch community', only 5 to 7% of the residents were participating actively. Due to the growth and success of these programs, he felt this percentage was too low. Subsequently, he proposed a national program which would be coordinated by local crime prevention agencies and organizations - but that would involve entire communities at one time. The first National Night Out was introduced early in 1984 - with the event culminating on the first Tuesday in August.

That first year, 400 communities in 23 states participated in National Night Out. Nationwide, 2.5 million Americans took part in 1984. The seed had been planted. In subsequent years, participation has grown steadily. The 28th Annual National Night Out last August involved **37.0 million people in 15,110 communities from all 50 states**, U.S. territories, Canadian cities, and military bases worldwide. **National Night Out 2012 will culminate on August 7th.** Over 15,500 communities are expected to take part.

The City of Hughson is excited to support this year's National Night Out efforts and encourages families to host block parties in their respective neighborhoods.

In some cases individuals hosting block parties may want to close their street or cul-de-sac to vehicle traffic in order to enhance the safety of the block party. The City has street closure request processes in place currently but would like to propose a different process specifically for National Night Out.

Existing Process:

1. Requires processing fee of \$25.00
2. Requires proof of Insurance
3. Requires that the applicant provide own traffic barricades.
4. Requires signatures from neighbors approving street closure
5. Requires review and approval by Public Works, Law Enforcement Services, and Fire Department.

National Night Out Process:

1. Processing fee of \$25.00 waived.
2. Proof of Insurance not required since the City is sponsoring this effort.
3. Traffic barricades provided to applicant by the City.
4. Requires signatures from neighbors approving street closure
5. Requires review and approval by Public Works, Law Enforcement Services, and Fire Department. Request must be submitted by August 1, 2012.

Attached is the application packet for National Night Out participants.



City of Hughson

7018 Pine Street/P.O. Box 9 * Hughson, California 95326 * (209) 883-4054 * Fax (209) 883-2638
www.Hughson.org

NATIONAL NIGHT OUT STREET CLOSURE PERMIT APPLICATION PROCEDURE

For Purposes Other Than Construction-Related Activities

1. Please complete Items 1-2 on Page 1 of the attached Street Closure Permit Application, sign, and date the form.
2. Have Page 2 of the Street Closure Permit Application signed by all residents affected on the block of the street closure in order to process the application.
3. Return Pages 1 and 2 of the completed Street Closure Permit Application to City Hall, 7018 Pine Street. The fully completed application and fee must be submitted BY WEDNESDAY, AUGUST 1, 2012 to allow for further processing.
4. A staff member will then contact you regarding questions related to your event.
5. The Public Works Department will review your request and provide you with a traffic control plan specific to your event.
6. The City will make traffic barricades available for the applicant. The applicant will be responsible for installing and maintaining the signs, barricades and traffic control devices specified in the traffic control plan.
7. The "Street Closure Permit Application" will be routed to the Police and Fire Departments for comment. Public Works receives comment from the Police and Fire Department, you will be notified of any problems or will receive an approved permit from the Public Works Department.
8. Should you have any questions regarding the application procedure, please contact the City of Hughson at 209-883-4054.



City of Hughson

7018 Pine Street/P.O. Box 9 * Hughson, California 95326 * (209) 883-4054 * Fax (209) 883-2638
www.Hughson.org

NATIONAL NIGHT OUT STREET CLOSURE PERMIT

For Purposes Other Than Construction-Related Activities

1. Activity: __NATIONAL NIGHT OUT__
Activity Date(s): _TUESDAY, AUGUST 7, 2012_ Total Days for Closure: ___1___
Start Time(s): _____ Finish Time(s): _____
Street(s) to be closed: _____
Address Number(s) within the closed area(s) _____

Map indicating location of activity is required with application.

2. Responsible Individual:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Day _____ Night _____ Fax _____

The applicant will be responsible for providing, maintaining and installing traffic control devices necessary for the street closure according to the approved traffic control plan. During the hours of darkness, sufficient warning lights or flares shall be maintained at suitable distances to warn the approaching traffic. The applicant hereby agrees to defend, indemnify and forever holds the City of Hughson, its Officials, Employees, Volunteers or Agents harmless against each and every claim, demand or cause of action that may be made or come against it by reason of or in any way arising out of the closing or blocking of the right-of-way approved under this permit.

Applicant Signature: _____ Date: _____

3. Fire Department Comments: _____

Signed by: _____ Date: _____

4. Police Department Comments: _____

Signed by: _____ Date: _____

5. Approved by Public Works Department: _____

Signed by: _____ Date: _____



CITY OF HUGHSON AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: July 23, 2012
Presented By: Dominique Spinale, Management Analyst
Deputy City Clerk
Subject: Approve Resolution 2012-36, Adopting an Amended
Classification Plan for the City of Hughson

Approved By: _____

RECOMMENDATION:

Staff recommends adopting a Resolution amending the Classification Plan for the City of Hughson.

BACKGROUND:

During the preparation of the Fiscal Year 2010-11 Budget, staff reviewed various cost saving measures, which included review of job classifications throughout the City. During the review, staff determined that existing budget constraints did not allow funding for various positions and therefore restructured the City accordingly.

The City's Classification Plan is a composition of all positions within the City of Hughson and is adopted and/or amended by City Council. Staff has reviewed the Classification Plan and is recommending some positions be permanently deleted, as highlighted in red on the attached Exhibit "A".

FINANCIAL IMPACT:

None

ATTACHMENTS:

1. Resolution
2. Exhibit "A"

CITY OF HUGHSON Classification Plan

	Range	No. of Positions
<u>Professional & Technical Unit</u>		
Accounting Technician I	38	0
Accounting Technician II	60	2
Senior Accounting Technician	75	0
Office Assistant I	20	0
Office Assistant II	25	0
Parks & Recreation Coordinator	20	0
Redevelopment and Housing Analyst	90	0
Building Inspector	90	0
Senior Building Inspector	98	0
Code Enforcement Officer	65	0
Planning & Building Assistant	90	0
<u>Skilled Trades and Maintenance Unit</u>		
Maintenance Worker I	42	0
Maintenance Worker II	60	2
Mechanic/Maintenance Worker II	68	0
Parks Maintenance Worker I	42	0
Parks Maintenance Worker II	60	2
Senior PW Maintenance Worker	68	1
Senior Parks Maintenance Worker	68	0
Public Works Supervisor	72	0
Water Distribution System Operator	80	1
Senior Water Distribution System Operator	37	0
WWTP OIT	51	0
WWTP Operator I	67	1
WWTP Operator II	67	0
<u>Management</u>		
City Manager	171	1
City Clerk/Assistant to City Manager	110	0
Community Development Director	132*	1
Director of Administrative Services	130	0
Management Analyst	95	1
Planning & Building Director	132	0
Finance Director	130	0
Accounting Manager/Treasurer	105	1
Public Works Superintendent	95	1
Director of Public Works/City Engineer	159	0
Director of Parks & Recreation	130	0
Parks and Recreation Manager	95	0
Total City of Hughson Employees		14

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2012-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUGHSON AMENDING THE CLASSIFICATION PLAN**

WHEREAS, the City Council of the City of Hughson has adopted a Classification Plan; and

WHEREAS, during the preparation of the Fiscal Year 2010-11 Budget, staff reviewed various cost saving measures, which included review of job classifications throughout the City; and

WHEREAS, during the review, staff determined that existing budget constraints did not allow funding for various classifications and therefore restructured the City accordingly; and

WHEREAS, the City Council of the City of Hughson desires to amend the Plan by eliminating the following classifications:

City Clerk/Assistant to City Manager
Director of Parks and Recreation
Parks and Recreation Manager
Planning and Building Director
Director of Public Works/City Engineer
Senior Building Inspector

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hughson that the Classification Plan be amended as identified and incorporated herein as Exhibit "A" to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on July 23, 2012, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.3

SECTION 6: NEW BUSINESS

Meeting Date: July 23, 2012
Subject: Consider Resolution No. 2012-37 Ratifying a Short Term Loan from the City of Hughson to the Successor Agency of the Hughson Redevelopment Agency

Presented By: Bryan Whitemyer, City Manager

Approved By: _____

RECOMMENDATION:

Consider Resolution No. 2012-38 Ratifying a Short Term Loan from the City of Hughson to the Successor Agency of the Hughson Redevelopment Agency.

BACKGROUND:

On June 15, 2011 the State Legislature passed ABX1 26 dissolving all redevelopment agencies across the state effective October 1, 2011. The California Redevelopment Association (CRA) filed suit and the implementation of AB x1 26 was suspended until the California Supreme Court could rule on the matter.

On December 29, 2011 the California Supreme Court ruled to uphold AB x1 26, the redevelopment elimination bill. This ruling established the dissolution date of redevelopment agencies as February 1, 2012. At that time the City decided to serve as the Successor Agency to the Hughson Redevelopment Agency and adopted the required Recognized Obligation Payment Schedule that documents the enforceable obligations of the former redevelopment agency. The Successor Agency is to receive sufficient funds to cover these obligations.

On Wednesday, June 27, 2012 the State Legislature passed AB 1484, the redevelopment budget trailer bill, containing unconstitutional sales and property tax clawback or garnishment provisions. This legislation required successor agencies (cities) to pay its share of the December 2011 Property Tax distribution to the County Auditor-Controller by Thursday, July 12, 2012. The City received a payment demand letter from the Stanislaus County Auditor-Controller on Friday, July 6, 2012 indicating that the property tax revenue received by the Hughson Successor Agency exceeded the total enforceable obligations by \$106,776

(Attachment A). On Wednesday, July 11, 2012 the City received a revised demand letter ordering payment of \$134,786 (Attachment B). Both letters demanded payment to the County Auditor-Controller by July 12, 2012 and indicated that the Successor Agency would be subject to a civil penalty of 10 percent (10%) of the amount owed plus one and one-half percent (1 ½%) of the amount owed each month the payments were not made. Additionally, AB 1484 threatens withholding future Sales Tax revenues if payment is not made.

City staff reviewed the provided documentation and disagreed with the amount of the demanded payment. The amount requested did not take into account the enforceable obligations that the Successor Agency paid between July 2011 and December 2011 for the debt service of a tax allocation bond, \$132,065.63; grant writing consulting services, \$2,085.00; and employee salary and benefit costs, \$32,745.00. As a result, the Successor Agency did not have the funds to pay the required payment of \$134,786.

City staff had several phone conversations and email exchanges with the Auditor-Controller's Office disputing the requested payment. The staff at the Auditor-Controller's Office was very helpful and listened to all of our complaints. However, at the end of the day they indicated that they were only enforcing the adopted legislation and that there was nothing that could be done to change the required payment.

Facing significant penalties for non-payment City staff submitted payment to the County Auditor-Controller under protest (Attachment C). The funds were paid by the City as Successor Agency to the Hughson RDA using funds obtained from the City by way of a Loan Agreement (Attachment D). Due to the urgency of the matter and the inability to call a special meeting of the Council before the July 12, 2012 deadline, the City Manager entered into the Loan Agreement with the Successor Agency to preserve the ability of the Successor Agency to repay the City for the loan of the funds.

LOAN TO THE SUCCESSOR AGENCY:

The Successor Agency does not have the cash to cover the \$134,786 payment required by the State Department of Finance. AB 1484 enables the City to provide a loan to the Successor Agency to cover these costs. This loan will become an enforceable obligation of the Successor Agency and will be included on the Recognized Obligation Payment Schedule for January 2013 to June 2013. It is anticipated that the City will receive repayment of these funds during the 2013 calendar year.

Attachments:

Attachment A – July 6, 2012 Demand Letter
Attachment B – July 11, 2012 Demand Letter
Attachment C – July 12, 2012 Payment Under Protest Letter
Attachment D – July 12, 2012 Loan Agreement



AUDITOR-CONTROLLER

Lauren Klein, CPA
Auditor-Controller

1010 10TH Street, Suite 5100, Modesto, CA 95354
PO Box 770, Modesto, CA 95353-0770
Phone: 209.525.6398 Fax: 209.525.7507



July 6, 2012

Bryan Whitemyer
City Manager
Hughson Successor Agency

Dear Mr. Whitemyer,

On June 27, 2012 the California State legislature passed AB 1484 related to the Dissolution Act of Redevelopment Agencies in California. Section 34183.5(b) of the legislation discusses the property tax revenue apportioned to Successor Agencies for the period January 1, 2012 through June 30, 2012. Due to the timing of the implementation of ABx1 26, The Dissolution Act, any residual values stemming from this apportionment was not distributed to the other taxing agencies in the former Redevelopment Area.

Section 34183.5(b)(2)(A) requires the County Auditor-Controller to submit a demand for payment to those Successor Agencies whose total property tax revenue for this time period exceeded the total enforceable obligations listed on the Recognized Obligation Payment Schedule as approved by the Department of Finance. This demand for payment must be submitted to those Successor Agencies affected by this section by July 9, 2012. Please consider this letter as meeting the requirement for the demand for payment.

The property tax revenue received by Hughson Successor Agency exceeded the total enforceable obligations by \$106,776. The calculation of the amount due will be submitted with this notification as a separate document for your reference.

Per Section 34183.5(b)(2)(A) Successor Agencies are required to submit the amount demanded to the County Auditor-Controller by July 12, 2012. If a Successor Agency fails to submit this payment to the County Auditor-Controller by July 12, 2012 Section 34183.5(b)(2)(C) allows the Department of Finance or any affected taxing agency to file for a writ of mandate in the County of Sacramento only. The Successor Agency will also be subject to a civil penalty of 10 percent (10%) of the amount owed to taxing entities plus one and one-half percent (1 ½%) of the amount owed each month the payments are not made.

If you should have any questions please feel free to contact me at (209) 525-6576 or kleinl@stancounty.com.

Thank-you,

Lauren Klein, CPA
Auditor-Controller
Stanislaus County



AUDITOR-CONTROLLER

Lauren Klein, CPA
Auditor-Controller

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July 11, 2012

Bryan Whitemyer
City Manager
Hughson Successor Agency

Dear Mr. Whitemyer,

This letter represents a revised version of the demand for payment sent to you dated July 6, 2012 regarding the requirement per AB 1484 to submit to my office any residual values generated by excess property tax revenue for the period January 1, 2012 through June 30, 2012.

The original residual amount for this period was calculated to be \$106,776. Based upon the revised Recognized Obligation Payment Schedule submitted to my office on July 11, 2012 by the Finance Director of the City of Hughson the revised residual amount is now \$134,786. The revised calculation of the amount due will be submitted with this notification as a separate document for your reference.

Per Section 34183.5(b)(2)(A) Successor Agencies are required to submit the amount demanded to the County Auditor-Controller by July 12, 2012. If a Successor Agency fails to submit this payment to the County Auditor-Controller by July 12, 2012 Section 34183.5(b)(2)(C) allows the Department of Finance or any affected taxing agency to file for a writ of mandate in the County of Sacramento only. The Successor Agency will also be subject to a civil penalty of 10 percent (10%) of the amount owed to taxing entities plus one and one-half percent (1 ½%) of the amount owed each month the payments are not made.

If you should have any questions please feel free to contact me at (209) 525-6576 or kleinl@stancounty.com.

Thank-you,

Lauren Klein, CPA
Auditor-Controller
Stanislaus County



OFFICE OF THE CITY MANAGER
7018 Pine Street, P.O. Box 9
Hughson, CA 95326
(209) 883-4054 Fax (209) 883-2638
www.hughson.org



Bryan Whitemyer
City Manager
bwhitemyer@hughson.org

July 12, 2012

Lauren Klein
Auditor Controller
1010 Tenth Street, Suite 5100
Modesto, CA 95354

Re: City of Hughson as the Successor Agency to the Hughson Redevelopment Agency – Payment Under Protest of Residual Payment

Notice of Payment of Residual Payment under Protest

The City of Hughson, as the Successor Agency to the Hughson Redevelopment Agency, respectfully submits this Notice of Protest and Statement of Objections to the California Department of Finance calculation and collection of the residual payment. This letter together shall serve as a formal protest and request for refund.

This Notice of Protest is submitted to assert and preserve all rights for relief from the disputed payment as provided by the Constitution and laws of the United States, and of the State of California, including the right to restitution or refund of fees or charges paid under protest or duress as recognized under the common law and in equity.

All payments of such disputed residual payments, charges, or fees which have been or may be tendered shall be deemed to be under protest and subject to the full reservation of all rights to seek reimbursement of the residual payment, fees or charges paid, invalidation of the enactments purporting to authorize such residual payment, fees, or charges and all other forms of relief against the imposition of such residual payment, fees or charges. Regulatory circumstances require that the disputed residual payment, fees or charges be paid and the same are tendered under protest to avoid delay, and as a result of economic compulsion and duress.

This Notice of Protest should also be deemed to constitute a request for administrative review or relief from payment of the disputed residual payment, fees, or charges if any, as well as a claim for prompt refund, restitution and reimbursement of all disputed residual payments, fees or charges paid, together with interest on such disputed residual payments, fees or charges as provided for law.

Request for Documentation

This letter also constitutes our request for copies of any and all documentation (including State rules, regulations, resolutions, notices, studies, evidence and analyses) relied upon by the Department of Finance to purportedly justify the imposition of the disputed residual payment, fees or charges.

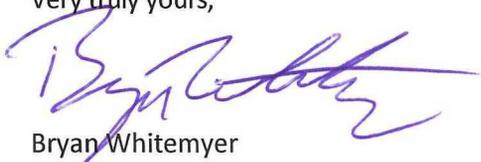
Conclusion

We reserve the right to specify further grounds for protest of the disputed residual payment upon review of the State's documentation, and in light of developments in the law in this area.

We respectfully request that the State promptly review this Notice of Protest and process our request for relief from the disputed residual payment, fees, or charges and provide us with a written response to protest. We also request that you notify us in the event that there is any available process for appeal or administrative review through the State without resort to judicial remedies. We reiterate our request for the immediate return of all disputed residual payments, fees, or charges together with interest as provided by law.

Thank you for your prompt attention to this matter. Please contact the undersigned if you have any questions pertaining to this matter.

Very truly yours,



Bryan Whitemyer
City Manager
City of Hughson

**SUCCESSOR AGENCY TO THE HUGHSON REDEVELOPMENT AGENCY
LOAN AGREEMENT AND PROMISSORY NOTE**

This document, entitled Loan Agreement and Promissory Note (hereinafter "Agreement"), is made and entered into this 12th day of July, 2012, by and between the City of Hughson (hereinafter "City"), a general law city organized under the laws of the State of California, and the Successor Agency to the Hughson Redevelopment Agency (hereinafter "Successor Agency").

Recitals

WHEREAS, the Stanislaus County Auditor Controller ("Auditor") demanded payment of the \$134,786.00 ("Payment") from the Successor Agency as a True Up Payment pursuant to AB 1484 on or before July 12, 2012 or the Successor Agency would be subject to egregious penalties, including, without limitation, a 10% penalty; and

WHEREAS, the Auditor provided very little notice of the demand in accordance with AB 1484, thus giving the Successor Agency no opportunity to call a meeting to arrange for a loan agreement with the City since the Successor Agency had insufficient funds to make the demanded payment; and

WHEREAS, the Auditor failed to provide timely information to support the calculation of the True-Up Payment before the July 12, 2012 payment deadline; and

WHEREAS, AB 1484 does not provide a procedure to object to the payment demand by the Auditor or procedure to address any errors in calculations of said payment, effectively forcing the Successor Agency into a situation where it was forced to pay the True-Up amount to avoid the egregious penalties under AB 1484; and

WHEREAS, the Successor Agency had no viable alternative other than to seek a loan from the City to make the July 12, 2012 Payment; and

WHEREAS, the Successor Agency anticipates either a return of the improperly collected True-Up payment or inclusion of the Payment in the next Recognized Obligations Payment Schedule ("ROPS") prior to the end of the 2012-2013 fiscal year; and

WHEREAS, City desires to loan the Payment to the Successor Agency to avoid the penalties that not only the Successor Agency would suffer due to a failure to make the Payment, but also the risk of the Payment amount being unlawfully extracted from the City's tax receipts as allowed in AB 1484 thereby jeopardizing the financial stability of the City during these difficult financial times; and

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall loan to Successor Agency the sum of \$134,786, which loan shall be made on July 12, 2012.

2. Successor Agency hereby promises to pay, to the order of City, at the times and in the installments hereinafter stated, for value received, the sum of specified in Exhibit "A", in payments as established in Exhibit "A".
3. Successor Agency hereby agrees that in the event of default in payment of any amount herein provided, the entire amount shall become due at the option of City. Principal and interest are payable in lawful money of the United States.
4. In case a suit instituted to collect this note, or any portion thereof, Successor Agency promises to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit.
5. Demand, presentment of payment, protest and notice of protest are hereby waived.
6. Payment may be made from any lawfully available funds of Successor Agency and as collateral security for payment by Successor Agency, of the principal sum, and the interest thereon, Successor Agency hereby assigns and transfers to City funds that the Successor Agency may receive or be entitled to receive.
7. Should said principal or sum and/or interest, or any part thereof, remain unpaid after it should have been paid, according to the terms of this agreement, the Successor Agency authorizes the City to encumber all funds and/or fees, as described in paragraph 6 hereof or any part thereof, with or without the previous demand or demands of performance of the terms of this agreement, and with or without previous notice to the Successor Agency of such encumbrance, and apply the proceeds thereof in payment of the costs and charges of such encumbrance, all interest due upon said note, and unpaid principal; the balance, if any, to be paid to City.
8. As a condition precedent to the duty of the City to make the loan specific herein, the City Council shall have approved this Agreement.
9. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the City Manager for the City and the General Manager for the Successor Agency.
10. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably necessary to carry out the provisions, intent and purpose of the Agreement.
11. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral

agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

12. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
13. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
14. This Agreement shall be binding upon the successor(s), assignee(s), or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.
15. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
16. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.
17. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.
18. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.
19. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.
20. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.
21. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor

shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

22. Each party warrants to each other that it is fully authorized and competent to enter into this Agreement in the capacity indicated by the signature(s) below and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

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

Dated: _____

SUCCESSOR AGENCY OF THE HUGHSON
REDEVELOPMENT AGENCY

By: _____
Bryan Whitemyer
Manager

CITY OF HUGHSON

By: _____
Ramon Bawan
Mayor, City of Hughson

ATTEST:

By: _____
Dominique Spinale
Deputy City Clerk, City of Hughson

APPROVED as to form:

By: _____
Daniel J. Schroeder
City Attorney, City of Hughson

EXHIBIT "A"

TOTAL LOAN SUM: \$134,786.00

REPAYMENT SCHEDULE

Period	Beginning	Interest @	Payment	Ending
Ending	Balance	2.5 %		Balance
1/31/13 □	134,786.00 □	\$3,369.65 □	□ \$138,155.65	0.00 □



CITY OF HUGHSON AGENDA ITEM NO. 6.4

SECTION 6: NEW BUSINESS

Meeting Date: July 23, 2012
Presented By: Dominique Spinale, Management Analyst
Subject: A Resolution Delegating Authority to the City Manager on claims under \$2500.

Approved: _____

Recommendation:

Staff recommends adopting Resolution No. 2012-38, delegating to the City Manager authority to administer and manage claims and actions against the City of Hughson or its officers or employees and claims and actions of the City of Hughson.

Discussion:

The City of Hughson receives claims from citizens on incidents or damages. Some of these claims are considered minor and can be handled more efficiently and effectively if delegated to the City Manager. This would lessen the Council's time reviewing claims concerning minor incidents and occurrences and increase the City's ability to address and/or settle claims in a more efficient time period. This would benefit both the City and the citizen who file their claim.

The delegation of authority to the City Manager on these claims will not exceed the amount of \$2500. Any claims higher than this amount will continue to go to the City Council for discussion and management.

All claims received by the City of Hughson will continue to be sent to the City's risk management division through the Central San Joaquin Valley Risk Management Authority (CSJVRMA). The City Manager will also continue to work in conjunction with the RMA on the administration and management of these claims.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2012-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUGHSON DELEGATING TO THE CITY MANAGER AUTHORITY TO
ADMINISTER AND MANAGE CLAIMS AND ACTIONS AGAINST THE
CITY OF HUGHSON OR ITS OFFICERS OR EMPLOYEES AND
CLAIMS AND ACTIONS OF THE CITY OF HUGHSON**

BE IT RESOLVED by the City of Hughson as follows:

1. The City Manager is hereby authorized to allow, deny, settle, or compromise any claim or action for money or damages against the City of Hughson or its officers or employees, provided its disposition is not otherwise directed by the City Council or by statute, ordinance, resolution, insurance policy or agreement, subject to the following conditions:
 - (a) The amount to be paid pursuant to such allowance, settlement, or compromise does not exceed \$2,500.
 - (b) If the amount to be paid exceeds \$2,500, the approval of the City Council of the City of Hughson is first obtained.
 - (c) If the claim is in litigation, concurrence of the City Attorney or other legal counsel retained by the City of Hughson representing the City of Hughson, or its officers or employees, is obtained.

2. The City Manager is hereby authorized to collect, settle compromise, release or dismiss any claim of the City of Hughson provided its disposition is not otherwise directed by the City Council or by statute, ordinance, resolution, insurance policy or agreement, subject to the following conditions:
 - (a) The amount of the claim does not exceed \$2,500 or, if it does, the amount to be paid is not less than ninety (90) percent of the amount of the claim.
 - (b) If the amount to be paid exceeds \$2,500, and the amount to be paid is less than ninety (90) percent of the amount of the claim, the approval of the City Council of the City of Hughson is first obtained.
 - (c) If the claim is in litigation, the concurrence of the City Attorney or other legal counsel retained by the City of Hughson representing the City of Hughson is obtained.

3. The City Manager is hereby authorized to delegate his authority as set forth above, or any part thereof, subject to such conditions as he may deem appropriate, to any subordinate officer or employee of the City of Hughson.

PASSED AND ADOPTED by the City Council of the City of Hughson at a regular meeting held on July 23, 2012, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk