



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

**AGENDA**  
**MONDAY, MAY 14, 2012 – 7:00 P.M.**

**CALL TO ORDER:** Mayor Ramon Bawanan

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

**FLAG SALUTE:**

**INVOCATION:**

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**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:**

2.1: A Proclamation of the Hughson City Council recognizing May as Asthma Awareness Month.

**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 April 23, 2012 Regular City Council Minutes.
- 3.2: Approval of the Warrants for the Month(s) of April and May.
- 3.3: Approval of three (3) re-appointments to the Parks and Recreation Commission.
- 3.4: Follow-up on the Santa Fe Crossing Time Extension- Information Only.
- 3.5: Approval of a Professional Services Agreement with Environmental Science Associates (ESA) to Develop a Model Climate Action Plan Pursuant to the Proposition 84 Grant for the Stanislaus County Regional Sustainability Toolbox.
- 3.6: Approval of Resolution No. 2012-23, Authorizing an Additional Appropriation to Fund 60-350-6202 in the Amount of \$13,400 for Consulting Chief Wastewater Plant Operator Services from Environmental Management Services.

#### **4. UNFINISHED BUSINESS:**

- 4.1: Review and Approve Expenditure of \$29,960 in Community Enhancement Funds to Clean, Repair, And Repaint the Elevated Hughson Water Tank as well as the Logos to be affixed to Said Tank.
- 4.2: Consider Resolution No. 2012-22 to Submit to the Electors the Question of Whether the Mayor Should Serve a Two-year or Four-Year Term Pursuant to California Government Code Section 34900 et. seq.

#### **5. PUBLIC HEARINGS:** None.

#### **6. NEW BUSINESS:**

- 6.1: Review and Approve Using \$11,500 in Community Enhancement Funds to Install Handrails On Hughson Avenue and Wrought Iron Fencing At City Hall to Secure New Alternative Fuel Vehicles.
- 6.2: Consideration of Resolution No. 2012-21, Authorizing an Additional Appropriation of \$40,000 to Fund 81-800-6202 in this Fiscal Year's Budget for Design of a Non-Potable Water System.
- 6.3: Receive the Parks and Recreation Annual Report for 2011.
- 6.4: Consider Allowing the Hughson Chamber of Commerce to Occupy the Reception Area in the City Hall Annex Building and Authorize Staff to Negotiate Lease Arrangements with the Chamber.

**7. CORRESPONDENCE:** None.

**8. COMMENTS:**

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

**City Manager:**

1. Update on Love Hughson held April 28
2. Update on City Wide Clean Up held May 5

**City Clerk:**

**Community Development Director:**

**Director of Finance:**

**Police Services:**

**City Attorney:**

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

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

**9. CLOSED SESSION:**

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

Two (2) potential cases

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

Agency Negotiator: Bryan Whitemyer, City Manager

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

Management

**10. REPORT FROM CLOSED SESSION:** None.

**ADJOURNMENT:**

**WAIVER WARNING**

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

**UPCOMING EVENTS:**

<b>May 15</b>	▪ <b>Planning Commission Meeting, City Chambers, 6:00pm</b>
<b>May 21</b>	▪ <b>Budget &amp; Finance Subcommittee, City Chambers,, 5:30pm – Tentative</b>
<b>May 23</b>	▪ <b>RDA Oversight Board Meeting, City Chambers, 6:30pm</b>
<b>May 28</b>	▪ <b>Memorial Day Holiday – City Hall will be closed--</b>
<b>May 29</b>	▪ <b>City Council Meeting, City Chambers, Tuesday, 7:00pm</b>
<b>June 11</b>	▪ <b>City Council Meeting, City Chambers, Tuesday, 7:00pm</b>
<b>June 12</b>	▪ <b>Parks and Recreation Commission Meeting, City Chambers, 6:00pm</b>
<b>June 18</b>	▪ <b>Local Community Blood Drive, United Methodist Church, 3:00-7:00pm</b>
<b>June 19</b>	▪ <b>Planning Commission Meeting, City Chambers, 6:00pm</b>
<b>June 25</b>	▪ <b>City Council Meeting, City Chambers, Tuesday, 7:00pm</b>

**RULES FOR ADDRESSING CITY COUNCIL**

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

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

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

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

**AFFIDAVIT OF POSTING**

**DATE:** May 11, 2012                      **TIME:** 5:00pm  
**NAME:** Dominique Spinale                      **TITLE:** Deputy City Clerk

**Notice Regarding Non-English Speakers:**

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

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

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

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





## **CITY OF HUGHSON AGENDA ITEM NO. 2.1**

### **SECTION 2: PRESENTATIONS**

**Meeting Date:** May 14, 2012  
**Subject:** Proclaiming May as Asthma Awareness Month  
**Presented By:** Dominique Spinale, Deputy City Clerk

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

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Every year the Stanislaus County Asthma Coalition requests that the City Council of the City of Hughson proclaim the month of May as Asthma Awareness Month in an effort to keep families healthy in Stanislaus County

Mitzi Whitworth, RN, and asthma coalition member will be accepting the Proclamation on behalf of the Stanislaus County Asthma Coalition.



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

**MINUTES**  
**MONDAY, APRIL 23, 2012 – 7:00 P.M.**

**CALL TO ORDER:** Mayor Ramon Bawanan

**ROLL CALL:**

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

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

**FLAG SALUTE:** Mayor Ramon Bawanan

**INVOCATION:** Reverend David Tomatis

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

None.

**2. PRESENTATIONS:**

**2.1:** Certificate of Recognition to Adeline Garza, Athlete of the Week at Hughson High School.

**Mayor Bawanan presented Adeline with a Certificate of Recognition for her accomplishments.**

- 2.2: A Proclamation proclaiming May as Older Americans Month.  
(Stanislaus County Commission on Aging)

**Mayor Bawanan presented the Proclamation and Staff will send it to the Aging Commission as requested.**

**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 April 9, 2012 Regular City Council Minutes.
- 3.2: Approval of the Warrants for the Month(s) of March and April.
- 3.3: Approval of the Treasurer's Report for March 2012.
- 3.4: Rejection of Claim for Damages made by Joan Masellis.
- 3.5: Rejection of Claim for Damages made by Carmen Spencer Mendez.

**Silva/Young 5-0 motion passes to approve the Consent Calendar as presented.**

**4. UNFINISHED BUSINESS:** None.

**5. PUBLIC HEARINGS:** None.

**6. NEW BUSINESS:**

- 6.1: Consideration of Resolution No. 2012-20, approving the City of Hughson Facilities Energy Efficiency Improvements Project, Releasing the 10% Retention to Central Valley Electric and Authorizing the City Clerk to File a Notice of Completion with the County Recorder's Office.

**Beekman/Carr 5-0 motion passes to adopt Resolution No. 2012-20, approving the City of Hughson Facilities Energy Efficiency Improvements Project, Releasing the 10% Retention to Central Valley Electric and Authorizing the City Clerk to File a Notice of Completion with the County Recorder's Office.**

- 6.2: Consideration of Resolution No. 2012-19, Requesting of the Stanislaus County Planning Commission and Board of Supervisors Denial of the Time Extension for Rezone Application No. 2007-01 – Santa Fe Crossing – P-D (313).

**Bawanan/Silva 5-0 motion passes to adopt Resolution No. 2012-19, Requesting of the Stanislaus County Planning Commission and Board of Supervisors Denial of the Time Extension for Rezone Application No. 2007-01–Santa Fe Crossing – P-D (313).**

**Staff will prepare a letter for the Mayor’s signature to be sent to Vito Chiesa, District 2 Board of Supervisors.**

- 6.3:** Consider whether to change the existing term of the office of Mayor for the City of Hughson from a two (2) year term to a four (4) year term pursuant to California Government Code Section 34900.

**Council discussed this item and directed Staff to pursue this Item.**

**Bawanan/Silva 5-0 motion passes to direct Attorney Schroeder to draft a Resolution for the City Council to consider at the next Council meeting, changing the existing term of the office of Mayor Seat from a two (2) year term to a four (4) year term.**

**7. CORRESPONDENCE:** None.

**8. COMMENTS:**

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

**City Manager:** Updated the Council on the RDA Oversight Board, Economic Development Committee, and Budget and Finance Subcommittee meetings.

**City Clerk:**

**Community Development Director:**

**Director of Finance:**

**Police Services:**

**City Attorney:**

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

**Council members Carr, Silva, Beekman, and Young provided updates on the events and meetings they have attended since the last Council meeting.**

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

**Mayor Bawanán provided an update on the events and meetings he attended since the last Council meeting.**

**9. CLOSED SESSION:**

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

Two (2) potential cases

**10. REPORT FROM CLOSED SESSION:**

**No reportable action was taken.**

**ADJOURNMENT: This meeting adjourned at 8:35p.m.**

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

ATTEST:

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

REPORT.: May 07 12 Monday  
 RUN....: May 07 12 Time: 11:40  
 Run By.: KATHY DAHLIN

City of Hughson  
 Cash Disbursement Detail Report  
 Check Listing for 04-12 Bank Account.: 0100

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

*fw*

Check Number	Check Date	Vendor Number	Name	Net Amount	-----Payment Information-----	
					Invoice #	Description
42346	4/26/2012	ABS00	ABS PRESORT	\$ 1,878.45	81244	APRIL STMTS/CLEAN UP DAY/ARSENIC NOTICE
42347	4/26/2012	ARA00	ARAMARK UNIFORM SERVICE	\$ 799.92	B20424	UNIFORM
42348	4/26/2012	BAN01	PETTY CASH	\$ 85.32	B20420	PETTY CASH
42349	4/26/2012	BLU02	BLUE SHIELD OF CALIFORNIA	\$ 110.00	B20426	HEALTH PREM. D.MENDOZA 5/12
42350	4/26/2012	BUD00	BUDGET TIRE	\$ 49.95	28810	ALIGNMENT CE-1
42351	4/26/2012	CAL44	CALIFORNIA CONTRACTORS SU	\$ 118.97	B20425	INSECT REPELLANT WWTP
42352	4/26/2012	CAN01	MARY JANE CANTRELL	\$ 1,288.79	B20423	MEDICAL BANK REIMB
42353	4/26/2012	EWI00	EWING IRRIGATION PRODUCTS	\$ 125.61	5754793A	TIMER REPAIR
42354	4/26/2012	EXP00	EXPRESS PERSONNEL SERVICE	\$ 324.00	109189423	WWTP EXTRA HELP 4/15/12
42355	4/26/2012	FIL00	J.R. FILANC CONSTRUCTION	\$ 18,864.00	B20424	WWTP RETENTION RELEASE INV. #24 & 25
42356	4/26/2012	FRA03	FRANTZ WHOLESALE NURSERY	\$ 440.54	517008	FLOWERS FOR HUGHSON AVE & WWTP
42357	4/26/2012	HOM01	THE HOME DEPOT CRC	\$ 36.61	61980	REPLACEMENT LIGHTS FOR 3RD ST
42358	4/26/2012	HUG11	HUGHSON FARM SUPPLY	\$ 79.11 \$ 6.51 \$ 68.85	0380047IN 0382755IN 0383393IN	MAINTENANCE MATERIAL PARTS FOR BROKEN MAIN SHARPEN BLADES OF HEDGERS
			Check Total:	\$ 154.47		
42359	4/26/2012	NEU01	NEUMILLER & BEARDSLEE	\$ 1,250.00 \$ 1,200.00	247675 247718	LEGAL SVCS 3/12 LEGAL SVCS-GENERAL 3/12
			Check Total:	\$ 2,450.00		
42360	4/26/2012	QUI03	QUICK N SAVE	\$ 123.14	1-2405	DIESEL
42361	4/26/2012	SAU00	SAUNDERS A/C & HEATING	\$ 868.00	S4122	SEMI ANNUAL A/C SERVICE
42362	4/26/2012	TID01	TURLOCK IRRIGATION DIST.	\$ 16,751.62	B20426	ELECTRIC
42363	4/26/2012	VSP01	VISION SERVICE PLAN	\$ 432.86	B20423	MEDICAL INSURANCE WITHHEL
42364	4/26/2012	WAR00	WARDEN'S OFFICE	\$ 262.12 \$ 22.30	1745741-0 1745741-1	OFFICE SUPPLIES BATTERY
			Check Total:	\$ 284.42		
42365	4/26/2012	WIL01	CORBIN WILLITS SYSTEM	\$ 571.40	B204151	ENHANCEMENT & SERVICE FEES
42366	4/26/2012	WIL05	WILLE ELECTRIC	\$ 49.74	S14431001	LIGHT BALLASTS FOR 3RD ST
42367	4/26/2012	TID01	TURLOCK IRRIGATION DIST.	\$ 210.00	C20426	REFUND DEPOSIT FROM 4/23 MEETING
42368	4/27/2012	EMP01	STATE OF CALIFORNIA	\$ 1,294.39	B20426	PAYROLL TAXES
42369	4/27/2012	HAR02	THE HARTFORD	\$ 604.63	B20426	DEFERRED COMPENSATION
42370	4/27/2012	PER01	P.E.R.S.	\$ 7,727.74	B20426	RETIREMENT
42371	4/27/2012	STA23	CitiStreet	\$ 20.00	B20426	DEFERRED COMPENSATION
42372	4/27/2012	UNI07	UNITED WAY OF STANISLAUS	\$ 9.00	B20426	UNITED WAY
			Cash Account Total:	\$ 55,673.57		
			Total Disbursements:	\$ 55,673.57		

REPORT.: May 10 12 Thursday  
 RUN.....: May 10 12 Time: 15:06  
 Run By.: KATHY DAHLIN

City of Hughson  
 Cash Disbursement Detail Report  
 Check Listing for 05-12 Bank Account.: 0100

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

*fw*

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	-----Payment Information-----	
					Invoice #	Description
42332	5/9/2012	HUG11	HUGHSON FARM SUPPLY	\$ (540.00)	2919-48u	Ck# 042332 Reversed
				\$ (21.91)	0381525INu	Ck# 042332 Reversed
			Check Total:	\$ (561.91)		
42373	5/1/2012	STA19	STATE WATER RESOURCES CON	\$ 1,145,310.66	8838121	SRF LOAN PAYMENT (WWTP)
42374	5/4/2012	MOD32	MODESTO EYE CENTER	\$ 20.85	B20504	REIMBURSE MEDICAL CLAIM NOT PD BY TASC
42375	5/4/2012	OBG00	OB-GYN ASSOCIATES OF TURL	\$ 5.01	B20504	REIMBURSE MEDICAL CLAIM NOT PD BY TASC
42376	5/4/2012	SER01	SERRATO, MARTHA	\$ 191.67	B20504	SUPPLIES OF CLEANUP DAY
42377	5/4/2012	SUN02	SUNSHINE DONUTS	\$ 69.90	B20504	CLEANUP DAY EXPENSES
42378	5/9/2012	ALL05	ALLIED ADMINISTRATORS	\$ 2,214.81	B20508	DELTA DENTAL 6/2012
42379	5/9/2012	ARA00	ARAMARK UNIFORM SERVICE	\$ 314.42	B20507	UNIFORM SVCS
42380	5/9/2012	ATT01	AT&T	\$ 23.10	B20508	PHONE
42381	5/9/2012	ATT03	AT&T	\$ 19.49	3322402	PHONE
42382	5/9/2012	BAY02	BAY ALARM CO	\$ 88.22	42120420I	MONITORING OF ALARM
42383	5/9/2012	CAL40	CALIFORNIA WATER	\$ 132.00	B20507	MEMBERSHIP DUES R.GREENFIELD
42384	5/9/2012	CAR08	CAROLLO ENGINEERS	\$ 49,391.57	121775	WWTP UPGRADES & EXP. PROJ T.O. 8
				\$ 28,264.92	121878	WWTP UPGRADES & EXPAN. PROJ T.O.8 PROJ.7554F.20
			Check Total:	\$ 77,656.49		
42385	5/9/2012	CHA01	CHARTER COMMUNICATION	\$ 84.99	B20508	IP ADDRESS 5/12
42386	5/9/2012	CON14	CONDOR EARTH TECHNOLOGIES	\$ 705.00	63618	WWTP GROUNDWATER MONITORING
42387	5/9/2012	EZN00	EZ NETWORK SOLUTIONS	\$ 2,158.70	TS24699	IT SERVICES 5/2012
42388	5/9/2012	FAR03	FARMERS BROTHERS COFFEE	\$ 57.97	56057445	COFFEE
42389	5/9/2012	FGL00	FGL ENVIRONMENTAL	\$ 95.00	232243A	WELL WATER MONIT
				\$ 53.00	232358A	WELL WATER MONIT
				\$ 160.00	232361A	WWTP TESTING
				\$ 58.00	232583A	WWTP TESTING
				\$ 223.80	232595A	WELL WATER MONIT
				\$ 871.55	232596A	WELL WATER MONIT
				\$ 100.00	232597A	WELL WATER MONIT
42389	5/9/2012	FGL00	FGL ENVIRONMENTAL	\$ 58.00	232773A	WWTP TESTING
				\$ 100.00	232828A	WELL WATER MONITORING
				\$ 58.00	233043A	WWTP TESTING
				\$ 490.00	233218A	WELL WATER MONIT
				\$ 53.00	233219A	WELL WATER MONIT
				\$ 142.00	233220A	WELL WATER MONIT
				\$ 210.00	233221A	WELL WATER MONIT
				\$ 19.00	233222A	WELL WATER MONITORING
				\$ 223.80	233223A	WELL WATER MONIT
				\$ 100.00	233340A	WELL WATER MONIT
			Check Total:	\$ 3,015.15		

42390	5/9/2012	FIN03	FINAL CUT MEDIA	\$	400.00	4152012	AUDIO SYSTEM SERVICE CALL
42391	5/9/2012	FON00	ANTHONY FONTANA	\$	132.00	B20507	GRADE II CERT. MEMBERSHIP RENEWAL
42392	5/9/2012	GIB00	GIBBS MAINTENANCE CO	\$	555.00	13059	JANITOR SVCS FOR APRIL
42393	5/9/2012	GRE01	RON GREENFIELD	\$	226.51	B20509	REIMB FOR TRAINING EXPENSES
42394	5/9/2012	HUG03	HUGHSON CHRONICLE	\$	442.78	99644	LEGAL #6285/PINE STREET SIDEWALK
42395	5/9/2012	HUG08	CITY OF HUGHSON	\$	1,240.27	B20509	LLD WATER SERVICE
42396	5/9/2012	HUG11	HUGHSON FARM SUPPLY	\$	21.91	0381525A	FILLER CAP
42397	5/9/2012	HUG28	HUGHSON TIRE	\$	540.00	2919-48	NEW TIRES PW-2
42398	5/9/2012	HUG34	HUGHSON AUTO & TRUCK SUPP	\$	10.06	56210	FUEL FILTERS
				\$	11.36	57064	OIL FILTER
				\$	10.74	57320	TIRE REP
			Check Total:	\$	32.16		
42399	5/9/2012	MCR01	MCR ENGINEERING, INC	\$	7,085.00	9135	ENGINEERS SVCS 3/31/12
42400	5/9/2012	MEN05	DARIO MENDOZA	\$	67.42	B20509	MEDICAL REIMB
				\$	99.90	000B205011	MEDICAL REIMB 2/2012
			Check Total:	\$	167.32		
42401	5/9/2012	OPE01	OPERATING ENGINEERS LOCAL	\$	389.00	B20507	LOCAL UNION #3 DUES
42402	5/9/2012	PAC05	PACIFIC PLAN REVIEW	\$	2,697.50	B20509	INSPECTION SVCS & PLAN CHECK 4/2012
42403	5/9/2012	PAP00	PAPA (PESTICIDE APPLICATO	\$	80.00	B20507	REGISTRATION FEE PCA SEMINAR A.FONTANA
42404	5/9/2012	PGE01	PG & E	\$	227.09	B20507	UTILITIES
42405	5/9/2012	QUI03	QUICK N SAVE	\$	48.57	1-3090	DIESEL
				\$	80.04	1-3956	DIESEL
42405	5/9/2012	QUI03	QUICK N SAVE	\$	58.02	1-3959	DIESEL
				\$	100.00	1-9474	DIESEL
			Check Total:	\$	286.63		
42406	5/9/2012	SPR00	SPRINT/NEXTEL	\$	319.60	545168057	WIRELESS SVCS
42407	5/9/2012	SUT00	SUTTER GOULD MEDICAL FOUN	\$	42.14	B20507	REIMBURSE MEDICAL CLAIMS NOT PD BY TASC/MENDOZA
42408	5/9/2012	SYN02	SYNAGRO SOUTHWEST	\$	4,609.43	30-100017	SLUDGE REMOVAL
42409	5/9/2012	USA02	USA MOBILITY	\$	11.64	V0190776E	PAGER
42410	5/9/2012	USH00	US HEALTHWORKS MEDICAL	\$	55.00	2070461CA	PROFESSIONAL SVCS
42411	5/9/2012	\C015	CRAWFORD, PATRICK	\$	42.11	000B20501	MQ CUSTOMER REFUND FOR CRA0012
42412	5/9/2012	\D009	DAVENPORT, DALE	\$	71.49	000B20501	MQ CUSTOMER REFUND FOR DAV0011
42413	5/9/2012	\G007	MARANATHA VOLUNTEERS INT,	\$	118.30	000B20501	MQ CUSTOMER REFUND FOR GEN0004
42414	5/9/2012	\G015	GLOVER, WALTER & PHYLLIS	\$	13.00	000B20501	MQ CUSTOMER REFUND FOR GLO0002
42415	5/9/2012	\J006	JEFFREY, SHARON	\$	26.90	000B20501	MQ CUSTOMER REFUND FOR JEF0002
42416	5/9/2012	\M012	MACIEL, DANIEL	\$	56.81	000B20501	MQ CUSTOMER REFUND FOR MAC0011
42417	5/9/2012	\M013	MALIEPAARD, JANICE & LEO.	\$	89.11	000B20501	MQ CUSTOMER REFUND FOR MAL0009

42418	5/10/2012	CAL47	CALIFORNIA CONSULTING	\$	2,808.03	B20510	CONSULTANT 5/2012
42419	5/10/2012	CON14	CONDOR EARTH TECHNOLOGIES	\$	3,435.24	63715	WWTP GROUNDWATER MONITORING 4/12
42420	5/10/2012	FRA03	FRANTZ WHOLESALE NURSERY	\$	19.32	517235	ANNUALS FOR MAIN STREET
42421	5/10/2012	GUZ03	GUZMAN, MARTHA	\$	210.00	B20510	REFUND DAMAGE & KEY DEPOSIT
42422	5/10/2012	HOM01	THE HOME DEPOT CRC	\$	16.63	1949	CEMENT
				\$	651.82	9266	WATER COOLER
			Check Total:	\$	668.45		
42423	5/10/2012	LEG01	LEGAL SHIELD	\$	51.80	B20510	LEGAL SVCS
42424	5/10/2012	STA13	STATE WATER RESOURCES	\$	130.00	B20510	GRADE II LICENSE FEE J.VELAZQUEZ
42425	5/10/2012	STA36	STANISLAUS FARM SUPPLY	\$	53.88	996303	GOPHER BAIT
			Cash Account Total:	\$	1,258,861.94		
			Total Disbursements:	\$	1,258,861.94		



## **CITY OF HUGHSON AGENDA ITEM NO. 3.3**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** May 14, 2012  
**Subject:** Approval of three (3) re-appointments to the Parks and Recreation Commission.  
**Presented By:** Dominique Spinale, Deputy City Clerk  
**Approved By:** \_\_\_\_\_

---

#### **RECOMMENDATION:**

Staff recommends re-appointing Parks and Recreation Commissioners Mark Fontana, Raymond Lopez, and Billy Redding to their seats on the Parks and Recreation Commission. All Commissioners are interested in remaining on the Commission and it is very difficult for Staff to find interested residents who wish to serve.

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

Chair Redding and Commissioners Fontana and Lopez terms expired March 1, 2012. Due to lack of Agenda items, the Commission did not meet until April. The Commissioners expressed interest in re-appointment to their seats on the Commission. If re-appointed, their new term would expire March 1, 2014.



## CITY OF HUGHSON AGENDA ITEM NO. 3.4

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** May 14, 2012  
**Subject:** Follow-up on Santa Fe Crossing Time Extension  
**Enclosures:** Yes  
**Presented By:** Thom Clark, Community Development Director

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

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

At the regularly scheduled meeting of April 23<sup>rd</sup>, the City Council adopted Resolution No. 2012-19 opposing the time extension for the Santa Fe Crossing development located within the Hughson sphere of influence at the corner of Geer Road and Santa Fe Avenue and requesting denial from the Stanislaus County Planning Commission and Board of Supervisors.

While in the process of performing due diligence on this project, staff spoke to County personnel in the Planning, Building, and Public Works Divisions. All of these contacts indicated no plans had been submitted or approved. Subsequently, my staff report indicated that the project's engineer, Rod Hawkins', statement that plans had been approved was misleading at best. Mr. Hawkins has provided staff with copies of approved plans for off-site improvements for the widening of Geer and Santa Fe, as well as approved plans for on-site improvements for the Phase 1 Mini Storage area. If the City Council is not familiar with the terms off-site and on-site improvements, they are related to underground and grading and drainage plans in the public right-of-way (off-site) and on private property (on-site). These are not building plans. Additionally, none of this work has yet begun.

Staff received bad data from County Public Works and would like to publicly retract the statement that Mr. Hawkins' statement was misleading at best. There are some plans for the project that have been approved by Stanislaus County. However, staff strongly disagrees that these plans can be considered "significant investments" after 4 ½ years of missing every deadline in the Development Schedule and failing to comply with almost all requirements of the Development Standards.

#### **RECOMMENDATION:**

None. This is an informational item only.



## HAWKINS & ASSOCIATES ENGINEERING, INC.

*Civil Engineering • Land Surveying • Land Planning*

436 Mitchell Road  
Modesto, CA 95354

Ph: (209) 575-4295  
Fx: (209) 578-4295

www.hawkins-eng.com

March 13, 2012

Ms. Angela Freitas  
Interim Planning Director  
Stanislaus County Planning  
1010 Tenth Street, 3<sup>rd</sup> Floor  
Modesto, CA 95354

Re: Santa Fe Crossing – Rezone  
Application Number: 2007-01

Dear Ms. Freitas,

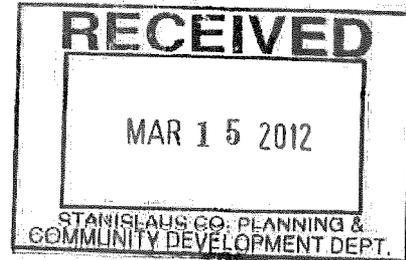
The re-zone application for Santa Fe Crossing was approved by the Board of Supervisors on January 8, 2008, with a five year development schedule, which will expire January 8, 2013. As we all know, the economy has been in a major recession and as far as development it is as if this last five years didn't happen. As for this project specifically, significant investments have been made, in that improvement for both on-site and off-site construction have been prepared and approved, but no construction has occurred. Therefore, I am requesting a five year extension to the development schedule, to January 8, 2018.

Enclosed, please find our processing fee of \$523.00. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,

Rodrick H. Hawkins, PE  
President

cc: Mr. Martin Ruddy  
Mr. Mike Ruddy, Jr.





## **CITY OF HUGHSON AGENDA ITEM NO. 3.5**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** May 14, 2012

**Subject:** Consideration of a Professional Services Agreement with Environmental Science Associates (ESA) to Develop a Model Sustainability Plan Pursuant to the Proposition 84 Grant for the Stanislaus County Regional Sustainability Toolbox

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

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

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

The County of Stanislaus and its nine cities applied for and received a planning grant from the Strategic Growth Council in the amount of \$900,000. The work to be done under this grant varies by jurisdiction. The City of Hughson was awarded \$91,779.82 to develop a model Climate Action Plan. Since staff believes the term, Climate Action Plan, is somewhat ambiguous and confusing, we are using the term, Sustainability Plan, instead. This is a fairly common descriptive title used throughout the State.

At its regularly scheduled meeting of August 8, 2011, the City Council approved Resolution No. 2011-61, approving the County of Stanislaus as the fiscal agent for the grant and authorizing the City Manager to sign all necessary documents.

We have been unable to start our work on the model because we have been waiting for Stanislaus County, who is doing a County-wide greenhouse gas inventory. This inventory must be completed before we can begin work on the Sustainability Plan. We are the last jurisdiction in the County to get started on this grant work.

ESA consultants are highly regarded in the community development/environmental field. The specific personnel assigned to this project also come highly recommended by the City of Oakdale Community Development Director. We have worked with ESA from the grant writing inception of this project on a pro bono basis.

## **FISCAL IMPACT**

The grant is 100% reimbursable and billing to the State for work completed is done on a monthly basis.

## **RECOMMENDATION:**

By Minute Order, authorize the City Manager to sign a professional services agreement with ESA to develop a model Sustainability Plan pursuant to the Proposition 84 grant for the Stanislaus County Regional Sustainability Toolbox.

**MASTER  
PROFESSIONAL SERVICE AGREEMENT**  
(City of Hughson/*Environmental Sciences Associates*)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Hughson, a California municipal corporation (“City”) and Environmental Sciences Associates (ESA), a corporation (“Consultant”).

**RECITALS**

City has determined that it requires the following professional services from a consultant: prepare a Model Climate Action Plan.

This Agreement is for the provision of those services by Consultant to City, from June 1, 2012 to September 30, 2013 during the term of this Agreement, set forth in task orders as specified in section **3.1** of this Agreement, below.

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

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

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

1. **DEFINITIONS**

1.1. “Scope of Services”: Such professional services as are generally set forth in Consultant’s May 8, 2012 proposal to City attached hereto as Exhibit A and incorporated herein by this reference. Assignment specific task orders will be issued.

1.2. “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s May 8, 2012 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

1.3. “Commencement Date”: June 1, 2012.

1.4. “Expiration Date”: September 30, 2013.

2. TERM

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

3. CONSULTANT’S SERVICES

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

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

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

4. COMPENSATION

4.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

4.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts

included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

## 5. OWNERSHIP OF WRITTEN PRODUCTS

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

## 6. RELATIONSHIP OF PARTIES

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

## 7. CONFIDENTIALITY

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

## 8. INDEMNIFICATION

8.1. Consultant hereby agrees to defend, indemnify, and save harmless the City of Hughson, its officers, agents, employees, and volunteers, from and against any and all claims, suits, actions, liability, loss, damage, expense, and cost, of every nature, kind or description, which may be brought against, or suffered or sustained by, the City of Hughson, its officers, agents, volunteers and employees, caused by the negligence, omission or willful misconduct of Consultant, its officers, agents, and employees in the performance of any services of work pursuant to the agreement. The duty of Consultant to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Consultant to indemnify the City of Hughson, its officers, and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8.2. The City of Hughson hereby agrees to defend, indemnify and save harmless Consultant, its officers, agents, volunteers and employees, from and against any and all claims, suits, actions, liability, loss, damage, expense, and cost, of every nature, kind or description which may be brought against, or suffered or sustained by Consultant, its officers, agents, and employees to the extent caused by the negligence, omission or willful misconduct of the City of Hughson, its officers, agents, employees, and volunteers, in the performance of any services or work pursuant to the Agreement.

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

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

8.5. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, suits, actions, liability, loss, damage, expense and cost, of every nature, kind or description for any damage due to death or injury to any person and injury to any property resulting from the negligence, omission, or willful misconduct of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement.

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

## 9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with

Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

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

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

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

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

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

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

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

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

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

9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees,

agents and volunteers as additional insureds. The Certificate of Insurance required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

## 10. MUTUAL COOPERATION

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

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

## 11. RECORDS AND INSPECTIONS

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

12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of its services under this Agreement.

13. NOTICES

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

If to City:

City of Hughson  
P.O. Box 9h  
Hughson, CA 95326  
Telephone: (209) 883-4055  
Facsimile: (209)

With courtesy copy to:

Dan Schroeder, City Attorney  
Neumiller & Beardslee  
P.O. Box 20  
509 W. Weber Avenue, Fifth Floor  
Stockton, CA 95202  
Telephone: (209) 948-8200  
Facsimile: (209) 948-4910

If to Consultant:

Environmental Sciences Associates  
Attention: Dan Dameron, Director  
2600 Capitol Avenue, Suite 200  
Sacramento, CA 95816  
Telephone: (916) 564-4500  
Facsimile: (916) 564-4501

14. SURVIVING COVENANTS

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

15. TERMINATION

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

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

16. GENERAL PROVISIONS

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

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

16.3. Consultant agrees to comply with the regulations of City's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974.

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

16.5. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns

shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

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

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

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

16.11. Any controversy, dispute or failure to agree on appropriate actions arising out of or related to this Agreement (collectively, a Dispute) shall be subject to negotiations between the parties as described in Section 16.11.1, and if then not resolved shall be subject to mediation as described in Section 16.11.2 below.

16.11.1. If a Dispute arises, the parties agree to negotiate in good faith to resolve the dispute. Within thirty (30) days of receipt of notice from either party, a representative of Consultant, designated by Consultant, and a representative of City, designated by the City Manager, shall meet in person to resolve the Dispute. If the Consultant’s representative and the City Manager’s representative are unable to resolve the Dispute, then the Dispute shall be subject to mediation pursuant to Section 16.11.2 below.

16.11.2. In the event the Dispute is not resolved, it shall be submitted to a mediation before JAMS in Sacramento, California. The mediation shall be conducted in accordance with JAMS rules and procedures. Each party shall bear its own costs of mediation. In the event that the Dispute is not resolved by mediation, then Section 16.12 shall apply.

16.12. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

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

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

“City”  
City of Hughson  
By: \_\_\_\_\_  
Ramon Bawanan, Mayor  
Date: \_\_\_\_\_

“Consultant”  
Environmental Science Associates  
By: \_\_\_\_\_  
Dan Dameron, Director  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Dominique Spinale, Deputy City Clerk  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Dan Schroeder, City Attorney

Date: \_\_\_\_\_

EXHIBIT A  
SCOPE OF WORK

## EXHIBIT A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Stanislaus County, Regional Sustainability Toolbox

Grant Number : *(leave blank)* \_\_\_\_\_

Project Objectives: Toolkit No. 2 – Model Climate Action Plan

High Level Activities/Milestones	Responsible Parties	Schedule of Deliverables (Months from Start. Start year: 2011)
<b>TOOLKIT NO. 2 – MODEL CLIMATE ACTION PLAN</b>	<i>City Of Hughson Planning Staff, Consultant - ESA</i>	June 2012 – July 2013
<b>Task 2.1 Project Initiation</b>	<i>City of Hughson Planning, Consultant - ESA</i>	June 2012
<p><b>Task A</b> Kick-off meeting with City Staff and ESA to finalize the work plan, scope, targets and objectives, communication protocols, and to identify key data needs. (In person meeting)</p> <p><b>Task B</b> Coordinate with County and Other Jurisdictions to identify objectives and potential issues with the project, as well as to evaluate potential greenhouse gas (GHG) reduction strategies (Conference call/electronic communication)</p>		
<b>Task 2.2 Data Collection and Resource Inventory</b>	<i>Consultant - ESA</i>	July 2012 - October 2012
<p><b>Task A</b> Data Collection of Hughson Community and Municipal GHG Inventories (Toolkit 10)</p> <p><b>Task B</b> City of Hughson General Plan review</p> <p><b>Task C</b> StanCOG Regional Transportation Plan review</p> <p><b>Task D</b> Evaluation of GHG Inventory</p> <p><b>Task E</b> Preparation of a data collection and research summary</p>		
<b>Task 2.3 Revise Emissions Inventories and Prepare Projections</b>	<i>City of Hughson Planning, Consultant - ESA</i>	August 2012 – October 2012
<p><b>Task A</b> Evaluate the Community-wide (Toolkit 10) and Municipal emissions inventories to determine what portion of the inventory is under the jurisdictional control of the City of Hughson</p> <p><b>Task B</b> Prepare a memorandum that describes</p>		

## EXHIBIT A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Stanislaus County, Regional Sustainability Toolbox

Grant Number : *(leave blank)* \_\_\_\_\_

Project Objectives: Toolkit No. 2 – Model Climate Action Plan

<p>the results of the emission inventory review</p> <p><b>Task C</b> Get City staff input and amend memorandum accordingly (Conference call)</p> <p><b>Task D</b> Draft Baseline Community-wide and Municipal GHG Emissions Inventories for the City of Hughson</p> <p><b>Task E</b> Finalize Baseline Community-wide and Municipal GHG Emissions Inventories for the City of Hughson</p> <p><b>Task F</b> Prepare Forecast Projections on the Community-wide GHG Emission Inventory for the City, applying economic and population growth rates consistent with the land use growth rate projections in the City’s General Plan</p> <p><b>Task G</b> Get City staff input and amend GHG Emission Forecast Projections accordingly</p> <p><b>Task H</b> Create a Community-wide Emissions Inventory and Forecasts Technical Memorandum Report</p> <p><b>Task I</b> Get City staff input and amend Technical Memorandum accordingly (Conference call)</p> <p><b>Task J</b> Finalize Technical Memorandum</p>		
<p><b>Task 2.4 Prepare Potential Reduction Measures</b></p>	<p><i>City of Hughson Planning, Consultant - ESA</i></p>	<p>October 2012 – February 2013</p>
<p><b>Task A</b> Compile a list of AB 32 Scoping Plan measures administered by the State that will reduce GHG emissions for the City of Hughson, and County-wide</p> <p><b>Task B</b> Compile a list of State adaptation measures that will affect the City of Hughson, and County-wide</p> <p><b>Task C</b> Compile a preliminary list of existing City</p>		

## EXHIBIT A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Stanislaus County, Regional Sustainability Toolbox

Grant Number : *(leave blank)* \_\_\_\_\_

Project Objectives: Toolkit No. 2 – Model Climate Action Plan

<p>of Hughson programs that will reduce GHG emissions</p> <p><b>Task D</b> Compile a list of additional generic reduction and adaptation measures for potential inclusion into the Model Climate Action</p> <p><b>Task E</b> Compile a list of additional reduction and adaptation measures specific to the City of Hughson for potential inclusion into the Model Climate Action Plan</p> <p><b>Task F</b> Conduct a Cost/Benefit Analysis of Potential Reductions in Emissions and Adaptation Strategies. Prioritize potential reduction measures in terms of feasibility</p> <p><b>Task G</b> Summarize potential candidate GHG reduction measures and adaptation strategies to City staff for review and comment</p>		
<p><b>Task 2.5 Prepare Draft Climate Action Plan</b></p>	<p><i>City of Hughson Planning, Consultant - ESA</i></p>	<p>March 2013 – May 2013</p>
<p><b>Task A</b> Review the AB 32 Scoping Plan, Executive Order S-3-05, the Municipal Emissions Inventory (provided by the City), the Community-wide Emissions Inventory (provided by the City), the forecasts in emissions, and the cost/benefit analysis to determine a feasible emission reduction target</p> <p><b>Task B</b> Develop goals and objectives for the draft Climate Action Plan</p> <p><b>Task C</b> Provide summary goals and objectives to City staff for review and comment</p> <p><b>Task D</b> Prepare a list of potential public and private partnerships for submission to City staff</p> <p><b>Task E</b> Develop a draft set of comprehensive strategies to achieve the emission reduction</p>		

## EXHIBIT A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Stanislaus County, Regional Sustainability Toolbox

Grant Number : *(leave blank)* \_\_\_\_\_

Project Objectives: Toolkit No. 2 – Model Climate Action Plan

<p>targets, goals, objectives and benefits (defined by the tasks above) broadly categorized as follows:</p> <ul style="list-style-type: none"><li>i. Energy efficiency strategies</li><li>ii. Feasible and affordable renewable energy strategies</li><li>iii. Water conservation strategies</li><li>iv. Recycling and waste reduction strategies</li><li>v. Land use strategies</li><li>vi. Natural area preservation and enhancement strategies</li><li>vii. Education and outreach strategies</li></ul> <p><b>Task F</b> Develop a comprehensive list of strategies specific to each sector in the Community-wide emissions inventory in coordination with City staff, including incentives and funding mechanisms for the implementation of these strategies. Measurable metrics will be developed for each strategy to quantify achievable objectives and demonstrate how the broad goals are being achieved.</p> <p><b>Task G</b> Provide comprehensive strategies to City staff for review and comment of potential obstacles</p> <p><b>Task H</b> Prioritize strategies based on the Cost-benefit analysis</p> <p><b>Task I</b> Develop draft implementation policies</p> <p><b>Task J</b> Develop draft Model Climate Action Plan Implementation Policies, Schedule and Responsibility document</p> <p><b>Task K</b> Submit the draft Model Climate Action Plan Implementation Policies, Schedule and Responsibility document to City staff for review and comment</p>		
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## EXHIBIT A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Stanislaus County, Regional Sustainability Toolbox

Grant Number : *(leave blank)* \_\_\_\_\_

Project Objectives: Toolkit No. 2 – Model Climate Action Plan

<p><b>Task L</b> Revise draft Model Climate Action Plan Implementation Policies, Schedule and Responsibility document for inclusion in the initial Model Climate Action Plan.</p> <p><b>Task M</b> Develop qualitative and quantitative metrics by which the City can track progress toward achievement of the emissions reduction targets, goals, objectives and benefits</p> <p><b>Task N</b> Develop a customized emissions inventory software package for City staff to use in tracking emissions based upon energy consumption data, traffic counts and other criteria</p> <p><b>Task O</b> Submit the draft Comprehensive Strategies Long-term Monitoring and Tracking Program to City staff for their review and comment, amend accordingly</p> <p><b>Task P</b> Prepare the Draft Model Climate Action Plan</p> <p><b>Task Q</b> Submit the Draft Model Climate Action Plan to City staff for review and comment, amend accordingly</p>		
<p><b>Task 2.6 Develop CEQA Thresholds and Provide Environmental Documentation Guidance</b></p>	<p><i>City of Hughson Planning, Consultant – ESA</i></p>	<p>June 2013 – July 2013</p>
<p><b>Task A</b> Develop CEQA Thresholds for climate change impacts based upon the Climate Action Plan inclusive of a method for tiering CEQA analysis of future development projects</p> <p><b>Task B</b> Provide CEQA Thresholds and Draft Screening Tables to City for review and comment, amend accordingly</p>		

## EXHIBIT A – Work Plan and Schedule of Deliverables

STRATEGIC GROWTH COUNCIL/Department of Conservation, Administrator – Sustainable Communities Planning Grant Award

Grantee: Stanislaus County, Regional Sustainability Toolbox

Grant Number : *(leave blank)* \_\_\_\_\_

Project Objectives: Toolkit No. 2 – Model Climate Action Plan

Task 2.7 Grant Partner Training	<i>City of Hughson Planning, Consultant - ESA</i>	July 2013
<p><b>Task A</b> Project partner presentation and training sessions to provide guidance materials and training on how to use the Model CAP, use the software tools, as well as to provide additional GHG reduction strategies and adaptation policies that may be applicable to the other partner jurisdictions (In person training)</p>		

EXHIBIT B  
APPROVED FEE SCHEDULE



EXHIBIT C  
INSURANCE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Hughson  7018 Pine Street Hughson, CA 95326	P120295.00- Hughson Climate Action Plan. City of Hughson and its officers, employees, agents and volunteers are named additional insureds on General Liability and auto coverages per endorsements CG 2010 07 04, CG 2037 07 04 and XIC 411 1007 attached. Coverage is primary and non-contributory per endorsement XIL 424 0605. Waivers of Subrogation apply to GL, Aut and WC coverages per endorsements CG 24 04 10 93 XIC 407 1007 and WC 00 03 13 4 84 attached.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
City of Hughson 7018 Pine Street Hughson , CA 95326	P120295.00- Hughson Climate Action Plan. City of Hughson and its officers, employees, agents and volunteers are named additional insureds on General Liability and auto coverages per endorsements CG 2010 07 04, CG 2037 07 04 and XIC 411 1007 attached. Coverage is primary and non-contributory per endorsement XIL 424 0605. Waivers of Subrogation apply to GL, Aut and WC coverages per endorsements CG 24 04 10 93, XIC 407 1007 and WC 00 03 13 4 84 attached.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

NAMED INSURED: Environmental Science Associates  
POLICY NUMBER: AEC001336509

XIC 411 1007

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

**A. LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this Policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this Policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

**B. The Limits of Insurance** provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this Policy be increased by the contract.

**C. General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this Policy be primary.

All terms, conditions, exclusions and limitations of this Policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

City of Hughson  
7018 Pine Street  
Hughson, CA 95326

  
(Authorized Representative)

P120295.00- Hughson Climate Action Plan, City of Hughson and its officers, employees, agents and volunteers are named additional insureds on General Liability and auto coverages per endorsements CG 2010 07 04, CG 2037 07 04 and XIC 411 1007 attached. Coverage is primary and non-contributory per endorsement XIL 424 0605. Waivers of Subrogation apply to GL, Aut and WC coverages per endorsements CG 24 04 10 93, XIC 407 1007 and WC 00 03 13 4 84 attached.

**ENDORSEMENT #005**

This endorsement, effective 12:01 a.m., January 1, 2012 forms a part of Policy No. GEC00133670g issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

**NAMED INSURED:** Environmental Science Associates  
**POLICY NUMBER:** GEC001336709

**COMMERCIAL GENERAL LIABILITY**  
**CG 24 04 10 93**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:** City of Hughson

7018 Pine Street  
Hughson , CA 95326

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

P120295.00- Hughson Climate Action Plan. City of Hughson and its officers, employees, agents and volunteers are named additional insureds on General Liability and auto coverages per endorsements CG 2010 07 04, CG 2037 07 04 and XIC 411 1007 attached. Coverage is primary and non-contributory per endorsement XIL 424 0605. Waivers of Subrogation apply to GL, Aut and WC coverages per endorsements CG 24 04 10 93, XIC 407 1007 and WC 00 03 13 4 84 attached.

NAMED INSURED: Environmental Science Associates  
POLICY NUMBER: AEC001336509

XIC 404 1007

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Changes In Conditions**

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or work you performed under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule below:

**SCHEDULE**

Name of Person(s) or Organization(s):

Any person or organization that you are required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

City of Hughson  
7018 Pine Street  
Hughson , CA 95326

P120295.00- Hughson Climate Action Plan. City of Hughson and its officers, employees, agents and volunteers are named additional insureds on General Liability and auto coverages per endorsements CG 2010 07 04, CG 2037 07 04 and XIC 411 1007 attached. Coverage is primary and non-contributory per endorsement XIL 424 0605. Waivers of Subrogation apply to GL, Aut and WC

All other terms and conditions remain the same.

  
(Authorized Representative)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule

**Schedule**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION PROVIDED SUCH WAIVER IS PERMITTED BY LAW AND THE INJURY OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT

City of Hughson  
7018 Pine Street  
Hughson , CA 95326

P120295.00- Hughson Climate Action Plan. City of Hughson and its officers, employees, agents and volunteers are named additional insureds on General Liability and auto coverages per endorsements CG 2010 07 04, CG 2037 07 04 and XIC 411 1007 attached. Coverage is primary and non-contributory per endorsement XIL 424 0605. Waivers of Subrogation apply to GL, Aut and WC coverages per endorsements CG 24 04 10 93, XIC 407 1007 and WC 00 03 13 4 84 attached.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WEC0013377409 Endorsement No.

Insured Environmental Science Associates

Insurance Company  
XL Specialty Insurance Company

Countersigned by Valerie Porter-Brown



## **CITY OF HUGHSON AGENDA ITEM NO. 3.6**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** May 14, 2012

**Subject:** A Resolution of the City Council of the City of Hughson Authorizing an Additional Appropriation to Fund 60-350-6202 in the Amount of \$13,400 for Consulting Chief Wastewater Plant Operator Services from Environmental Management Services

**Enclosures:** None

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

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

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

Environmental Management Services (EMS) has provided professional oversight of our wastewater treatment plant since 2004. In the current fiscal year we have signed two six-month agreements EMS, anticipating that we could find a more cost effective consulting firm to perform these services.

As Chief Plant Operator, EMS is required to spend 32 hours per month on oversight of our wastewater plant. Current funds available for these professional services will fall short of what is needed to take us through the end of the fiscal year, thereby necessitating an additional appropriation to the sewer fund.

Staff continues to search for a more cost effective solution and we hope to have an alternative for the City Council to consider with the new budget cycle.

#### **FISCAL IMPACT**

An additional appropriation of \$13,400 will be added to the sewer fund, 60-350-6202.

#### **RECOMMENDATION:**

Approve Resolution No. 2012-23, a Resolution of the City Council of the City of Hughson authorizing an additional appropriation to fund 60-350-6202 in the amount of \$13,400 for consulting Chief Wastewater Plant Operator services from Environmental Management Services.

**CITY OF HUGHSON**  
**CITY COUNCIL**  
**RESOLUTION NO. 2012-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
AUTHORIZING AN ADDITIONAL APPROPRIATION TO FUND 60-350-6202 IN  
THE AMOUNT OF \$13,800 WITH ENVIRONMENTAL MANAGEMENT  
SERVICES AS CONSULTING CHIEF WASTEWATER PLANT OPERATOR  
SERVICES FROM ENVIRONMENTAL MANAGEMENT SERVICES**

**WHEREAS**, Environmental Management Services has provided the City of Hughson with professional certified expertise and oversight of the Waste Water Treatment Plant since 2004; and

**WHEREAS**, the parties wish to continue their professional relationship through June 30, 2012 but the current budget is insufficient to support the required services;

**WHEREAS**, the cost for these services is not to exceed \$13,400 for the wastewater system without written authorization; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby authorize an additional appropriation to Fund 60-350-6202 in the amount of \$13,400 for services relating to professional expertise and oversight of the waste water treatment plant.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof held on May 14, 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

ATTEST:

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



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

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

**Meeting Date:** May 14, 2012  
**Subject:** Review and Approve Expenditure of \$29,960 in Community Enhancement Funds to Clean, Repair, And Repaint the Elevated Hughson Water Tank as well as the Logos to be Affixed to Said Tank  
**Presented By:** Bryan Whitemyer, City Manager

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

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#### **RECOMMENDATION:**

Review and approve an expenditure of \$29,960 in Community Enhancement Funds to clean, repair, and repaint the elevated Hughson water tank as well as the logos to be affixed to said tank.

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

In April 2011 the City Council approved designating \$30,000 in Community Enhancement Funds to rehab and repaint the elevated Water Tank near the City corporation yard. At that time the City had received varying estimates in costs for the work ranging from approximately \$24,000 to \$106,000. Due to the wide range City staff held off on moving forward with the work until additional research could be done.

Our City Engineer has since reviewed the specifications of the tank and has received a new quote that he has deemed satisfactory for the water tank.

The scope of work is as follows:

Turbo wash with 12,000 PSI washing to remove dirt, loose paint and rust. Hand and power tool cleaning of failed areas of tank to ready for coating. Apply Carboline Rust Bond epoxy coating to oxidized or rust damaged areas. Apply complete coat of Sherwin Williams Procryl universal industrial primer. Apply finish coat of SW Shercryl industrial coating (semi-gloss or Gloss) coating. Color of tank body to be Hughson beige. Legs of vessel to be painted black.

Cleanup all project debris upon completion of project. Project comes with a 1 yr. labor & materials warranty covering coating failure due by natural causes.

The cost of the tank project is split into two components, 1) general repainting of the tower and 2) printing and installation of logo artwork on the tank.

The proposed repainting is to be done by GoldStar Painting out of Turlock and the logo work and installation will be done by Signtech out of Ceres.

Staff is proposing that two City logos be installed on the tank so that they are visible to traffic traveling northwest and southeast along Santa Fe Avenue (Attachment 1). There is also the option of adding another image on the water tank that faces the northeast part of town. Several members of the community have recommended placing the husky paw in that space (Attachment 2).

**Fiscal Impact:**

The repainting of the tower will cost \$24,225 and the creation and installation of the logos will cost \$5,735. The total cost will be \$29,960 (Attachment 3).

## Renderings of City Logo on the Water Tower

View looking  
northwest on  
Santa Fe



View looking  
southeast on  
Santa Fe



## Rendering of Water Tower With Husky Paw

View looking  
southwest from  
Pine Street and 1<sup>st</sup>  
Street





LICENSE NO. 553088 – BONDED & INSURED  
 500 West Glenwood Avenue, Turlock, CA 95380  
 Phone: (209) 664-9885 Fax: (209) 664-9889  
 www.goldstarturlock.com

To: City of Hughson 7018 Pine St. Hughson Ca. 95326	DATE: 04/10/12	JOB PHONE NO.: 505-3049
	JOB NAME / NO.: Exterior coating project	
	JOB LOCATION: City Water Tank, Hughson Ca.	
	Customer Copy	JOB # BI11298

We hereby submit estimate for: Preparation and coating exterior of Hughson Water tank as per instructions by City of Hughson. Quote based on Prevailing Hourly Rates for Stanislaus County.

Scope of work:

Turbo wash with 12,000 PSI washing to remove dirt, loose paint and rust. Hand and power tool clean failed areas of tank to ready for coating. Apply Carboline Rust Bond epoxy coating to oxidized or rust damaged areas. Apply complete coat of Sherwin Williams Procryl universal industrial primer. Apply finish coat of SW Shercryl industrial coating (semi-gloss or Gloss) coating. Color of tank body to be Hughson beige. Legs of vessel to be painted black. Cleanup all project debris upon completion of project. Project comes with a 1 yr. labor & materials warranty covering coating failure due by natural causes.

**ESTIMATED COST OF PROJECT.....\$24,225.00**

**\*\*\* Gold Star will supply lift for sign company. Sign Co. to install signage 1-2 days upon completion of tank coating. City of Hughson to burden cost if lift rental exceeds 1month due to sign co.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard Practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.  
 Terms Net 30 Days. A service charge of 1 1/2% per month (18% per annum) will be charged on all past due accounts unless otherwise specified.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TWENTY FOUR HUNDRED TWENTY HUNDRED TWENTY FIVE AND NO CENTS. dollars 24,225.00

Payment to be made as follows:

Down payment of \$ 4,225.00 required.

Payment due Net 15 days of completion.

ROBERT WRIGHT  
 Authorized Signature (GoldStar)

Note: This proposal may be withdrawn by us if not accepted within 30 days

**ACCEPTANCE OF PROPOSAL:** The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Client Signature	Date	Signature	Date
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# SIGNTECH

Electrical & Commercial Signs

1159 Montclair Dr. ■ Ceres, CA 95307  
 PHONE 209 581-9677 FAX 209 581-9699

## ESTIMATE

Date	Estimate #
4/10/2012	8676

**CUSTOMER:**

MCR Engineering  
 Tony Marshall  
 1242 Dupont Court  
 Manteca, CA 95336

Job Name	Hughson Water Tower	
Contact	Tony Marshall	

REP	TERMS
VS	Due upon receipt

JOB DESCRIPTION	QTY	COST	TOTAL
Manufacture new vinyl graphics and digitally printed and laminated graphics per provided design for Hughson water tower. Approximate size of 5'x20'.	1	3,650.00	3,650.00T
OPTIONAL: Manufacture Hughson Huskies paw print logo in black vinyl per provided design. Size approximately 6' tall.	1	350.00	350.00T
Labor to install graphics to water tower. Price assumes lift is provided by customer. If left rental is required, it will be at an additional charge.	1	1,290.00	1,290.00
OPTIONAL: Labor to install Hughson Huskies Logo.	1	150.00	150.00

	Subtotal	\$5,440.00
Above signer authorizes work and accepts terms and conditions.      Date	Sales Tax (7.375%)	\$295.00
	<b>TOTAL</b>	<b>\$5,735.00</b>

Fees for required permits, inspections and engineering are not included and will be added to the final invoice as needed.

50% deposit may be required; balance is COD or as shown above.

Overdue accounts are subject to a 1.25% monthly (15% annual) finance charge, plus any and all reasonable costs incurred in collecting monies owed.

Warranty: 90 days on labor, lamps and neon; one year on other material unless expressly excluded.

\* Service calls are diagnostic, and estimates often must be increased to complete repairs.



## CITY OF HUGHSON AGENDA ITEM NO. 4.2

### SECTION 4: UNFINISHED BUSINESS

**Meeting Date:** May 14, 2012  
**Subject:** Consider Resolution No. 2012-22 to Submit to the Electors the Question of Whether the Mayor Should Serve a Two-year or Four-Year Term Pursuant to California Government Code Section 34900 et. seq.  
**Presented By:** Bryan Whitemyer, City Manager

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

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#### **RECOMMENDATION:**

Adopt a Resolution authorizing the city council to submit to the electors the question of whether the mayor should serve a two-year or four-year term pursuant to Government Code Section 34900 et. seq.

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

Pursuant to Government Code Section 34900, the term of mayor for a general law city such as the City of Hughson shall be for either a two year or four year term. The term of office for Mayor of the City of Hughson is and has been two years. Any change in the term of the Office of the Mayor would have to be approved by the voters within the City of Hughson.

If the Council wishes to place this issue before the voters for a decision, procedurally the City Council will need to adopt this resolution authorizing that the following question be submitted to the voters at the next regular election, the November 6, 2012 general election:

“Shall the term of office of a mayor be changed from two years to four years? Yes\_\_ No\_\_”

In the event the Council decides to adopt the resolution, Staff will then work with the City Clerk to place the item on the ballot.

#### **FISCAL IMPACT:**

None, other than the actual costs that the County Registrar of Voters will seek payment from the City for adding the question to the ballot.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2012-22**

**A RESOLUTION OF THE HUGHSON CITY COUNCIL ELECTING TO SUBMIT TO THE ELECTORS THE QUESTION OF WHETHER THE MAYOR SHOULD SERVE A TWO-YEAR OR FOUR-YEAR TERM PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 34900 ET. SEQ.**

**WHEREAS**, Government Code Section 34900 permits the City Council to submit to the electors the question of whether the mayor should serve a two-year or four-year term; and

**WHEREAS**, the term of office for the Mayor of the City of Hughson is and has been a two-year term; and

**WHEREAS**, the Hughson City Council desires to submit to the electors the question of whether to change the mayor's term from a two-year to a four-year at the next general election taking place on November 6, 2012.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUGHSON AS FOLLOWS:**

The City Council of the City of Hughson hereby approves that the question be submitted to voters during the next general election on November 6, 2012, of whether the term of office of a mayor be changed from two years to four years in the form required under Government Code Section 34900 et. seq.

**PASSED AND ADOPTED** by the City of Hughson at a regular meeting thereof held on May 14, 2012 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

ATTEST:

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



## CITY OF HUGHSON AGENDA ITEM NO. 6.1

### SECTION 6: NEW BUSINESS

**Meeting Date:** May 14, 2012  
**Subject:** Review and Approve Using \$11,500 in Community Enhancement Funds to Install Handrails On Hughson Avenue and Wrought Iron Fencing At City Hall.

**Presented By:** Bryan Whitemyer, City Manager

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

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#### **RECOMMENDATION:**

Review and approve using \$11,500 in Community Enhancement Funds to install handrails on Hughson Avenue (\$6,000) and wrought iron fencing (\$5,500) at City Hall to secure new alternative fuel vehicles.

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

Previously, the City Council approved using Community Enhancement Funds to contribute \$25,000 for the High School Sports Fields Project, \$22,000 to install lights on the bridges on Hatch Road, and \$30,000 to repaint the water tower by the City corporation yard.

Turlock Irrigation District (TID) has decided to cover the cost of installing lights on the bridges. In fact, this work has already been completed and new dusk to dawn lighting has been installed on the bridges over the Hatch Road Canal at Tully Road, 7<sup>th</sup> Street, and Euclid Road.

As a result, funds are available in the Community Enhancement Fund account for other projects. Staff recommends spending \$6,000 to install American with Disabilities Act (ADA) compliant hand rails on Hughson Avenue. These hand rails would enable pedestrians to more safely navigate the step up to the sidewalk on the south side of Hughson Avenue between Charles Street and 3<sup>rd</sup> Street.

Staff is also recommending spending \$5,500 to install wrought iron fencing at City Hall in order to provide a secure location for two new electric vehicles it will receive shortly.

#### **Fiscal Impact:**

The City had budgeted \$22,000 in Community Enhancement funds for the lighting on the canal bridges. Approximately \$3,200 was spent for the design of the lighting but TID paid for the lights and the installation of the lights freeing \$18,000 for other projects. These savings will be utilized to cover the \$11,500 being requested for the hand rails and the fencing.



**CITY OF HUGHSON AGENDA ITEM NO. 6.2  
SECTION 6: NEW BUSINESS**

**Meeting Date:** May 14, 2012  
**Subject:** Consideration of Resolution No. 2012-21, A Resolution of the City Council of the City of Hughson Authorizing an Additional Appropriation of \$40,000 to Fund 81-800-6202 in this Fiscal Year’s Budget for Design of a Non-Potable Water System  
**Enclosures:** 1. Map Showing Turf Areas  
 2. Close-up of High School Athletic Fields  
**Presented By:** Thom Clark, Community Development Director  
**Approved By:** \_\_\_\_\_

**BACKGROUND AND OVERVIEW:**

There is currently a call for projects for the East Stanislaus Integrated Regional Water Management Plan (Plan). Shovel-ready projects submitted for inclusion in the Plan by June 1, 2012 will be submitted for Proposition 84 grant funding. Our City Engineer has estimated the design work for the proposed system to convey non-potable water to large turf areas in the City will cost \$40,000 maximum and can be completed within about three weeks. This design work will qualify the Non-Potable Water System Project for submittal for grant funding.

This formula for having a design in place before project funding becomes available has served us well with street projects, where we have been able to capitalize on hundreds of thousands of dollars in street funding through the COG because we had projects already designed and ready to go when new funding came available.

The system is intended to serve the major turf areas in the City, including the old and new sports fields at the high school (See map of high school athletic fields), Fox Road Elementary/Ross Junior High campus, as well as Fontana, Le Bright, and Starn Parks. (See map of major turf areas)

High School	Fox Rd Schools	Fontana Park	Le Bright Fields	Starn Park
30 acres	8 acres	2 acres	7 acres	7 acres
			Total	54 acres

There are many variables involved with calculated water demand for turf areas. However, our water consultants, the H<sub>2</sub>O Group, estimate approximately 25 to 30 gallons of water per acre per minute (gpm) for this area of the Valley. This equates to about 1,500 gpm that we can remove from the potable water system. Our average well design capacity is 1,200 gpm, although most can and have run substantially higher at different times.

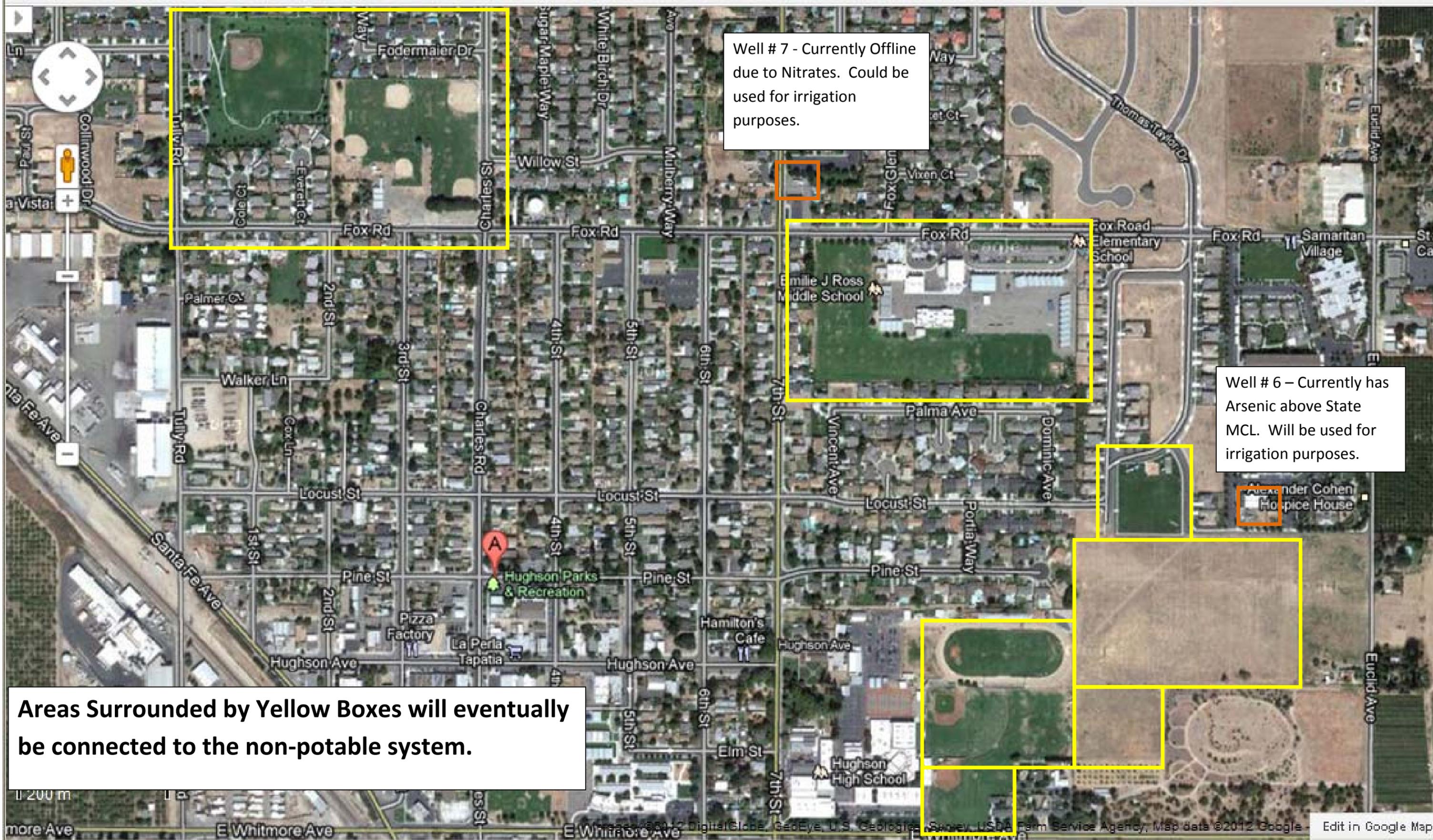
The proposed new non-potable system is intended to reduce the overall demand for water on our potable water system. Alleviating demand pressure on the potable system will allow us to use fewer water wells, thereby reducing the maintenance and water treatment costs of the system. We currently anticipate removing wells No. 6 and 7 from the potable water system and using them to supply water for the non-potable system.

### **FISCAL IMPACT**

Staff is requesting an additional appropriation of \$40,000 from the Water Development Impact Fee account; number 81-800-6202. As of this writing we do not have a cost estimate for the entire system but costs should probably be in the \$300,000 to \$400,000 range. It is preferable that funding for the construction phase of this project came from grant funds if possible.

### **RECOMMENDATION:**

Adopt Resolution No. 2012-21, A resolution of the City Council of the City of Hughson authorizing an additional appropriation of \$40,00 to Fund 81-800-6202 in this fiscal year's budget for design of a non-potable water system.



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

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

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

**CITY OF HUGHSON**  
**CITY COUNCIL**  
**RESOLUTION NO. 2012-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
AUTHORIZING AN ADDITIONAL APPROPRIATION OF \$40,000 TO  
FUND 81-800-6206 IN THIS FISCAL YEAR'S BUDGET FOR DESIGN  
OF A NON-POTABLE WATER SYSTEM**

**WHEREAS**, the City of Hughson currently delivers only groundwater to residents within city limits; and

**WHEREAS**, the cost of regulatory compliance for monitoring and treating groundwater is high and increasing as regulations get more stringent; and

**WHEREAS**, a reduction in demand will be beneficial to the public water system by reducing the number of well heads to be monitored and treated; and

**WHEREAS**, a non-potable system to be used mainly for turf irrigation will substantially reduce demand and thereby costs in the public water system; and

**WHEREAS**, a grant opportunity has recently presented itself that was not anticipated at the beginning of the budget year; and

**WHEREAS**, the grant opportunity requires a project to be already designed and ready to bid; and

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby authorize an additional appropriation of \$40,000 to Fund 81-800-6202 for design of a non-potable water system.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof held on May 14, 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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RAMON BAWANAN, Mayor

ATTEST:

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DOMINIQUE SPINALE, Deputy City Clerk



## **CITY OF HUGHSON AGENDA ITEM NO. 6.3 SECTION 6: NEW BUSINESS**

**Meeting Date:** May 14, 2012  
**Subject:** Annual Parks and Recreation Report  
**Enclosures:** Yes  
**Presented By:** Thom Clark, Community Development Director

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

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### **BACKGROUND AND OVERVIEW:**

The following report is prepared pursuant to Municipal Code Section 2.14.090.

### **RECOMMENDATION:**

Receive the report.



## **PARKS AND RECREATION COMMISSION 2011 ANNUAL REPORT**

This annual report is prepared in accordance with Municipal Code Section 2.14.090 and the Parks and Recreation Commission's adopted Rules and Responsibilities.

### **ACTIVITIES:**

#### **1. Administration.**

##### **A. Recreational Activities**

Recreational activities offered in 2011 include:

- Ping Pong (table tennis) at the Community Senior Center
- Hughson Youth Baseball Association activities at Lebright
- Youth Football activities at Starn Park

#### **2. Facilities.**

The City of Hughson has three major facilities that are available for reservation and use by the public: Starn Park, the Community Senior Center, and the United Samaritan Foundation's (USF) Community Center building on 3<sup>rd</sup> Street. A fourth facility, Fontana Park, is available for use by the public but does not offer facility rental.

##### **A. Starn Park.**

Starn Park is a 8.2 acre facility with a number of amenities including a lighted baseball/softball field, concession stand, covered and non-covered picnic areas and BBQ areas, a tot lot, walking trails, and open areas which are used by youth soccer and football groups. All or part of the park is available for reservation and rental by the public. In 2011, the park and its facilities were reserved 175 times. That is about a 5% increase over 2010 rentals. A usage pie chart is attached to this report.

## B. Community Senior Center.

The Community Senior Center is a group facility available to the public for rental. It is located on Fourth Street next to City Hall and the Police Station. Daily lunches are served in the Center, with music provided by a local country/western band on Wednesdays and Thursdays.

Other programs at the Senior Center in 2011 included:

- A Senior Meals Program
- Bingo on Friday's
- Services to Older Adults Advisory Council meeting
- Stanislaus County Travel and Tourism Council meeting
- Stanislaus Elder Abuse Prevention Alliance (SEAPA) monthly meetings
- SEAPA Safe Banking Seminar
- Services To Older Adults Advisory Council (STO AAC) meeting
- Healthy Aging – Young at Heart exercise classes
- Friday night and two Sunday music sessions
- Informational meetings for Medicare Part D
- Several small Shop-Till-You-Drop events for the Seniors
- Hughson Youth Football and Baseball held monthly board meetings and equipment disbursement days

There were 163 reservations of the Center made in 2011 compared to 190 in 2010. The majority of the drop in usage was in the high income producing category of weddings and parties. A usage pie chart is attached to this report.

Note that the Senior Club was responsible for grant funding that helped build the building, so no fees are charged for their various uses. At least one room is reserved exclusively for senior activities in accordance with the grant. There is also a Memorandum of Understanding (MOU) with Hughson Youth Center, Inc., who owned the land that the Center was built on and subsequently conveyed title to the City. The MOU specifies that the building must be maintained as a senior center or title will revert back to Hughson Youth Center, Inc. The term of the MOU is nearing expiration, at which time the City may do with the building as they deem fit.

## C. United Samaritan Foundation (USF) Community Center (3<sup>rd</sup> Street Samaritan Center).

The City manages the USF Center for the owners, United Samaritan Foundation. Stanislaus County and the non-profit Family Resource

Center are daily users of the office space. There are also rooms available for community meetings with rental rates set by the City. 2008 was the first full year that the City booked the meeting rooms. Prior to that, bookings were done by the staff of the lease holders. This facility is open to approved groups only such as clubs, youth groups and government organizations. No private functions are allowed.

The attached usage chart contains a breakdown of uses for 2011, compared to the usage in 2010. Usage in 2011 is down across the board, with paid uses dropping by 40%.

#### STATE OF THE PARKS:

In 2010, the City of Hughson owned two parks: 8.2 acre Rolland Starn Memorial Park and 2 acre Andrew Fontana Memorial Park. Both are conjunctive use facilities that serve as storm drainage basins in the wet season, as well as providing open space for recreation in dryer months. Both parks provide for passive and active recreational uses such as baseball, softball, soccer, football, picnicking, walking/jogging and a children's play equipment area.

A. Starn Park is a heavily used facility, especially during the warmer months. The park is fully developed and well maintained. Current planning is for an irrigation and wall covering project to protect the block walls from graffiti. These walls did not benefit from anti-graffiti coating, as the restroom walls were, at the time of installation.

B. Fontana Park is a 2 acre facility that is fully developed, including sidewalks on all four sides, numerous trees throughout the park, barbeques, benches, picnic tables, a play structure, horseshoe pits, shade structures and a park monument sign. This park is not a rental facility like Starn Park.

C. There are two recreational facilities within the community which are privately owned. They are the Rhapsody Basin and Tot Lot (1.28 acres) and the Hughson Arboretum and Gardens (13 acres). The Rhapsody Basin and Tot Lot is maintained by a private homeowner's association.

The Hughson Arboretum and Gardens has developed a system of trails, as well as a tree and shrub planting program that is ongoing. No structures or other hardscape improvements have been installed, other than benches. It is maintained by the property owner, who has recently completed the formation of non-profit status for the gardens. A new interpretive trail was added this year with the leadership of Eagle Scouts from Turlock's Troop 21.

D. Hughson Unified School District also provides for recreational facilities needs in the City. They own the 2 acre Carrie Shrader Park and adjacent property where the old swimming pool was located; the 8.5 acre Billy Joe Dickens Continuation School/Lebright school site where most of the little league baseball activities take place; and the various school sites: 8.52 acres at Hughson High School, 6.05 acres at Ross Middle School/Fox Road Elementary, and 3.68 acres at Hughson Elementary. Additionally, the High School site has been recently expanded by an additional 14.5 acres that will be used for future athletic fields.

Through a lease agreement, the City maintains Lebright Fields, which is used as the main ballfields for Hughson Youth Baseball. The facility is also open to the general public when Hughson Youth Baseball is not in season.

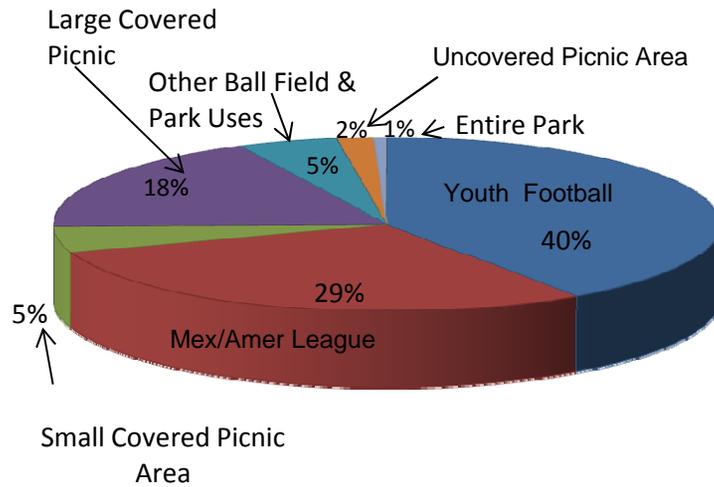
E. All recreational acreage within the City, private and public, totals about 67.5 acres. City owned acreage is 10.2 of that total.

## STARN PARK USAGE/RENTALS - 2010/2011

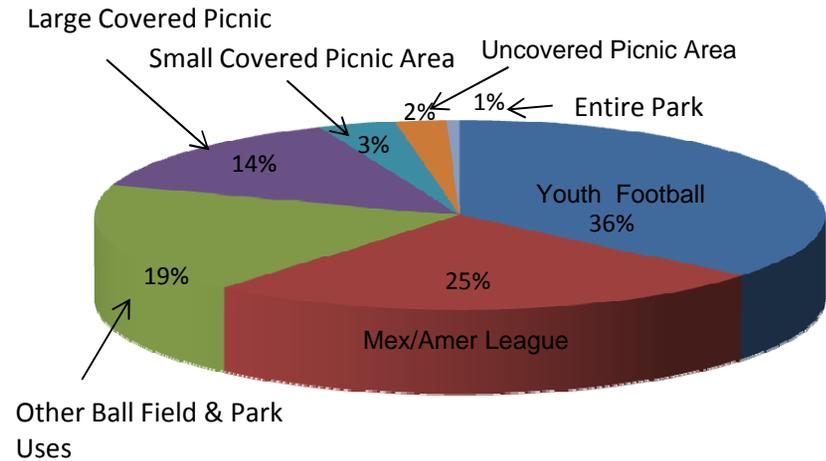
	<b>2010</b>	
1 Youth Football	67	
2 Mexican American Baseball League	49	
3 Other Base Field & Park Uses	8	
4 Large Covered Picnic Area	30	
5 Small Covered Picnic Area	8	
6 Uncovered Picnic Area	3	
7 Entire Park	1	
Total Yearly Uses:	<b>166</b>	

	<b>2011</b>	
1 Youth Football	63	
2 Mexican American Baseball League	44	
3 Other Base Field & Park Uses	33	
4 Large Covered Picnic Area	24	
5 Small Covered Picnic Area	6	
6 Uncovered Picnic Area	4	
7 Entire Park	1	
Total Yearly Uses:	<b>175</b>	

### 2010 Usage

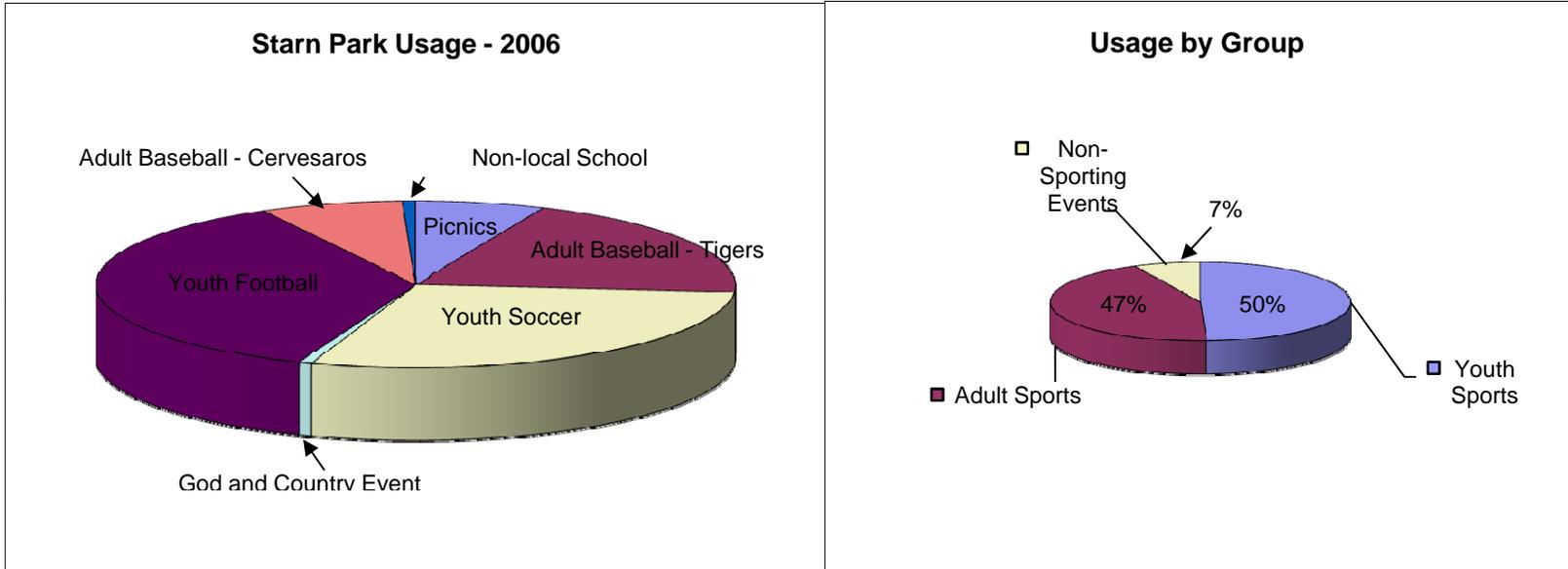


### 2011 Usage



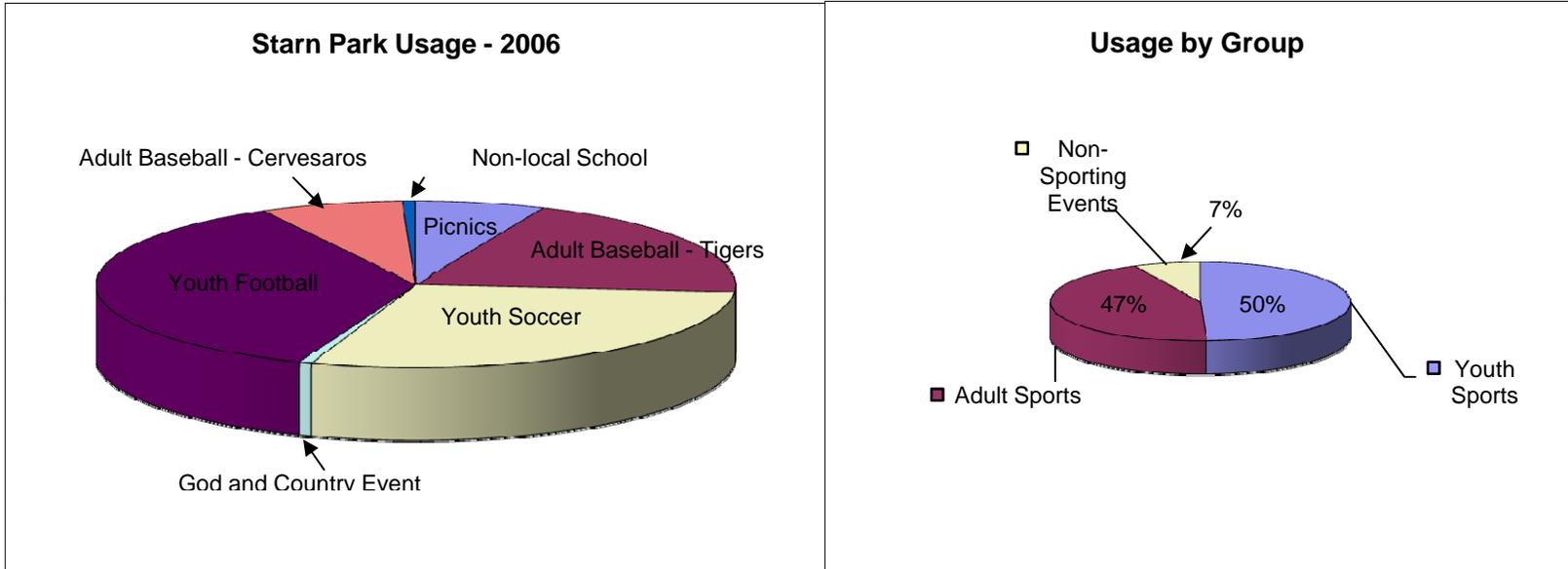
## STARN PARK USAGE - 2006

1 Picnics	10	Youth Sports	75
2 Youth Football	30	Adult Sports	66
3 Youth Soccer	44	Non-sporting events	11
4 Non-local School	1		
5 Tigers - Mexican/American Adult Baseball	55		
6 Cervesaros - Mexican/American Adult Baseball	11		
7 City Co-Sponsored Event - God and Country	1		
Total Yearly Uses:	152		



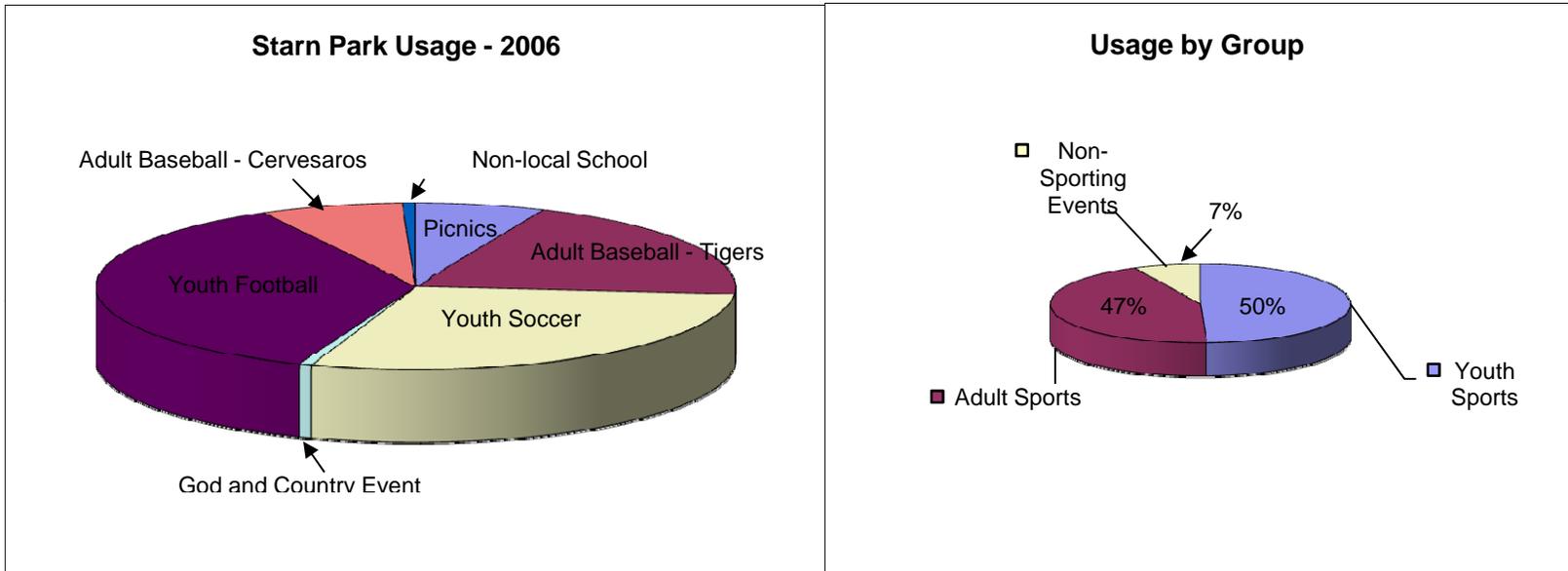
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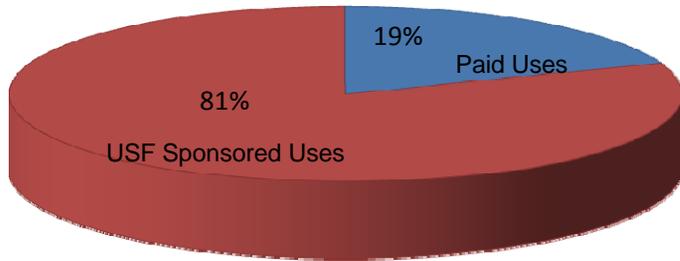


## SAMARITAN 3RD STREET CENTER USAGE - 2010 & 2011

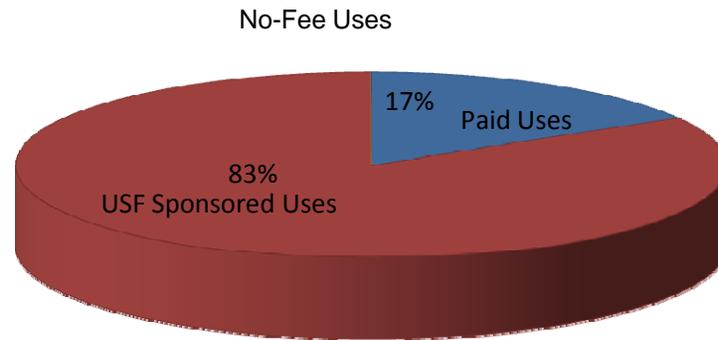
2010	
1 Paid Uses	45
2 USF Sponsored Uses	<u>186</u>
Total Yearly Uses:	231

2011	
1. Paid Uses	27
2. USF Sponsored Uses	<u>135</u>
Total Yearly Uses:	162

### 2010 Usage



### 2011 Usage





## **CITY OF HUGHSON AGENDA ITEM NO. 6.4**

### **SECTION 6: NEW BUSINESS**

**Meeting Date:** May 14, 2012  
**Subject:** Consider Allowing the Hughson Chamber of Commerce to Occupy the Reception Area in the City Hall Annex Building and Authorize Staff to Negotiate Lease Arrangements with the Chamber  
**Presented By:** Bryan Whitemyer, City Manager

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

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#### **RECOMMENDATION:**

Consider Allowing the Hughson Chamber of Commerce to Occupy the Reception Area in the City Hall Annex Building and Authorize Staff to Negotiate Lease Arrangements with the Chamber

#### **BACKGROUND:**

The Hughson Chamber of Commerce has been inactive in Hughson for the last few years. However, there is a current movement that is taking steps to once again establish a chamber of commerce that markets and supports local businesses as well as plans, promotes, and holds an annual festival to showcase the Hughson community.

The City of Hughson currently owns the City Hall Annex building located at 7012 Pine Street. This building is vacant as a result of staffing reductions that occurred last year. Efforts are being made to convert this office space into a business incubator but there is also space available that would be well suited for the chamber of commerce.

Staff is proposing to allow the chamber to occupy the reception desk area where they would have access to phone, fax, and internet. Additionally, we would allow them to place their filing cabinets in the common area by the reception desk. During initial discussions the chamber has tentatively agreed to pay for the utility costs associated with their occupancy of the space in the building. Staff is also asking for the Council's authorization to negotiate a lease agreement with the chamber.

**Images of Reception Area:**

