



CITY OF HUGHSON
CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

AGENDA
MONDAY, APRIL 14, 2014 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Jill Silva
Councilmember George Carr
Councilmember Harold Hill

FLAG SALUTE: Mayor Matt Beekman

INVOCATION:

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

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

2. PRESENTATIONS:

- 2.1:** A Proclamation of the City Council of the City of Hughson Declaring April 13-19, 2014 as National Library Week.
- 2.2:** A Partnership for Progress, Presented by Chevron Energy Solutions.

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: Approve the March 24, 2014 Regular Meeting Minutes.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the Treasurer's Report for the Months of January and February, 2014.
- 3.4: Adopt Resolution No. 2014-11, Waiving Fees for the City Wide Yard Sale Scheduled for April 26-27, 2014.
- 3.5: Adopt Resolution No. 2014-12, Supporting California Safe Digging Month.
- 3.6: Adopt Resolution No. 2014-13, Appointing John Padilla as City Treasurer for the City of Hughson.

4. UNFINISHED BUSINESS:

- 4.1: Accept the Progress Report on the City of Hughson Lighting and Landscaping Districts and Benefit Assessment Districts.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**6. NEW BUSINESS:**

- 6.1: Approve the Agreement Between the City of Hughson and the Hughson Unified School District for School Resource Officer Services.
- 6.2: Discuss and Provide Direction to the City Manager Regarding the Negotiation of a Purchase Price Agreement with the Hughson Unified School District for the 7th Street Park Acquisition Project.

7. CORRESPONDENCE: NONE.**8. COMMENTS:**

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

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of section 549569: 2 potential cases.

10. REPORT FROM CLOSED SESSION:

ADJOURNMENT:

WAIVER WARNING

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

UPCOMING EVENTS:

April 26-27	▪ City-Wide Yard Sale Event
April 28	▪ State of the City Address-Special Council Meeting, Samaritan Village, 6:00pm
May 3	▪ City-Wide Clean Up Day, 9:00-2:00pm
May 10	▪ Love Hughson Event-Starn Park, 7:30am-12:00pm
May 12	▪ City Council Regular Meeting, City Council Chambers, 7:00pm
May 20	▪ Planning Commission Meeting, City Council Chambers, 6:00pm
May 27	▪ Economic Development Committee, City Council Chambers, 5:30pm
May 27	▪ City Council Regular Meeting, City Council Chambers, 7:00pm

RULES FOR ADDRESSING CITY COUNCIL

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

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

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

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

AFFIDAVIT OF POSTING

DATE: April 11, 2014 **TIME:** 5:00pm
NAME: Dominique Spinale **TITLE:** Deputy City Clerk

Notice Regarding Non-English Speakers:

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

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

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

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



CITY OF HUGHSON AGENDA ITEM NO. 2.1

SECTION 2: PRESENTATIONS

Meeting Date: April 14, 2014
Subject: Approval to Proclaim April 13-19, 2014 as National Library Week Proclamation
Presented By: Dominique Spinale, Management Analyst/City Clerk
Approved By: _____

Staff Recommendation

Proclaim April 13-19, 2014 as National Library Week.

Background:

The mission of the Stanislaus County Library is to foster the love of reading and open the door to knowledge.

In an effort to spread the word on the importance of libraries, every April the Stanislaus County Library requests a Proclamation from the City of Hughson and the seven other cities in Stanislaus County, declaring a National Library Week. This year it will take place April 13-19, 2014.

Ms. Heather Bailey, Hughson Library Branch Manager, will be present to accept the Proclamation from the City Council.



*PROCLAMATION
NATIONAL LIBRARY WEEK - APRIL 13-19, 2014*

***WHEREAS**, library use is up nationwide among all types of library users, continuing a decade-long trend; and,*

***WHEREAS**, a literate workforce is essential to the cultural and economic health of our community; and,*

***WHEREAS**, reading is a basic key to achieving personal success in school, in business and in life; and,*

***WHEREAS**, librarians are actively building partnerships in the community and making special efforts to reach out to parents, children and low-literate adults; and,*

***WHEREAS**, libraries ensure equal access to knowledge and information and offer valuable reading resources and services; and,*

***WHEREAS**, librarians and libraries are actively involved in providing equitable access to the Internet and other computer technologies; and,*

***WHEREAS**, libraries provide free resources for the evolving needs of the community, such as employment searches, online interview preparation, resume assistance and tutoring support; and*

***WHEREAS**, libraries offer pre-school Story Times and summer reading programs to encourage children to begin a habit of reading that will serve to benefit their personal and professional lives,*

***NOW, THEREFORE BE IT RESOLVED** that the City Council does hereby unanimously proclaim April 13-19, 2014, National Library Week in Stanislaus County and urges everyone to visit their library to take advantage of the wonderful resources available, provided through the voter-approved 1/8-cent sales tax dedicated to the support of libraries.*

Presented on this 14th day of April, 2014

MATT BEEKMAN, Mayor



CITY OF HUGHSON AGENDA ITEM NO. 2.2

SECTION 2: PRESENTATIONS

Meeting Date: April 14, 2014
Subject: Consideration of the Presentation “A Partnership for Progress” by Chevron Energy” Solutions
Presented By: Jim Duval, Interim Community Development Director
Approved By: _____

Staff Recommendation:

Consider the presentation, “A Partnership for Progress” by Chevron Energy Solutions.”

Background:

Chevron Energy Solutions (CES) is a comprehensive sustainability and energy solutions provider. CES has completed an evaluation of City of Hughson facilities and infrastructure and will be make an informational presentation of their findings and potential opportunities. CES will showcase projects implemented with other municipalities including the cities of Patterson and Waterford.

The Chevron Energy Solutions project team is composed of John Paul Primeau (Program Development Manager), Mark Dure-Smith (Project Manager) and Adan Rosillo (Project Development

A Partnership for Progress

The City of Hughson and Chevron Energy Solutions



Human Energy®

John Paul Primeau, Program Development Manager
Adan Rosillo, Project Development Manager
Mark Dure-Smith, Project Manager

April 14th, 2014

Chevron Energy Solutions

Background, Overview and Philosophy

A Better California Is Rooted in The Success of California Communities



Chevron USA

Chevron Energy Solutions

Chevron Values

Innovation - Achievement - Economic Vitality of Community - Fiscal Responsibility - Continual Improvement

Largest Employer in CA

One in ever 200 jobs in California is with Chevron





Chevron Energy Solutions:

A comprehensive sustainability and energy solutions provider

Integrated Energy Solutions = Optimal Economic & Environmental Impact



1. Necessary Capital Improvements
2. Energy Conservation Measures
3. Innovation and Growth Needs

Short-term cash flows support long-term savings opportunities

Reference Project: City of Patterson From Concept to Reality – Project Scope



City-wide interior/exterior lighting retrofits

- Aquatic Center
- New Corporation Yard
- Fire Station #1
- Fire Station #2
- Waste Water Treatment Plant



Installed Plug In Electric Vehicle Charging Station

Upgraded City-owned street lights from high pressure sodium to more energy efficient LED technology

Installed 1.12 MW Solar Photovoltaic (PV) Renewable Energy Generation

- Waste Water Treatment Plant
- New Corporation yard
- Senior Center
- Aquatic Center



Reference Project: City of Patterson By The Numbers

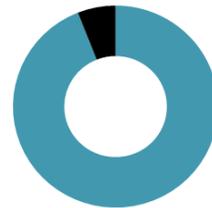


REMOVING
CARS FROM
THE ROAD
PER YEAR

316
CARS

1245
ACRES

CARBON OFFSET
BY ACRES OF
PINE FOREST
ANNUALLY



94% **Clean Energy Generated**
To meet the energy demand at the
New Corp Yard, Senior Center,
Aquatic Center and WWTP

\$6 Million

In savings during 30 year life of program
(30 Year Warranty on Solar PV Panels)

Year 1-16 Budget Neutral

Year 16 to 30

- Annual general fund relief averaging = \$450,000/year

*“Patterson is the first
city in the San Joaquin
Valley... to go green.”*

KCRA News 3
5/31/2012



Reference Project: City of Waterford

Project Measures & Savings

Building Name	Savings (kWh/yr)	% Offset	Savings (\$/yr)	Solar PV KW
Waste Water Treatment Plant	617,555	94%	\$67,504	250.75
City Hall	25,555	59%	\$3,810	17.7
Community Center	42,125	85%	\$6,285	29.5
381 Streetlights	222,289	72%	N/A	
Totals	907,524	86%	\$108,266	297.95



LED Streetlights



Solar PV



Waste Water Treatment Plant Control Upgrades

Reference Project: City of Waterford Community Partnerships and Connection to Schools



Involvement
of local
businesses

Student
research
projects



Hands-on learning
opportunities

Students
Teachers
Parents
City Leadership
Community Members
WUSD Leadership
Chamber of Commerce
Lions Club
WIT



City of Hughson Strategic Goals, Possibilities, & Impact



Reducing operational costs



Hedging against future rate increases



Creating positive press around the City's environmental efforts



Increasing health and safety of city and community by piloting innovative lighting technologies



Empowering citizens to live healthier and safer lives which will also save them money which they can reinvest into the local economy



STEM (Science, Technology, Engineering, Math) learning opportunities for student which lead to green/clean jobs that are growing in the region

Purpose of an Opportunity Assessment Report: Quantitative & Qualitative-Based Engineering Analysis



Baseline Establishment

- Utility rate analysis and tariff evaluation (usage profile, etc.)
- Benchmarking of energy density or intensity as compared to other school facilities of similar construction period, make-up, and occupancy

Comprehensive on-site energy analysis

- Heating and Cooling Systems
- Energy Management Control Systems
- Renewable Energy Options (cogeneration, solar, wind)
- Facility Sustainability (long-term cost-benefit analysis)
- Lighting Performance Improvements (indoor/outdoor)
- Water Efficiency (restrooms, irrigation)

Technical Objectives

- Optimize energy savings and electrical/gas usage offset
- Enhance and upgrade infrastructure where needed
- Focus on technologies and applications that optimize cost-efficiency and payback

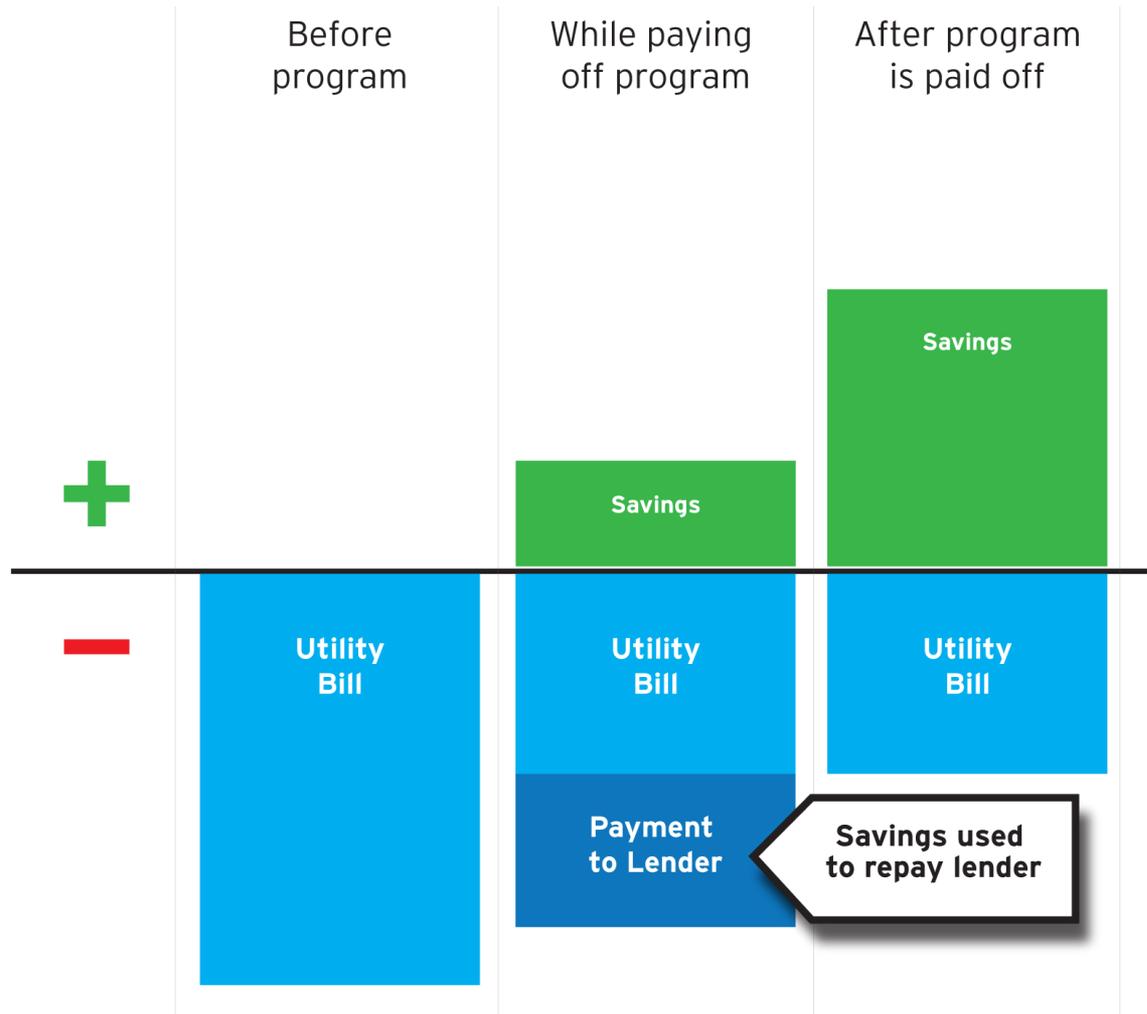
Additional Components

- Carbon offset and environmental benefits
- Educational and training opportunities
- Existing or emerging policy and legislation (feed-in tariffs, etc.)

Can we build a paid
through savings project?



How a Chevron Energy Solutions Program Works



Energy Savings Project



By investing in an energy savings project, a city is investing in its local economy through:

- Purchase of local materials
- Creation of local jobs, which increases household income and local spending
- Sales tax revenues

Creates Jobs



New energy savings project, hires local workforce, increasing household income.

- Energy Savings project increases demand for local construction jobs
- Increased demand on local goods and services creates indirect jobs, i.e. transportation, food services, living expenses, and housing

Increases Household Income



Increase in household income, creates an increase in demand for local goods and services.

- Based on Regional Income Division multipliers from the Bureau of Economic Analysis (RIMS II):
"input-output multipliers show how local demand shocks affect total gross output, value added, earnings, and employment in the region."

Source: <https://www.bea.gov/regional/rims/rimsii/>

Increases Local Spending



Increase in household income, increases local spend which creates demand for goods and services.

- The Local Shopping Index (LSI) takes into account what percentage of household income is spent within the city vs. outside of their city

Source: <http://quickfacts.census.gov/qfd/states/06/062364.html>

From Development to Completion



Step 1: Opportunity Assessment Report

- Exploration for strategies, possibilities and financial feasibility
- Pilot Opps, Scaling Local business, Community impact (Step 11)

Program Development Process / Field and Engineering Analysis

Step 2: Identify

- Establish Energy Baseline and Identify Energy-Saving Projects

Step 3: Quantify Cost and Savings

- Quantify Energy Savings and costs

Step 4: Prioritize and Determine Scope

- Prioritize Short & Long Term Savings Opportunities. Run finance RFP, Materials RFPs, Labor RFPs

Implementation

Step 5: Construction Docs

- Review CDs with city and submit for permit

Step 6: Procurement

- Transparent, competitive procurement

Step 7: Construction

- Mobilize, secure sites, and construct project

Post-Implementation Services

Step 8: Media

- Ribbon cutting, positive press

Step 9: Training and Education

- Training manuals and warranties, Public educational outreach, workforce development

Step 10: Ongoing O&M, M&V

- Annual reporting and 3rd party verification to ensure guaranteed savings are achieved

Step 11: Eco. Development, Community Engagement and Workforce Development

- Opps. for economic workforce and community development. Scale local business, provide training, create career pathways etc



Questions?

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Mark Dure-Smith
Project Manager
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415-766-1157

Adan Rosillo
Project Development Manager
arosillo@chevron.com
415-710-5862





CITY OF HUGHSON AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR

Meeting Date: April 14, 2014
Subject: Approval of the City Council Minutes
Presented By: Dominique Spinale, Deputy City Clerk

Approved By: _____

Staff Recommendation:

Approve the Regular Meeting Minutes of March 24, 2014 as presented.

Background and Overview:

The draft minutes of the March 24, 2014 meeting are prepared for the Council's review.



CITY OF HUGHSON
CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

MINUTES
MONDAY, MARCH 24, 2014 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
Mayor Pro Tem Jeramy Young
Councilmember Jill Silva
Councilmember George Carr
Councilmember Harold Hill

Staff Present: Raul Mendez, City Manager
Monica Streeter, Deputy City Attorney
Darin Gharat, Chief of Police Services
Dominique Spinale, Management Analyst/Deputy City Clerk
Jim Duval, Interim Community Development Director
Lisa Whiteside, Finance Manager
Sam Rush, Public Works Superintendent

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Reverend Ben Bush

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

Heather Bailey, Hughson Library Branch Manager updated the Council on planned activities at the local branch for April including the In-N-Burger reading incentive program and the Snuggles Project Day.

2. PRESENTATIONS: NONE.

3. CONSENT CALENDAR:

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

- 3.1: Approve the March 10, 2014 Regular Meeting Minutes.
- 3.2: Approve the Warrants Register.
- 3.3: Approve Waiving the Second Reading and Adopt Ordinance No. 2014-01, Amending Hughson Municipal Code Title Chapter 2.04 – Meeting Location.
- 3.4: Approve Waiving the Second Reading and Adopt Ordinance No. 2014-02, Amending Hughson Municipal Code Title Chapter 3.28 – Informal Bidding.
- 3.5: Approve Waiving Second Reading and Adopt of the Ordinance No. 2014-03, Amending Hughson Municipal Code Title Chapter 9.36 – Massage Establishments.
- 3.6: Receive and Accept the 2013 General Plan Progress Report and the Annual Progress Report on the Implementation of the Housing Element.

SILVA/CARR 5-0 motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS:

- 4.1: Accept the Progress Report on the City of Hughson Lighting and Landscaping Districts and Benefit Assessment Districts and Authorize the City Manager to Execute an Agreement with the City of Turlock for the Provision of Associated Administrative and Engineering Services.

City Manager Mendez updated the Council on the staff's work on the City's special assessment districts since the last reporting. Draft agreement with City of Turlock for administrative/engineering support had been prepared for consideration and authority for City Manager to execute was recommended. Turlock City Council is anticipated to consider agreement for approval on April 22, 2014. City Manager Mendez highlighted the key provisions in the draft agreement including the term, scope of service and compensation. City's discussions with Chevron Energy Solutions regarding an comprehensive energy efficiency audit was also mentioned.

BEEKMAN/SILVA 5-0 motion passes to accept report and authorize City Manager to execute the agreement with the City of Turlock for the provision of administrative and engineering services for the City of Hughson Lighting and Landscaping Districts and Benefit Assessment Districts.

- 4.2: Adopt Resolution No. 2014-10, Establishing the City of Hughson's Legislative Program.

City Manager Mendez provided some background to the Hughson Legislative Program that had been considered by the City Council previously but had been sent back to staff for revisions. Establishment of Hughson Legislative Program would set the framework for handling of federal and state legislative items by City staff. Stephen Qualls from the League of California Cities was in attendance and spoke to the importance of legislative advocacy and made recommendations for consideration including allowing the Mayor to designate someone to act on his behalf on the preparation of position letters and incorporating sections in the Program that addressed retirement and pension reform and emphasizing the preservation of local control and funding.

BEEKMAN/CARR 5-0 motion passes to adopt Resolution No. 2014-10, Establishing the City of Hughson's Legislative Program with direction to the City Manager to incorporate the amendments suggested by the League of California Cities representative at the meeting.

Stephen Qualls shared information regarding upcoming legislative events including District meeting with Assemblymember Kristin Olson (April 4, 2014), Legislative Briefing Webinar (April 10, 2014) and League of California Cities Legislative Action Day (April 23, 2014).

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1:** Consider the Adoption of the Mitigated Negative Declaration for the Seventh Street Park Project.

Interim Community Development Director Duval presented the staff report on this item that had been discussed and forwarded by the Hughson Planning Commission for formal adoption. Information regarding the State of California Land and Water Conservation Fund grant application submitted by the City of Hughson, based on prior Council direction, was provided in addition to the environmental review process followed to meet the necessary requirement for clearance. Reference to local agricultural mitigation measures were made as well as the appraisal for the subject property—the cost of which was being shared equally by the City of Hughson and the Hughson Unified School District. Council directed staff to bring the status of the grant application, funding available for the match requirement and future development, and property purchase price back for further discussion and direction.

CARR/SILVA 5-0 motion passes for Adoption of the Mitigated Negative Declaration for the Seventh Street Park Project.

6.2: Consider the Adoption of the Low Impact Development (LID) Manual.

Interim Community Development Director Duval presented the staff report on this item that had been discussed and forwarded by the Hughson Planning Commission for formal adoption. Information regarding the process used to develop the Low Impact Development Manual was shared which included using the City of Riverbank's LID Manual as a template that was customized for Hughson.

YOUNG/HILL 5-0 motion passes for Adoption of the Low Impact Development (LID) Manual for the City of Hughson.

7. CORRESPONDENCE: NONE.**8. COMMENTS:****8.1:** Staff Reports and Comments: (Information Only – No Action)**City Manager:**

City Manager Mendez updated the Council on the recent action by the Stanislaus Council of Government Policy Board to not proceed with the local ½ cent sales tax transportation measure in 2014 based on the results of recent polling, the Community Development Director recruitment that had been narrowed down to three finalists with a decision pending soon and upcoming events (April 14th Joint Meeting with the Hughson Unified School District and the April 28th Special Meeting of the Hughson City Council/State of the City Address.

City Clerk:

Community Development Director: Interim Community Development Director Jim Duval shared recent discussions with Dollar General and Chevron Energy Solutions.

Director of Finance:**Police Services:****City Attorney:**

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

Mayor Pro Tem Young discussed the Economic Development Committee meeting held earlier in the evening and the discussion regarding development of an economic development marketing plan for the City of Hughson.

Councilmember Hill shared that he had attended Turlock Government Night on March 20, 2014 at California State University, Stanislaus.

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

Mayor Beekman discussed the Mayor’s meeting that he had attended and reported that he had been appointed as a voting member of the Local Area Formation Commission (LAFCO). He also shared his recent visit to the Newman Theater and experience in the City’s downtown area that was very impressive.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: 8:05 P.M.

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

Agency Negotiator: Raul L. Mendez, City Manager

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

Management

10. REPORT FROM CLOSED SESSION:

No reportable action was taken.

ADJOURNMENT:

HILL/BEEKMAN motion passes to adjourn the meeting at 9:02 P.M.

MATT BEEKMAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: April 14, 2014
Subject: Approval of Warrants Register
Enclosure: Warrant Register
Presented By: Lisa Whiteside, Finance Manager

Approved By: _____

Staff Recommendation:

Approve the Warrants Register as presented.

Background and Overview:

The warrant register presented to the City Council is a listing of all expenditures paid from April 8 through April 10, 2014.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

fw

City of Hughson
Disbursement Detail Report
for 04-14 Bank Account.: 0100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	-----Payment Information-----	
					Invoice #	Description
44801	4/8/2014	CEN21	CENTRAL VALLEY ELECTRONIC	\$ (110.47)	13618u	Ck# 044801 Reversed
44921	4/8/2014	CEN21	CENTRAL VALLEY ELECTRONIC	\$ (110.47)	13618u	Ck# 044921 Reversed
				\$ 110.47	13618y	Ck# 044921->044801 Replacement
			Check Total:	\$ -		
44922	4/8/2014	ATT01	AT&T	\$ 2,319.31	B40407	PHONE
44923	4/8/2014	AVA00	AVAYA, INC	\$ 92.57	273301295	PHONE CITY HALL
				\$ 72.22	273301384	PHONE POLICE DEPT
			Check Total:	\$ 164.79		
44924	4/8/2014	CAL40	CALIFORNIA WATER	\$ 148.00	B40407	MEMBERSHIP RENEWAL A.FONTANA
44925	4/8/2014	CEN30	CENTRAL CALIFORNIA GENERA	\$ 415.53	939	ANNUAL SERVICE & INSP. E. HATCH SEWER
				\$ 570.79	940	ANNUAL SERVICE & INSP. WELL #8
				\$ 654.10	941	ANNUAL SERVICE & INSP. WELL #6
				\$ 503.16	942	ANNUAL SERVICE & INSP. WELL #5
				\$ 1,097.72	943	ANNUAL SERVICE & INSP. STORAGE TANK FOX RD
				\$ 503.16	944	ANNUAL SERVICE & INSP. WELL #4
				\$ 667.01	945	ANNUAL SERVICE & INSP. WELL #3
				\$ 1,177.94	946	ANNUAL SERVICE & INSP.
			Check Total:	\$ 5,589.41		
44926	4/8/2014	CEN31	CENTRAL VALLEY ELECTRONIC	\$ 110.47	13618	REPAIR OF COUNCIL CHAMBERS AUDIO SYSTEM
44927	4/8/2014	CHA01	CHARTER COMMUNICATION	\$ 84.99	B40407	IP ADDRESS
44928	4/8/2014	CLA05	CLARK, THOM	\$ 102.00	15296626	PEST CONTROL
				\$ 57.00	15322685	PEST CONTROL
			Check Total:	\$ 159.00		
44929	4/8/2014	CON14	CONDOR EARTH TECHNOLOGIES	\$ 114.38	68155	GROUNDWATER MONITORING
				\$ 442.50	68321	GROUNDWATER MONITORING
			Check Total:	\$ 556.88		
44930	4/8/2014	ENV02	ENVIRONMENTAL SYSTEMS	\$ 1,788.93	26797	STREET SWEEPING 3/14
44931	4/8/2014	FAR03	FARMERS BROTHERS COFFEE	\$ 55.82	59532522	COFFEE
44932	4/8/2014	FAS00	FASTRAK VIOLATION PROCESS	\$ 30.00	T14034812	FASTRAK
44933	4/8/2014	FRA03	FRANTZ WHOLESALE NURSERY	\$ 40.90	529075	REPLACEMENT TREE STARN PARK
44934	4/8/2014	GEO01	GEOANALYTICAL LABORATORIE	\$ 30.00	A4C0408	WATER TESTING
				\$ 440.78	A4C1115	WATER TEST
				\$ 442.50	A4C1116	WATER TEST
				\$ 30.00	A4C1801	WATER TEST
			Check Total:	\$ 943.28		

44935	4/8/2014	GIB00	GIBBS MAINTENANCE CO	\$	1,375.00	15831	FLOOR STRIPPING & WAXING CITY HALL & SHERIFFS
				\$	955.00	15974	FLOOR STRIPPING & WAXING WWTP
			Check Total:	\$	2,330.00		
44936	4/8/2014	HOM01	THE HOME DEPOT CRC	\$	12.41	17127	WIRING REPAIR PARTS FOR WATER METERS
				\$	28.16	23422	WIRING REPAIR PARTS FOR WATER METERS
				\$	31.02	B40408	SUPPLIES
			Check Total:	\$	71.59		
44937	4/8/2014	HUG34	VALLEY PARTS WAREHOUSE, I	\$	86.47	115553	OIL & FILTER
				\$	26.90	115586	GREASE GUN
				\$	12.06	115719	AIR FILTER
			Check Total:	\$	125.43		
44938	4/8/2014	MCR01	MCR ENGINEERING, INC	\$	990.00	10102	ENGINEERING SVCS
44939	4/8/2014	MEN20	MENDEZ, RAUL	\$	660.96	B40408	HOTEL REIMB FOR CITY MGR MEETING 2/5/14
44940	4/8/2014	MIS01	MISSION UNIFORM SERVICE	\$	1,082.12	B40408	LEAGUE OF CALIFORNIA CITITES UNIFORM SERVICE
44941	4/8/2014	NEU01	NEUMILLER & BEARDSLEE	\$	1,200.00	261332	LEGAL SVCS 2/14
				\$	4,700.80	261335	LEGAL SVCS 2/14
			Check Total:	\$	5,900.80		
44942	4/8/2014	OFF05	OFFICE TEAM	\$	683.76	39998784	OFFICE HELP 3/14
				\$	739.20	40028484	OFFICE HELP 3/21
				\$	295.68	40077245	OFFICE HELP 3/28
			Check Total:	\$	1,718.64		
44943	4/8/2014	OPE01	OPERATING ENGINEERS LOCAL	\$	414.00	B40408	LOCAL UNION #3 DUES
44944	4/8/2014	PGE01	PG & E	\$	300.79	B40408	UTILITIES
44945	4/8/2014	PIT01	PITNEY BOWES	\$	513.38	62540MR14	POSTAGE MACHINE LEASE
44946	4/8/2014	PUR01	PURCHASE POWER	\$	1,261.42	B40408	POSTAGE MACHINE POSTAGE
44947	4/8/2014	QUI03	QUICK N SAVE	\$	134.11	1-2041	DIESEL
				\$	162.25	1-4508	DIESEL
				\$	145.05	1-7243	DIESEL
			Check Total:	\$	441.41		
44948	4/8/2014	RIC04	RICOH USA, INC	\$	1,340.15	92001121	COPY MACHINE LEASE
44949	4/8/2014	SHO02	SHORE CHEMICAL COMPANY	\$	381.61	39442	CHLORINE
				\$	1,273.26	39444	CHLORINE
			Check Total:	\$	1,654.87		
44950	4/8/2014	STA02	STAPLES	\$	44.31	1637708	COPY PAPER
44951	4/8/2014	STA19	STATE WATER RESOURCES CON	\$	1,258,138.31	B40408	SRF LOAN PMT
44952	4/8/2014	STA40	STATE CHEMICAL	\$	189.57	96679997	DEGREASER
				\$	231.42	96682044	ODOR ELIMINATOR
			Check Total:	\$	420.99		

44953	4/8/2014	STA42	STANISLAUS COUNTY	\$	1,191.00	R14322953	13/14 4TH QTR DEBT SERVICE
				\$	6,930.00	R14322954	13/14 3RD QTR OPERATIONAL COST
			Check Total:	\$	8,121.00		
44954	4/8/2014	STA47	STANISLAUS COUNTY SHERIFF	\$	4,518.05	1314-201	VEHICLE CHARGES 2/14
44955	4/8/2014	SYN02	SYNAGRO WEST, LLC	\$	5,038.76	30102515	SLUDGE REMOVAL
44956	4/8/2014	TID01	TURLOCK IRRIGATION DIST.	\$	33,297.71	B40408	ELECTRIC
44957	4/8/2014	UNI11	UNIVAR USA, INC	\$	505.63	SJ607523	SODIUM HYPOCHLORITE
				\$	406.36	SJ610154	SODIUM HYPOCHLORITE
			Check Total:	\$	911.99		
44958	4/8/2014	USA02	USA MOBILITY	\$	11.64	B40408	PAGER SERVICE
44959	4/8/2014	VSP01	VISION SERVICE PLAN	\$	377.94	B40408	MEDICAL INSURANCE WITHHEL
44960	4/8/2014	WAR00	WARDEN'S OFFICE	\$	349.50	1814452-1	OFFICE SUPPLIES
				\$	215.24	1815862-0	OFFICE SUPPLIES
44960	4/8/2014	WAR00	WARDEN'S OFFICE	\$	149.11	1815955-0	OFFICE SUPPLIES
				\$	12.43	1819531-0	OFFICE SUPPLIES
				\$	19.33	1819898-0	OFFICE SUPPLIES
				\$	8.31	1819898-1	OFFICE SUPPLIES
				\$	(15.34)	C1819270-C	RETURN
			Check Total:	\$	738.58		
44961	4/8/2014	WHI03	LISA WHITESIDE	\$	30.35	B40408	REIMB FOR INTERVIEW EXPENSE
44962	4/8/2014	WIL01	CORBIN WILLITS SYSTEM	\$	571.40	B403151	ENHANCEMENT & SERVICE FEE
44963	4/8/2014	WIL03	C.H. WILLIAMS & SONS	\$	110.00	131747	RENTALS OF TORCH BOTTLES
44964	4/8/2014	\C017	CASTILLO, MIGUEL & ITALIA	\$	211.16	000B40401	MQ CUSTOMER REFUND FOR CAS0035
44965	4/8/2014	\F001	FLORES, ELIAS & MARIA	\$	80.00	000B40401	MQ CUSTOMER REFUND FOR FLO0011
44966	4/8/2014	\G001	GARCIA, MARIA ADELA	\$	80.00	000B40401	MQ CUSTOMER REFUND FOR GAR0049
44967	4/8/2014	\I002	IBRAHEEM, NINOUS	\$	88.64	000B40401	MQ CUSTOMER REFUND FOR IBR0001
44968	4/8/2014	\M004	MADSEN, TIM & CARRI	\$	56.91	000B40401	MQ CUSTOMER REFUND FOR MAD0043
44969	4/8/2014	\P016	PENA, LISA & FRANK	\$	328.56	000B40401	MQ CUSTOMER REFUND FOR PEN0006
44970	4/8/2014	\R009	RESENDIZ, BARBARA & JUAN	\$	55.31	000B40401	MQ CUSTOMER REFUND FOR RES0005
44971	4/9/2014	ALL05	ALLIED ADMINISTRATORS	\$	1,775.15	B40408	DELTA DENTAL 5/14
44972	4/9/2014	ATT01	AT&T	\$	29.82	B40408	PHONE
44973	4/9/2014	ATT02	AT&T MOBILITY	\$	84.12	B40408	PHONE
44974	4/9/2014	ATT03	AT&T	\$	10.96	B40408	PHONE CALNET 2
44975	4/9/2014	BRE01	W.H. BRESHEARS	\$	1,498.60	247877	UNLEADED FUEL
44976	4/9/2014	CDP00	CALIFORNIA DEPARTMENT OF	\$	10,828.80	1450660	WATER SYSTEM FEES 7/1-12/31/13
44977	4/9/2014	DEP08	DEPT. OF CONSERVATION	\$	132.72	B40408	SMIP FEES 1ST QTR 2014
44978	4/9/2014	ENV03	ENVIRONMENTAL SCIENCE ASS	\$	2,899.13	107302	CLIMATE ACTION PLAN
44979	4/9/2014	EXPO0	EXPRESS PERSONNEL SERVICE	\$	1,685.10	B40408	EXTRA HELP PW - 3/2, 3/9, 3/16/14
44980	4/9/2014	EZN00	EZ NETWORK SOLUTIONS	\$	1,823.71	27705	COMPUTER WWTP
44980	4/9/2014	EZN00	EZ NETWORK SOLUTIONS	\$	16.00	27787	DOMAIN REGISTRATION
				\$	350.86	27799	MONITORING OF OFF SITE DATA STORAGE
				\$	2,483.75	TS27782	IT SERVICES 4/14
			Check Total:	\$	4,674.32		
44981	4/9/2014	HUG11	HUGHSON FARM SUPPLY	\$	5.37	3487	LIGHT SOCKET
				\$	15.06	4684	WATER DEPT TOOL
				\$	2.14	5389	WATER DEPT TOOL
				\$	501.11	0502028IN	PARTS TO REPAIR RIDING LAWN MOWER
			Check Total:	\$	523.68		
44982	4/9/2014	LEG01	LEGAL SHIELD	\$	51.80	B40408	LEGAL SVCS

44983	4/9/2014	MAI00	MAIN STREET DELI	\$	179.25	B40408	MEETING EXPENSES 1/13,1/27, 1/29,2/24,3/24
44984	4/9/2014	PAC05	PACIFIC PLAN REVIEW	\$	2,686.28	B40408	PLANNING SVCS & INPECTIONS 2/14
44985	4/9/2014	PER01	P.E.R.S.	\$	22,606.00	B40409	POLICE UNFUNDED LIABILITY
44986	4/9/2014	SHR02	SHRED-IT CENTRAL CA	\$	123.18	940343230	SHREDDING
44987	4/9/2014	SIG02	SIGNTECH	\$	97.31	B40408	VEHICLE BANNERS
44988	4/9/2014	TEL02	TEL NET COMMUNICATIONS.US	\$	60.00	2014044	REPAIR OF PAYPHONE
44989	4/9/2014	WAY00	WAY AND ASSOCIATES	\$	4,000.00	L14012	APPRAISAL
44990	4/9/2014	WIL05	WILLE ELECTRIC	\$	413.03	S15678581	LED LIGHTS FOR FEATHERS GLEN
				\$	53.93	S15761762	ADAPTERS FOR LED LIGHT CHANGE
			Check Total:	\$	466.96		
			Cash Account Total:	\$	1,398,331.66		
			Total Disbursements:	\$	1,398,331.66		



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

Meeting Date: April 14, 2014
Subject: Approval of the Treasurer's Report – January and February 2014
Presented By: Lisa Whiteside, Finance Manager
Approved By: _____

Staff Recommendation:

Review and approved the City of Hughson Treasurer's Report for January and February 2014.

Background:

Enclosed is the City of Hughson Treasurer's Report for January and February 2014. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation:

Public Facilities Development Streets Fund:

The Public Facilities Development Streets Fund currently reflects a negative balance of (\$524,208.05). The deficit is a result of the Euclid Bridge Project, which was constructed in Fiscal Year 2006/2007, for approximately \$1.3 million. The project was completed in anticipation of funding from Developer Impact Fees collected from new development. Unfortunately, the housing market declined significantly and the new development never materialized. Once the economy strengthens and new building starts again, the City can recognize additional developer impact fees and reduce the deficit more quickly.

Water Developer Impact Fee Fund:

The Water Developer Impact Fee Fund currently reflects a negative balance of (\$524,667.23). After extensive review, City staff discovered that the remaining deficit is attributable to settlement arrangements that were made in Fiscal Year 2008/2009 and Fiscal Year 2009/2010 for the Water Tank on Fox Road near Charles Street. During that period, the City paid out \$650,000 in settlements.

This account will be in a deficit position until additional development occurs and developer impact fees are collected to cover those costs.

Transportation Capital Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$375,756.05). The City currently has 4th Street project that is complete and awaiting reimbursement from CMAQ and CDBG funds.

Fiscal Impact:

As of February 2014, the total cash and investments balance for the City of Hughson was \$11,027,066.01 compared to February 2013 where the total cash and investments balance was \$8,998,370.64.

**City of Hughson
Treasurer's Report
January 2014**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 7,150,271.05	\$ 623,636.08	\$ 206,387.20	\$ 7,980,294.33
Adjustment-Direct Deposit Payroll	\$ -			\$ -
Outstanding Deposits +			\$ -	\$ -
Outstanding Checks/transfers -	\$ 16,371.37	\$ (333,890.86)	\$ -	\$ (317,519.49)
ADJUSTED TOTAL	\$ 7,166,642.42	\$ 289,745.22	\$ 206,387.20	\$ 7,662,774.84
Investments: Various				\$ 1,010,017.09
Multi-Bank WWTP				\$ 1,411,455.05
Investments: L.A.I.F.		\$ 39,252.09	\$ 39,127.26	\$ 78,379.35

TOTAL CASH & INVESTMENTS **\$ 10,162,626.33**

<u>Books - All Funds</u>	<u>January 2013</u>	<u>January 2014</u>
2 Water/Sewer Deposit	29,739.24	35,394.94
5 AB939 Source Reduction	459.53	0.00
8 Vehicle Abatement	18,765.02	13,477.42
11 Traffic Congestion Fund	129,418.00	75,758.90
13 Redevelopment - Debt Service	59,844.16	120,703.33
17 Federal Officer Grant	6,620.00	6,620.00
18 Public Safety Realignment	0.00	17,871.85
19 Asset Forfeiture	1,660.43	6,995.43
25 Gas Tax 2106	17,727.75	980.07
30 Gas Tax 2107	10,143.56	14,220.39
31 Gas Tax 2105	17,313.21	-1,253.67
35 Gas Tax 2107.5	14,672.14	9,172.14
40 General Fund	377,667.82	240,166.37
401 General Fund Contingency Reserve	671,314.16	672,287.04
43 Trench Cut	0.00	75,173.40
48 Senior Community Center	4,155.43	7,299.86
49 IT Reserve	27,073.24	43,675.20
50 U.S.F. Resource Com. Center	3,421.91	-4,226.87
51 Self-Insurance	97,073.49	73,703.49
52 CLEEP(California Law Enforcement Er	0.00	0.00
53 SLESF (Supplemental Law Enforceme	138,900.39	49,560.01
54 Park Project	366,918.70	424,057.42
60 Sewer O & M	697,270.69	1,975,526.06
61 Sewer Fixed Asset Replacement	1,616,810.37	2,107,813.88
66 WWTP Expansion 2008	2,468,224.86	1,264,878.96
70 Local Transportation	126,604.92	173,622.49
71 Transportation	-798,651.25	-375,756.05
100/200 LLD's and BAD's	104,526.83	96,262.99
80 Water O & M	139,841.61	262,791.89
82 Water Fixed Asset Replacement	213,031.79	425,263.51
88 PW CDBG Street Project	-1,155.00	-74,622.93
80 Water Reserve-USDA GRANT	21,524.50	21,524.50
90 Garbage/Refuse	40,759.05	1,244.22
92 98-EDBG-605 Small Bus. Loans	93,585.12	93,585.12
94 96-EDBG-438 Grant	403.43	403.43
95 94-STBG-799 Grant	157,935.68	158,117.83
96 HOME Program Grant (FTHB)	35,041.19	35,041.19
97 96-STBG-1013 Grant	35,777.16	133,853.40
Developer Impact Fees ***	1,699,454.02	1,981,439.12
TOTAL ALL FUNDS:	8,643,873.15	10,162,626.33
Break Down of Impact Fees ***		
10 Storm Drain	159,014.57	213,631.89
20 Community Enhancement	52,619.77	79,639.77
41 Public Facilities Development	1,586,188.44	1,544,747.83
42 Public Facilities Development-Streets	-678,724.33	-559,747.33
55 Parks DIF	203,093.10	312,365.76
62 Sewer Developer Impact Fees	914,471.41	930,041.51
81 Water Developer Impact Fees	-537,208.94	-539,240.31
Break Down of Impact Fees ***	1,699,454.02	1,981,439.12

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

Lisa Whiteside, Treasurer

Date

**City of Hughson
Treasurer's Report
February 2014**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 8,234,244.91	\$ 205,370.61	\$ 206,387.20	\$ 8,646,002.72
Adjustment-Direct Deposit Payroll	\$ -			\$ -
Outstanding Deposits +		\$ 136.92	\$ -	\$ 136.92
Outstanding Checks/transfers -	\$ (13,659.74)	\$ (107,187.96)	\$ -	\$ (120,847.70)
ADJUSTED TOTAL	\$ 8,220,585.17	\$ 98,319.57	\$ 206,387.20	\$ 8,525,291.94
Investments: Various				\$ 1,010,604.15
Multi-Bank WWTP				\$ 1,412,790.57
Investments: L.A.I.F.		\$ 39,252.09	\$ 39,127.26	\$ 78,379.35
TOTAL CASH & INVESTMENTS				\$ 11,027,066.01

Books - All Funds	February 2013	February 2014
2 Water/Sewer Deposit	30,157.04	34,729.31
8 Vehicle Abatement	18,765.02	13,477.42
11 Traffic Congestion Fund	135,882.85	82,255.23
13 Redevelopment - Debt Service	55,347.88	120,714.77
14 Redevelopment - Housing	0.00	0.00
15 Redevelopment - Capital Projects	0.00	0.00
17 Federal Officer Grant	6,620.00	6,620.00
18 Public Safety Realignment	0.00	17,871.85
19 Asset Forfeiture	1,660.43	6,995.43
25 Gas Tax 2106	13,214.33	-563.23
30 Gas Tax 2107	5,413.53	17,601.37
31 Gas Tax 2105	1,818.17	853.57
35 Gas Tax 2107.5	14,672.14	9,172.14
40 General Fund	497,329.08	582,519.58
401 General Fund Contingency Reserve	671,365.95	672,350.76
43 Trench Cut	0.00	75,465.40
48 Senior Community Center	6,328.91	11,904.97
49 IT Reserve	34,573.24	43,675.20
50 U.S.F. Resource Com. Center	1,740.22	-5,355.55
51 Self-Insurance	86,696.49	73,703.49
52 CLEEP(California Law Enforcement E	0.00	0.00
53 SLESF (Supplemental Law Enforceme	74,753.38	68,005.95
54 Park Project	366,947.01	441,353.27
60 Sewer O & M	695,766.82	2,205,033.78
61 Sewer Fixed Asset Replacement	1,728,152.67	2,108,013.66
66 WWTP Expansion 2008	2,468,224.86	1,264,878.96
70 Local Transportation	167,496.84	173,638.95
71 Transportation	-564,961.65	-375,756.05
100/200 LLD's and BAD's	34,186.16	89,948.72
80 Water O & M	14,486.11	333,878.29
82 Water Fixed Asset Replacement	251,421.68	425,303.81
88 PW CDBG Street Project	-1,155.00	-74,622.93
80 Water Reserve-USDA GRANT	21,524.50	21,524.50
90 Garbage/Refuse	79,790.11	46,150.46
91 Misc. Grants	0.00	0.00
92 98-EDBG-605 Small Bus. Loans	93,585.12	93,585.12
94 96-EDBG-438 Grant	403.43	403.43
95 94-STBG-799 Grant	156,718.02	158,139.48
96 HOME Program Grant (FTHB)	35,041.19	35,041.19
97 96-STBG-1013 Grant	127,376.83	134,045.84
98 HOME Rehabilitation Fund	0.00	0.00
Developer Impact Fees ***	1,667,027.28	2,114,507.87
TOTAL ALL FUNDS:	8,998,370.64	11,027,066.01

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

Break Down of Impact Fees ***		
10 Storm Drain	161,841.05	238,040.56
20 Community Enhancement	53,627.77	88,375.07
41 Public Facilities Development	1,589,363.04	1,571,328.05
42 Public Facilities Development-Streets	-674,623.33	-524,208.05
55 Parks DIF	203,990.12	335,509.81
62 Sewer Developer Impact Fees	914,541.96	930,129.66
81 Water Developer Impact Fees	-581,713.33	-524,667.23
Break Down of Impact Fees ***	1,667,027.28	2,114,507.87



CITY OF HUGHSON AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: April 14, 2014
Subject: Approval to Adopt Resolution No. 2014-11, A Resolution of the City Council of the City of Hughson Waiving Fees for the City-Wide Yard Sale scheduled for April 26-27, 2014

Presented By: Dominique Spinale, Management Analyst

Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2014-11, A Resolution of the City Council of the City of Hughson Waiving Fees for the City-Wide Yard Sale scheduled for April 26-27, 2014.

Background and Overview:

In the last few years the City Council has approved waiving yard sale fees for the City-Wide Yard Sale Event on the Saturday before our annual Clean-Up Day. It is well received by the residents and many of them look forward to this event every year. The City-Wide Yard Sale Event will occur April 26-27, 2014 and the annual Clean-Up Day on May 3, 2014.

The City-Wide Yard Sale serves as a great way for the community and neighborhoods to come together and participate together in a fun event, plus an opportunity for City staff to remind the residents that everything they do not sell they can dispose of at the clean-up day event.

Another aspect that the City appreciates is that the City-Wide Yard Sale Event brings more people into town, not only visit the yard sales, but to also patronize local businesses in Hughson.

Fiscal Impact:

The City of Hughson Yard Sale Application/Permit Fee is a nominal \$5 (for no more than two consecutive days) for the first occurrence and \$30 for each subsequent occurrence within a 12 month period.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2014-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
WAIVING THE ESTABLISHED YARD SALE FEES FOR THE CITY-WIDE YARD
SALE EVENT SCHEDULED FOR APRIL 26-27, 2014**

WHEREAS, the Hughson City Council and the City of Hughson supports local businesses and actively pursues ways to provide that support; and

WHEREAS, City-Wide Yard Sale Events are successful in attracting people from other areas into cities and towns, as demonstrated by other cities within California; and

WHEREAS, these types of events provide opportunities for citizens to come together socially as well as visit the commercial establishments Hughson has to offer; and

WHEREAS, a City-wide Yard Sale Event held on the weekend prior to the City's Annual Clean-up Day decreases the amount of materials sent to the landfill, which not only benefits the environment but also reduces disposal costs for the City; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby waive the established Yard Sale Fees for the City-Wide Yard Sale Event scheduled for Saturday April 26 and Sunday April 27, 2014.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting held on this 14th day of April 2014, by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: April 14, 2014
Subject: Approval to Adopt Resolution No. 2014-12, A Resolution of the City Council of the City of Hughson in Support of California Safe Digging Month
Presented By: Dominique Spinale, Management Analyst/City Clerk
Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2014-12, A Resolution of the City Council of the City of Hughson in Support of California Safe Digging Month

Background and Overview:

On April 3, 2014, Pacific Gas and Electric Company contacted the City of Hughson to request a resolution of support for California Safe Digging Month in an effort to increase awareness. PG&E is working to drive more awareness of the 811 "Call Before You Dig" program. When safe digging practices are not followed, both cities and counties may incur emergency response and other costs. The League of California Cities has also endorsed such a resolution and is currently working through the formal adoption.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2014-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON IN
SUPPORT OF CALIFORNIA SAFE DIGGING MONTH**

WHEREAS, the 811 “Call Before You Dig” program is a vital public education and awareness program that will help keep Californians safe, and education is the key to promoting safe digging practices; and

WHEREAS, excavators, homeowners, and professional contractors can save time and money while making California’s communities a safer place to live and work by dialing 811 in advance of all digging projects; and

WHEREAS, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects; and

WHEREAS, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging; and

WHEREAS, undesired consequences, such as service interruption, outages, damage to public and private infrastructure and property, damage to the environment, personal injury, and death, are risked by failing to call 811 before digging or safely marking utility lines; and

WHEREAS, as California’s economy recovers from the recent recession and the state’s economic recovery stimulates new construction, new construction requires supporting infrastructure, and California’s underground utility infrastructure is jeopardized by unintentional damage caused by those who fail to call before digging; and

WHEREAS, the free notification service provided by Underground Service Alert of Northern California and Nevada has dramatically reduced the number of accidents causing property damage, personal injury, and interruption of vital services;

WHEREAS, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties;

NOW THEREFORE BE IT RESOLVED, the **City Council of the City of Hughson** proclaims April 2014 as California Safe Digging Month and encourages all excavators, homeowners, and professional contractors to call 811 in advance of all digging projects.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting held on this 14th day of April 2014, by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: April 14, 2014
Subject: Approval to Adopt Resolution No. 2014-13, Appointing John Padilla as City Treasurer for the City of Hughson
Presented By: Raul Mendez, City Manager
Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2014-13, Appointing John Padilla as City Treasurer for the City of Hughson.

Background and Overview:

On February 10, 2014, the Hughson City Council took action to direct staff to advertise the position of City Treasurer.

The City Treasurer is intended to provide another level of checks and balance to the City's financial practices. Out of necessity, in the past the City Treasurer position has been held by a member of the City's Finance Department although the Council has the flexibility to appoint an individual outside of the organization provided that some minimum requirements are met.

The essential function of the City Treasurer is to monitor and safeguard the City's cash and investments through oversight of City processes, reporting, and practices. The Treasurer ensures the City's financial viability and that proper financial records and procedures are maintained in a clear, concise, and understandable manner.

A recruitment process for the City Treasurer position opened on February 20, 2014 and closed on March 20, 2014. Information regarding the opening was provided in the local paper and shared with local entities including banks, school districts, university and government offices.

The recruitment resulted in interest for the position by John Padilla, currently a Masters in Public Administration candidate from California State University, Stanislaus. Mr. Padilla is a currently serving as the Graduate Student Intern for the

City of Hughson and employed by CSUS Library Services and possesses the necessary education and skills to perform the duties of the position.

After consulting with the Mayor regarding the qualified candidate, City staff was directed to bring the item forward for City Council consideration and approval.

Fiscal Impact:

As established by City Council Resolution No. 87-28, the City Treasurer receives \$100 per month, in the form of a stipend, for performance of the required duties. These funds are included as part of the annual budget process.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2014-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPOINTING THE CITY TREASURER**

WHEREAS, the Hughson City Council hereby appoint John Padilla as the City Treasurer of the City of Hughson to perform the duties of the Office of the City Treasurer; and

WHEREAS, the set compensation for the City Treasurer shall be set at \$100.00 a month pursuant to Resolution 87-28.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby appoint the City Treasurer of the City of Hughson as provided for by the Hughson Municipal Code.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting held on this 14th day of April 2014, by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 4.1 SECTION 4: UNFINISHED BUSINESS

Meeting Date: April 14, 2014
Subject: Progress Report on the City of Hughson Lighting and Landscaping Districts and Benefit Assessment Districts
Presented By: Raul L. Mendez, City Manager
Approved By: _____

Staff Recommendations:

Accept the progress report on the City of Hughson Lighting and Landscaping Districts and Benefit Assessment Districts.

Background:

On August 12, 2013, the City Council held a public hearing to consider the annual review of special assessment districts for Fiscal Year 2013-2014. After the public hearing, the City adopted resolutions approving the annual report, confirming the assessment and ordering the levy for the City of Hughson Lighting and Landscaping Districts and Benefit Assessment Districts for Fiscal Year 2013-2014.

The City of Hughson ("City") utilizes special financing districts to provide various services and improvements to the property owners within the City. These are currently comprised of two types of assessments, Lighting and Landscaping Districts and Benefit Assessment Districts. Each Lighting and Landscaping District (LLD) was formed and the annual assessments are levied pursuant to the Lighting and Landscaping Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act"). Each Benefit Assessment District (BAD) was formed and the annual assessments are levied pursuant to the Benefit Assessment Act of 1982 (the "1982 Act"), Part 1 of Division 2 of the California Government Code.

During the August 12, 2013 public hearing and a subsequent special meeting held on September 16, 2013, the City Council expressed concerns regarding the condition of the City's special assessment districts. Specifically, those special assessment districts with low or negative reserve balances were discussed at length along with others with structural operating deficits. The Council directed staff to develop a short term and long term strategy to strengthen the fiscal stability of each district.

During the September 23, 2013 regular meeting, the City Council had an opportunity to discuss concerns with NBS Local Government Solutions who had been working with the City of Hughson since 2005. At that meeting, information was shared by NBS Local Government Solutions regarding the preparation and work needed to develop the required Engineer's Report and the process for establishing the annual assessments. The dialogue focused on the Engineer's Reports not only establishing the appropriate assessment level as provided for by State law but also being an accurate depiction of the fiscal condition of each respective district. The City Manager indicated that the special assessment districts would be a priority moving forward and staff would work on a variety of improvement areas. Technical administrative and engineering support was also discussed and City staff was directed to explore other options including partnering with the County or a local municipality.

Progress Report:

Administrative/Engineering Services – City staff met with representatives from the Turlock Municipal Services Department to introduce respective project teams in preparation for the work ahead surrounding the Hughson special assessment districts (lighting and landscaping districts and benefit assessment districts). The project teams discussed the proposed project schedule for Fiscal Year 2014-2015. The annual assessments for the upcoming fiscal year will be considered for action by the Hughson City Council over three regular meetings to ensure reports are filed with Stanislaus County by August and the required deadline to be placed on the Property Tax Roll:

- May 12, 2014 - Directing the filing of the annual report.
- June 9, 2014 - Considering intention to levy and collect the assessments.
- July 14, 2014 - Per Public Hearing confirm intention to levy and collect the assessments.

To assist with the preparation of the annual report, City staff will provide the Turlock Municipal Services Department with the engineer reports prepared for each special assessment district during formation which includes an estimate of anticipated costs, any special formula used and the listing of affected parcels. The draft agreement has been finalized and is pending consideration and approval by the Turlock City Council on April 22, 2014.

Program Budget Development – City staff has begun to prepare program budgets for each of the 18 lighting and landscaping districts and 5 benefit assessment districts. The program budgets will take into account the originating estimated costs for district per the formation engineer reports, actual charges and expenses based on the current fiscal year, the planned use of reserves for eligible projects, the fiscal condition of the district, and the determination of a general fund methodology. City staff will coordinate with the Turlock Municipal Services Department the development of these budgets for the upcoming fiscal year.

Energy Efficiency – City staff and MCR Engineering met with Chevron Energy Solutions regarding their engineering analysis of a potential energy efficiency and

renewable energy project. Chevron Energy Solutions representatives presented their findings regarding potential opportunities and discussed a preliminary pro forma. Based on that discussion, it was determined that an informational presentation to the City Council would be of value to introduce the firm and provide them an opportunity to share some of their work in other municipalities including the cities of Patterson and Waterford as well as the status of a potential project with the Hughson Unified School District. Shortly after that meeting, the City Manager was contacted by Pacific Gas and Electric Company regarding their interest in conducting a similar comprehensive energy efficiency audit. Given the nature of the topic and the City's past history looking into energy projects, City staff will proceed slowly with the evaluation and explore all possible options. It may also be in the City's best interest to visit some of the sites that have implemented these types of projects here locally or around the State.

Fiscal Impact:

The current Lighting and Landscaping Districts and Benefit Assessment Districts provide the City of Hughson with funding annually to provide specific services and improvements to properties within their respective approved boundaries. For Fiscal Year 2013-2014, annual assessments are expected to generate a total of \$199,295.42, an increase of 5% when compared to the prior fiscal year, for associated labor, administration, utilities, equipment, materials, and preparation of the annual Engineer's Report.



CITY OF HUGHSON AGENDA ITEM NO. 6.1 SECTION 6: NEW BUSINESS

Meeting Date: April 14, 2014
Subject: Approval of the Agreement Between the City of Hughson and the Hughson Unified School District for School Resource Officer Services
Enclosure: Draft Agreement for School Resource Officer Services
Presented By: Raul L. Mendez, City Manager

Approved By: _____

Staff Recommendations:

1. Approve the Agreement Between the City of Hughson and the Hughson Unified School District for School Resource Officer Services.
2. Authorize the Mayor to Sign the Agreement Between the City of Hughson and the Hughson Unified School District for School Resource Officer Services.

Background and Overview:

On April 21, 2009, the City of Hughson terminated funding for the Hughson School Resource Officer effective June 30, 2009. The Hughson Unified School District took similar actual due to budget constraints for Fiscal Year 2009-2010. In the fall of 2010, the 2+2 School/City Committee discussed restoring the SRO position over time as funding became available and the fiscal outlook for both jurisdictions improved. The City of Hughson discussed the use of its Supplemental Law Enforcement Services Fund allocation for this purpose on an interim basis. This funding was gradually utilized for the subsequent fiscal years (2011-2012 and 2012-2013). It was generally understood that the School Resource Officer would work a 4/10 schedule from Wednesday to Saturday and share time working on school campuses and in the community at large enhancing public safety efforts.

During its January 14, 2013 meeting, the 2+2 School/City Committee discussed the sharing of the cost associated with the School Resource Officer position in anticipation for Fiscal Year 2013-2014. The City Manager and School Superintendent were tasked during subsequent meetings of the 2+2 School/City Committee to formalize the arrangement including the cost sharing method. The development of the draft agreement took longer than anticipated and was provided to the Hughson Unified School Board for discussion at their regular meetings on

February 11 and March 11, 2014. The City Councils designees on the 2+2 School/City Committee attended the March 11, 2014 meeting to discuss the provisions of the draft agreement. Several items were discussed including the expectations of both parties, the term of the agreement, the scope of service and the compensation methodology. The City Manager and School Superintendent were directed to revise the agreement accordingly and bring back to the joint meeting on April 14, 2014 for final discussion. It was understood that following the joint meeting each party would then take back for formal consideration and approval.

The following are the highlights of the agreement. The full draft agreement is attached.

- Commencement Date: Retroactive to January 1, 2014.
- Expiration Date: May 30, 2014 with option to renew annually by written agreement.
- Services to Be Provided: City of Hughson, through its partnership with the Stanislaus County Sheriff's Department, will provide School Resource Officer Services to the Hughson Unified School District as identified in the scope of services.
- Compensation: For initial term, City of Hughson will be compensated by the Hughson Unified School District \$18,750. If extended by mutual agreement, compensation will be \$37,500 annually.
- School Resource Officer will work a 4/10 work schedule (no backfill) and on average twenty hours over four days per week for the school year and per the campus schedule provided by the District.
- Adherence to the agreement will be the responsibility of the School Superintendent, City Manager and Chief of Police per the provisions of the agreement.

Fiscal Impact:

The agreement will provide funding to the City of Hughson of \$18,750 in the current fiscal year for school resource officer service to the Hughson Unified School District. Upon extension, the agreement will provide \$37,500 annually to help pay for the cost of the resource as described.

**AGREEMENT BETWEEN
THE CITY OF HUGHSON AND
THE HUGHSON UNIFIED SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICER SERVICES**

This Agreement for School Resource Officer Services (the "Agreement") is made and entered into this ____ day of _____, 2014 by and between the City of Hughson, a municipal corporation ("City") and the Hughson Unified School District ("District").

RECITALS

A. Pursuant to Education Code Section 10400, the District has a need for school resource officer services; and

WHEREAS, the City, through the partnership with the Stanislaus County Sheriff's Department ("Subcontractor"), can allocate trained, experience and competent personnel to perform and has agreed to provide such services in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS**

1.1. "Scope of Services": The professional services to be provided are set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by this reference.

1.2. "Approved Fee Schedule": The compensation for such services will be at the rates as set forth in the "Approved Fee Schedule" attached hereto as Exhibit B and incorporated herein by this reference.

1.3. "Commencement Date": Retroactive to January 1, 2014.

1.4. "Expiration Date": May 30, 2014.

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 14 ("Termination") below.

3. SERVICES TO BE PROVIDED

3.1. City, through its partnership with the Stanislaus County Sheriff's Department, shall be required to perform all of the services identified in the Scope of Services. District 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 the City under this Agreement exceed the sum of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) for the initial term or Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) annually if extended by mutual agreement unless specifically approved in advance and in writing by District.

3.2. Subcontractor shall perform all work to the highest professional standards of Subcontractor's profession and in a manner reasonably satisfactory to District. City and Subcontractor 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. City and Subcontractor represent 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 Subcontractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Hughson City Manager shall have direct responsibility for management of Subcontractor's performance under this Agreement. This will be based on ongoing dialogue with the District, via the Superintendent, and include the annual review at the end of each school year.

3.4. Notwithstanding the provisions of Section 14, should the City's partnership with Subcontractor be terminated for any reason this Agreement shall also terminate. City shall promptly notify District in writing of such termination and identify the last date upon which services shall be rendered by Subcontractor.

4. COMPENSATION

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

4.2. City shall submit to District an invoice, in October, January, May, 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, District shall notify City in writing of any disputed amounts included on the invoice. Within forty-five calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice. District shall not withhold applicable taxes or other authorized deductions from payments made to City.

4.3. Payments for any services requested by District and not included in the Scope of Services shall be made to City by District on a time-and-materials basis using the applicable fee schedule between City and Subcontractor.

5. WRITTEN PRODUCTS

All reports, documents or other written material (“written products”) developed or prepared by City or Subcontractor in the performance of this Agreement shall be and remain subject to the provisions of the California Public Records Act (California Government Code Section 6250 *et seq.*).

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. MUTUAL INDEMNIFICATION

8.1. To the fullest extent permitted by law, District and City shall each indemnify, hold harmless and defend the other and the other’s officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the other or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of party’s choice.

8.2. The obligations of District and City under this Section 8 will not be limited by the provisions of any workers’ compensation act or similar act. The parties expressly waive its statutory immunity under such statutes or laws as to the other party, its officers, agents, employees and volunteers.

8.3. The parties do not, and shall not, waive any rights that it may possess against the other because of the acceptance by the party, or the deposit with a party, 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, City and District 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 performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) 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.

9.2. City shall require subcontractor 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. The parties agree that that if either party does not keep the aforesaid insurance, naming the other party and its officers, employees, agents and volunteers as additional insureds, in full force and effect, the other party may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at the other party's expense, the premium thereon.

9.5. The parties 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.

9.6. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the other party and its officers, employees, agents and volunteers as additional insureds. All of the policies 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 the other party. The parties agree 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.

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

9.8. All insurance coverage provided pursuant to this Agreement shall not prohibit City or District its employees, agents or subcontractors, from waiving the right of subrogation prior to a loss.

9.9. Any deductibles or self-insured retentions must be declared to and approved by the City/District. At the option of City/District, the other party shall either reduce or eliminate the deductibles or self-insured retentions or shall procure a bond guaranteeing payment of losses and expenses.

9.10. Procurement of insurance by City and District shall not be construed as a limitation of liability or as full performance of either party’s duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

City 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. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

12. 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 City’s and District’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:

Raul Mendez, City Manager
City of Hughson
P.O. Box 9
Hughson, CA 95326
Telephone: (209) 883-4055
Facsimile: (209) 883-2638

With courtesy copy to:

Daniel J. 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 District:

Brian Beck, Superintendent
Hughson Unified School District
6815 Hughson Avenue
Hughson, CA 95326
Telephone: (209) 883-4428
Facsimile: (209) 883-4639

13. 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.

14. TERMINATION

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

14.2. If District terminates this Agreement due to no fault or failure of performance by City, then City shall be paid based on the work satisfactorily performed at the

time of termination. In no event shall City be entitled to receive more than the amount that would be paid to City for the full performance of the services required by this Agreement.

15. GENERAL PROVISIONS

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

15.2. In the performance of this Agreement, City 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.

15.3. 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).

15.4. The waiver by District or City 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 District or City unless in writing.

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

15.6. 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.

15.7. 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.

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

15.9. 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 District 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 District.

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

HUGHSON UNIFIED SCHOOL DISTRICT

CITY OF HUGHSON

By: _____
Rick Applegate, President

By: _____
Matt Beekman, Mayor

APPROVED AS TO FORM

By: _____
Daniel J. Schroeder, City Attorney

EXHIBIT A SCOPE OF WORK

A Deputy Sheriff will perform law enforcement services, on the campuses identified below, as a School Resource Officer, on the current 4/10 work schedule (no backfill) and on average twenty (20) hours over four (4) days per week for the school year and per the campus schedule provided by the District:

General Responsibilities of the Deputy Sheriff:

1. Be an active staff member on campus to assist with security issues, traffic safety and general discipline.
2. Individual and group discussions on topics or issues related to California laws affecting minors, careers in law enforcement or related fields.
3. Dedicate time and effort to school attendance and positive behavior through a variety of communication strategies, including home visits, student follow-up, etc.
4. Meet with parents and students when necessary.
5. Interact with students before school, during breaks, lunch, and after school.
6. Assist staff with Probation referrals and contracts with other Deputy Sheriffs.
7. Assist with school events, such as: Graduation, Dances, and Sporting Events (with adequate advanced notice per the campus schedule provided and within the regular 4/10 work schedule).
8. Conduct home visits on students who are truant at the discretion of the Deputy Sheriff and site administrator.
9. Participate in local and/or district School Attendance Review Board (SARB) as needed.
10. Assist principals with SARB referrals.
11. Assist with Safe School Site reports and inspections, as needed.
12. Provide the City and District a quarterly report of activity of the School Resource Officer (SRO).

General Responsibilities of the School:

1. Provide the Deputy Sheriff with an office space and land line phone if needed and available.
2. Campus principal shall resolve any issues that may arise between the Deputy Sheriff and other staff members.
3. District Superintendent shall notify the City Manager in the event that any provisions of the General Responsibilities of the Deputy Sheriff section are not being adhered to.
4. Provide the Deputy Sheriff with a campus schedule by the close of business on the preceding Friday.
5. District Superintendent shall meet with the City Manager and the Police Chief at the end of the school year to evaluate services and make suggestions regarding activities, programs, schedule, personnel, etc.

Campus location(s):

Hughson High School
Dickens High School
Emilie J. Ross Middle School
Fox Road Elementary School
Hughson Elementary School

Generally, Deputy Sheriff will split time between the high schools and the middle/elementary schools and consistent with the campus schedule provided by the District.

**EXHIBIT B
APPROVED FEE SCHEDULE**

City shall be compensated at a flat rate for the annual amount being billed in October, January, May of the school year unless other arrangements have been made at the beginning of the contract.

Payment shall be upon the presentation of invoice properly completed by the City.

Total compensation for the initial term shall not exceed \$18,750 calculated based on the following:

Annual cost to the City for a Deputy Sheriff through Stanislaus County is approximately \$100,000.

Full time Deputy Sheriff works on average 40 hours per week.

Initial term is approximately 4.5 months.

$\$100,000 \times .50 = \$50,000$ (20 hours per week)

$\$50,000 \times .375 = \$18,750$ (4.5 of 12 months per year)

Total compensation if extended annually by mutual agreement shall not exceed \$37,500 calculated based on the following:

Annual cost to the City for a Deputy Sheriff through Stanislaus County is approximately \$100,000.

Full time Deputy Sheriff works on average 40 hours per week.

School Year is approximately 9 months.

$\$100,000 \times .50 = \$50,000$ (20 hours per week)

$\$50,000 \times .75 = \$37,500$ (9 of 12 months per year)



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

Meeting Date: April 14, 2014
Subject: Discuss and Provide Direction to the City Manager Regarding the Negotiation of a Purchase Price Agreement with the Hughson Unified School District for the 7th Street Park Acquisition Project
Presented By: Raul L. Mendez, City Manager
Approved By: _____

Staff Recommendation:

Discuss and Provide Direction to the City Manager Regarding the Negotiation of a Purchase Price Agreement with the Hughson Unified School District for the 7th Street Park Acquisition Project.

Background and Overview:

On January 27, 2014, the Hughson City Council approved submitting a grant application to the Federal Land and Water Conservation Fund for a park acquisition project. The Land and Water Conservation Fund (LWCF) was established back on September 3, 1964 to assist states in planning, acquisition and development of recreation lands.

General parameters of the LWCF program include:

- Eligible Agencies – cities, counties, federally recognized Native American tribes, public joint powers authorities, and non-state agency recreation and parks districts and special districts with certain authorizes.
- Maximum Grant Amount for Application – \$2,000,000 is the maximum grant request mount although applicants are encouraged to establish a grant request range.
- Amount of Funds Available – based on annual apportionment to the State of California (recent years have been approximately \$3 million to \$4 million). There are three potential funding sources: annual apportionment, unobligated funds from previous apportionments and State reappportionment account funds from previous apportionments.
- Match Requirement – the maximum grant request amount cannot exceed 50% of the total project cost.

Eligible Projects – acquisition or development projects are consistent with the Statewide Comprehensive Outdoor Recreation Plan.

The grant funding opportunity through the Land and Water Conservation Fund was discussed with the 2+2 City of Hughson/Hughson Unified School District Committee during both its December 2013 and January 2014 meeting. The City Manager and District Superintendent discussed the desire to submit an application during the current funding cycle to present the acquisition project as envisioned by the City of Hughson back in 2010 for potential funding.

In order to begin to formulate the grant request, an appraisal was necessary and initiated by the City Manager and District Superintendent at an estimated cost of \$5,000—to be equally shared by both entities. The 2+2 Committee was supportive of the City and School District working together to submit an application for consideration by the deadline of February 3, 2014. The City Manager indicated that the grant application would be prepared by existing staff—consistent with the goal to bring the grant writing expertise in-house rather than rely on a grant writing firm like in the past that would come at an additional cost.

City staff submitted a grant application for consideration by the Department of Parks and Recreation Office of Grants and Local Services for acquisition of the 29.05 acres of Hughson Unified School District property made up of two legal parcels at the corner of Seventh Street and Whitmore Avenue. The Land and Water Conservation Fund program requires that an appraisal and independent review be conducted for any property acquisition projects. The appraisal must meet “Yellow Book” uniform appraisal standards. The City hired Cogdill and Giomi (Modesto, CA) and Way and Associates (Hughson, CA) to perform the required appraisal. The appraisal provided the City and School District with valuable information for the park acquisition project grant application. The preliminary value of the property was estimated at \$1.1 million for the two legal parcels and was the basis for the grant submission. Since the grant would provide 50% funding or \$550,000, the City identified the match requirement from its Park Project In Lieu and Park Development Impact Fees.

At submission of the grant application by the required deadline, there were two elements that would be submitted at a later date—the environmental clearance for the project and the property appraisal per the grant requirement. Both items have been completed and submitted to the State Department of Parks and Recreation. Representatives from the State Department of Parks and Recreation have been very helpful in working with City staff to ensure the application is complete. State representatives have visited the property proposed for acquisition and have indicated that only an agreed upon purchase price agreement is necessary in order to finalize the City of Hughson’s application for consideration of funding. This has been shared with the Hughson Unified School District and this item will be discussed at both the joint meeting with the City of Hughson and their regular meeting in April. The goal is to indicate to the State Department of Parks and Recreation the desire by both parties to sell the property, or portion thereof, for the appraised value. The final appraisal made minor modification to the preliminary value provided (excerpt attached). Essentially, the proposed property is valued at \$1,090,000 or \$405,000 for Legal Parcel 1 (9.4 acres) and \$685,000 for Legal

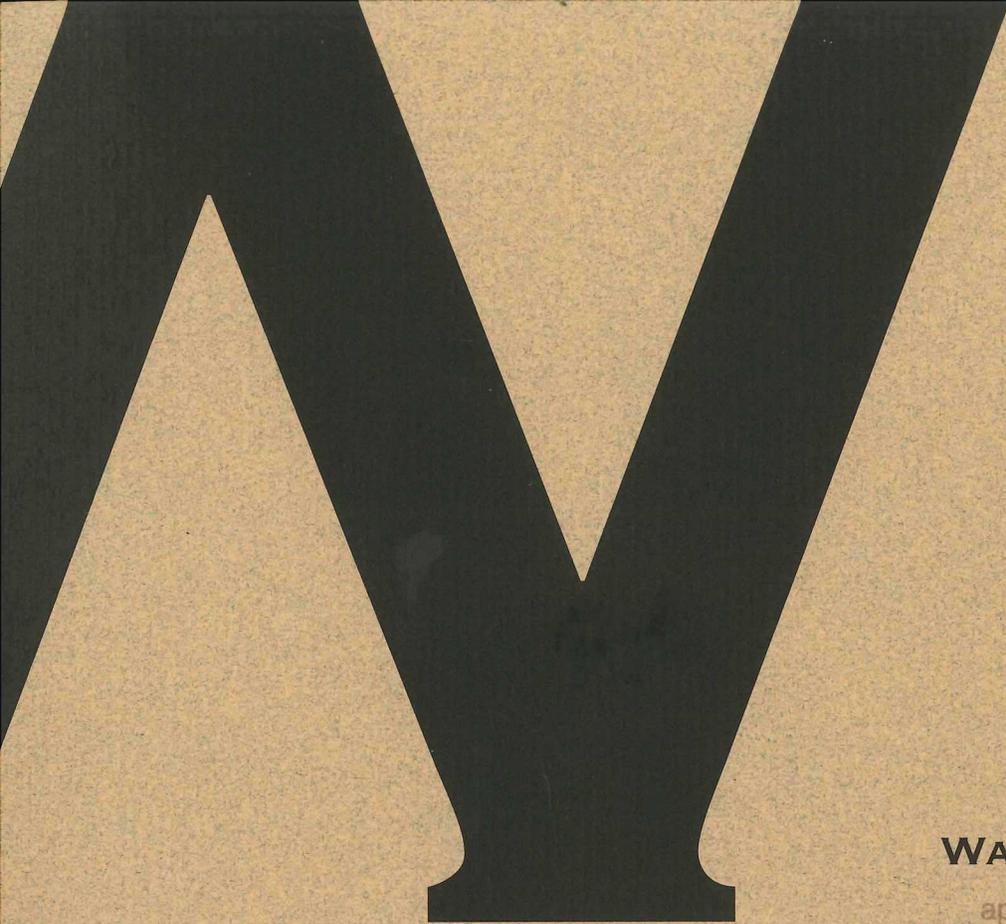
Parcel 2 (19.65). The Hughson Unified School District has expressed a desire to keep a portion of the proposed property for its Agricultural Program. The District has an agricultural lease with a local farmer that generates revenue for that purpose. Furthermore, the local farmer recently planted almond trees on a portion of Legal Parcel 1.

City Council direction is sought for the grant application and discussions with Hughson Unified School District. Although the grant application was for the entire acreage (29.05), it is conceivable that the State would allow the City to revise its application for only the 19.65 acres. The State application would provide 50% of the appraised value if the District is agreeable and not require the City to deplete its Parks Project In Lieu and Park Development Impact Fees funds and instead allocate a portion for its development. If successful in the grant application for property acquisition, City staff will focus grant writing efforts on park development. The first step in the process will be on developing a conceptual design by revisiting the work done back in 2010 with local residents. City staff plans to reconvene the Hughson Parks and Recreation Commission to facilitate this process.

If the Hughson Unified School District is agreeable to the sale of the property, or a portion thereof, it will need to follow several steps for the disposition of the surplus real property. The City of Hughson would need to participate in this process by responding to the public offering. This process will take some time to process.

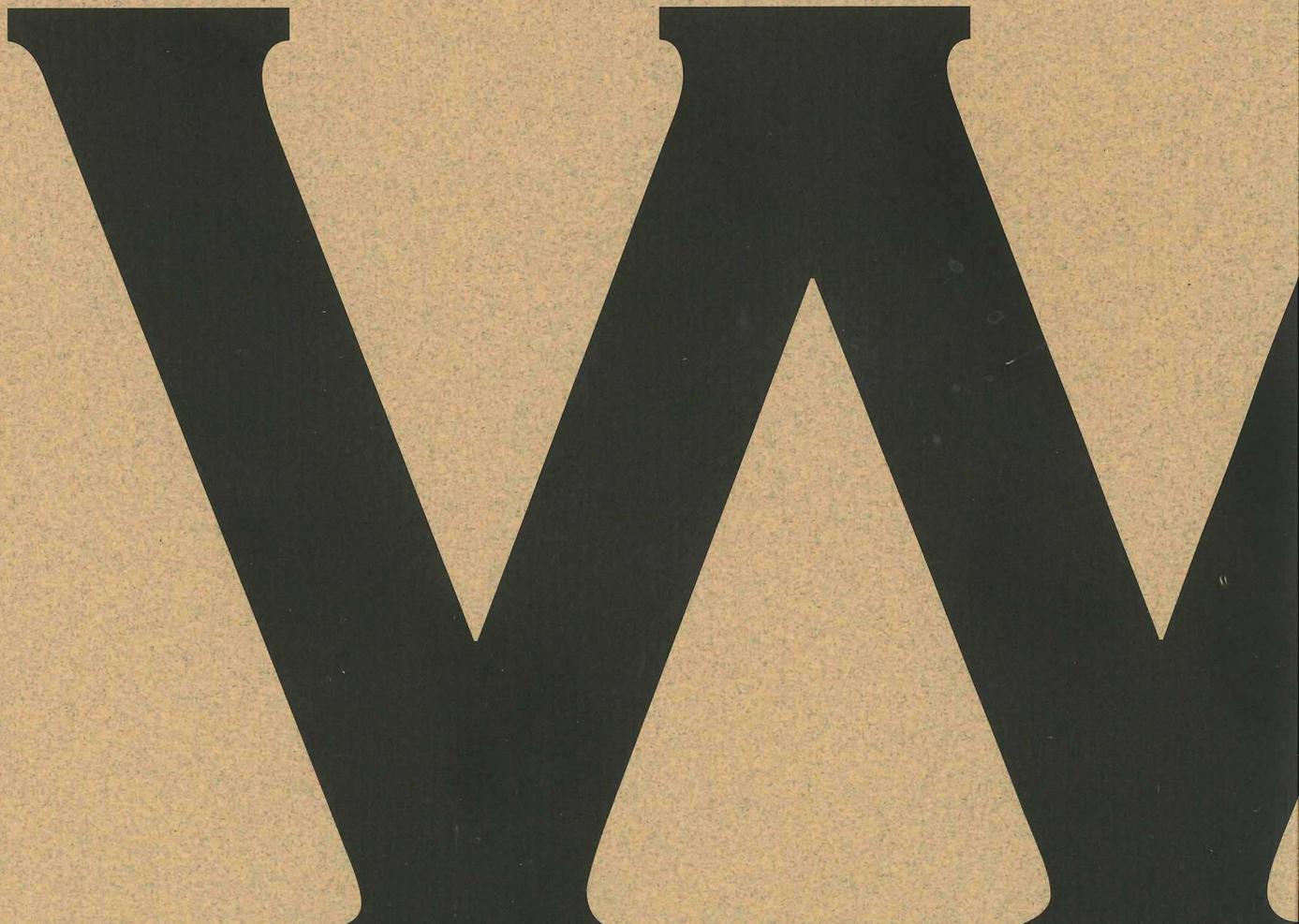
Fiscal Impact:

The City of Hughson has two capital project funds that can be utilized as the source for the match requirement (Park Project In Lieu and Park Development Impact Fees) and for future development. As indicated in the City's Final Adopted Budget for Fiscal Year 2013-2014, it is anticipated that the City will have a combined fund balance of nearly \$800,000 at year end.

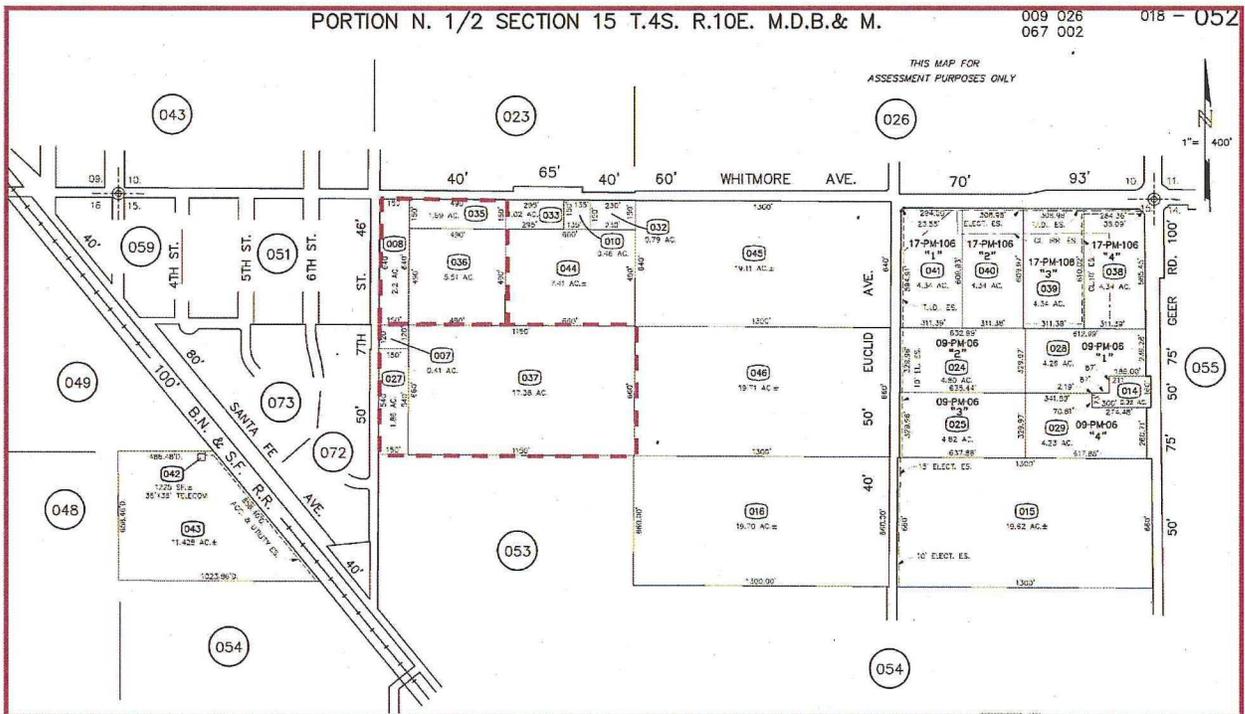
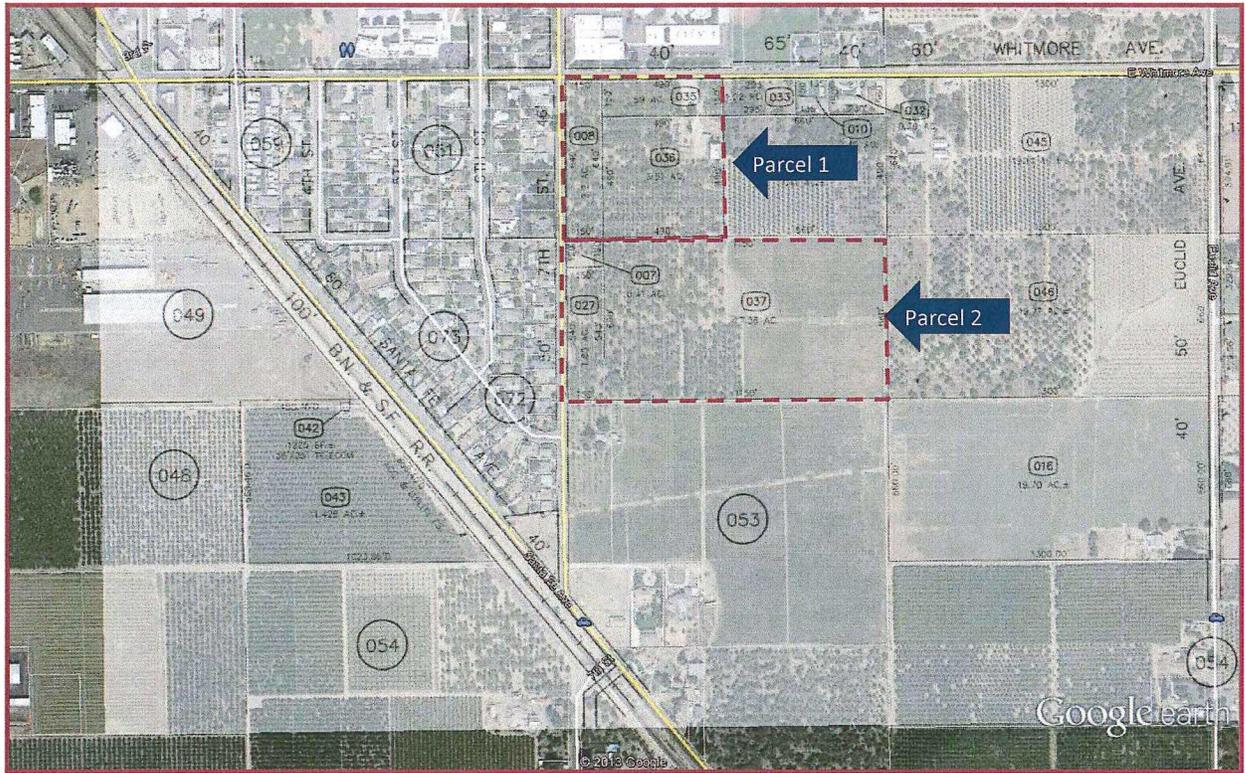


WAY AND ASSOCIATES

appraisal  consulting services



AERIAL PHOTOGRAPH AND ASSESSOR'S PARCEL MAP



SITE DESCRIPTION

The subject is 29.05 acres of land located on the southeast corner of Whitmore Avenue and 7th Street in Hughson. According to our conversations with the Head Draftsman at the Stanislaus County Assessor's Office, the subject property consists of two legal parcels. One legal parcel is comprised of Assessor's Parcels 018-052-028, -035 & -036. The second legal parcel is comprised of Assessor's Parcels 018-052-007, -027 & -037. These properties are listed below and referenced by their Assessor's Parcel Numbers (APNs).

On the facing page is an aerial photograph with the Assessor's map overlaid and a copy of the Assessor's parcel maps identifying each subject property.

<i>LEGAL PARCEL ONE</i>			
A	018-052-008	2.20 acres	City of Hughson
B	018-052-035	1.69 acres	City of Hughson
C	018-052-036	5.51 acres	Unincorporated Stanislaus County
<i>LEGAL PARCEL TWO</i>			
D	018-052-007	0.41 acres	City of Hughson
E	018-052-027	1.86 acres	City of Hughson
F	018-052-037	17.38 acres	Unincorporated Stanislaus County

Property A - APN 018-052-008 is a rectangular parcel located on the southeast corner of Whitmore Avenue and 7th Street. According to the Assessor's Parcel Map, the 2.20-acre site has 640 feet of frontage on 7th Street and 150 feet of frontage on Whitmore Avenue.

Property B - APN 018-052-035 is a rectangular parcel located on the south side of Whitmore Avenue and east of **Property A**. According to the Assessor's Parcel Map, the 1.69-acre site has 490 feet of frontage on Whitmore Avenue with a depth of 150 feet.

Property C - APN 018-052-036 is a square parcel located south of **Property B** and east of **Property A**. This 5.51-acre property has no road frontage. There is a 2,400-square-foot metal storage building on this parcel,

Properties A, B, and C were planted with almonds on January 30, 2014.

Property D - APN 018-052-007 is a rectangular parcel located on the east side 7th Street south of **Property A**. According to the Assessor's Parcel Map, this 0.41-acre site has 120 feet of frontage on 7th Street and 150 feet of depth.

Property E - APN 018-052-027 is a rectangular parcel located on the east side 7th Street south of **Property D**. According to the Assessor's Parcel Map, this 0.41-acre site has 5400 feet of frontage on 7th Street and 150 feet of depth.

Property F - APN 018-052-037 is a rectangular parcel located south of **Property C** and east of **Properties D & E**. According to the Assessor's Parcel Map, this 17.38-acre property has no road frontage.



Photo 1 - Legal Parcel 1

Looking east along south property line
from 7th Street

Photo taken on March 11, 2014



Photo 2 - Legal Parcel 1

Looking north on 7th Street along
west property line of subject.

Photo taken on March 11, 2014



Photo 3 - Legal Parcel 1

Looking east along Whitmore at northwest corner.

Photo taken on March 11, 2014



Photo 4 - Legal Parcel 1

South property line looking west
at southeast corner

Photo taken by on March 11, 2014



Photo 5 - Legal Parcel 1

Looking southwest from east property line
newly planted almond trees.

Photo taken on January 30, 2014



Photo 6 - Legal Parcel 1

Southeast corner of shop building

Photo taken by on March 11, 2014

ADDENDA – SUBJECT PHOTOGRAPHS – TWO PARCELS AT CORNER OF WHITMORE 7TH STREET, HUGHSON
(PHOTOGRAPHS TAKEN BY BRUCE WAY)

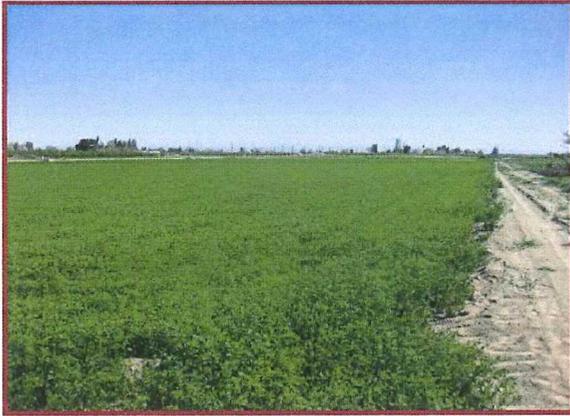


Photo 7 - Legal Parcel 2

Looking east along south property line
from southwest corner at 7th Street.
Photo taken on March 11, 2014

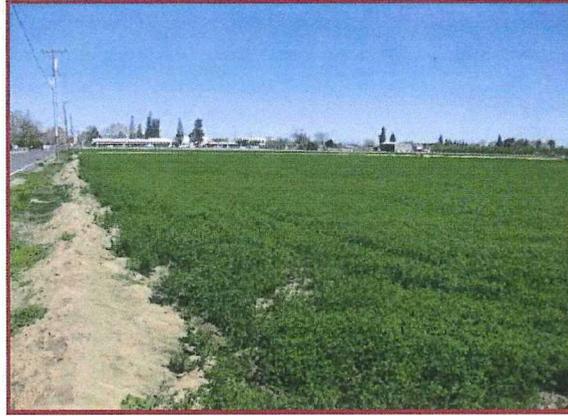


Photo 8 - Legal Parcel 2

Looking northeast along 7th Street from
southwest corner of Legal Parcel 2.
Photo taken on March 11, 2014

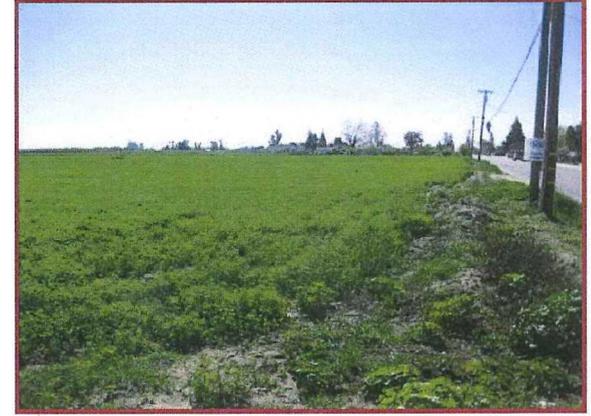


Photo 9 - Legal Parcel 2

Looking south along 7th Street from
northwest corner of Legal Parcel 2.
Photo taken on March 11, 2014



Photo 10 - Legal Parcel 2

From northwest corner looking east
along north property line.
Photo taken on March 11, 2014



Photo 11 - Legal Parcel 2

From southeast corner of Legal Parcel 1
looking east along north property line.
Photo taken on March 11, 2014



Photo 12 - Legal Parcel 2

Looking west along north property line from
northeast corner of parcel.
Photo taken on March 11, 2014

ADDENDA – SUBJECT PHOTOGRAPHS – TWO PARCELS AT CORNER OF WHITMORE 7TH STREET, HUGHSON
(PHOTOGRAPHS TAKEN BY BRUCE WAY)