



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

**AGENDA  
MONDAY, AUGUST 25, 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:**

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

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

**2. PRESENTATIONS:** 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 Minutes of the Regular Meeting of August 11, 2014.
- 3.2: Approve the Warrants Register.
- 3.3: Approve Filing the 2014 Local Agency Biennial Notice for the City of Hughson's Conflict of Interest Code as "No Amendment is Required".
- 3.4: Approve the First Amendment to the Hughson Chamber of Commerce Lease for the Reception Area at the Hughson Business Incubation Center and Authorize the City Manager to Execute the First Amendment to the Hughson Chamber of Commerce Lease.
- 3.5: Accept the Quarterly City of Hughson Legislative Report.
- 3.6: Adopt Resolution No.2014-26, Approving the Renewal and the Continued Participation in the Stanislaus Operational Area Organization for Emergency Services and Authorize the City Manager to Execute an Agreement with the County of Stanislaus.

**4. UNFINISHED BUSINESS: NONE.**

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**

**6. NEW BUSINESS:**

- 6.1: Consider Resolution No. 2014-25, Declaring a Water Shortage Emergency for the City of Hughson.
- 6.2: Designate a Representative of the Hughson City Council to the Hughson Sports and Fitness Complex Steering Committee.

**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: NONE.**

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

**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:**

<b>August 25</b>	▪ City Council Regular Meeting, City Council Chambers, 7:00pm
<b>September 1</b>	▪ Labor Day – City Hall Closed
<b>September 8</b>	▪ City Council Regular Meeting, City Council Chambers, 7:00pm
<b>September 9</b>	▪ Parks and Recreation Commission Meeting, City Council Chambers, 6:00pm
<b>September 16</b>	▪ Planning Commission Meeting, City Council Chambers, 6:00pm
<b>September 20-21</b>	▪ Hughson Harvest Festival, Hughson Avenue, visit <a href="http://www.hughsonchamber.org">www.hughsonchamber.org</a>
<b>September 22</b>	▪ 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:** August 22, 2014 **TIME:** 6:00pm  
**NAME:** Dominique Spinale **TITLE:** City Clerk

**Notice Regarding Non-English Speakers:**

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

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

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

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



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

**Meeting Date:** August 25, 2014  
**Subject:** Approval of the City Council Minutes  
**Presented By:** Dominique Spinale, Assistant to the CM/City Clerk

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

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### **Staff Recommendation:**

Approve the Regular Meeting Minutes of August 11, 2014 session.

### **Background and Overview:**

The draft minutes of the August 11, 2014 meetings are prepared for the Council's review.



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

**MINUTES  
MONDAY, AUGUST 11, 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 L. Mendez, City Manager  
Daniel J. Schroeder, City Attorney  
Darin Gharat, Chief of Police Services  
Jaylen French, Community Development Director  
Dominique Spinale, Assistant to the City Manager/City Clerk  
Lisa Whiteside, Finance Manager  
Sam Rush, Public Works Superintendent  
John Padilla, City Treasurer

**FLAG SALUTE:** Mayor Matt Beekman

**INVOCATION:** Stan Skooglund, Hughson United Methodist Church

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

**No Public Comments.**

**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 Minutes of the Regular Meeting of July 28, 2014.

**3.2:** Approve the Warrants Register.

**3.3:** Approve the Treasurer’s Report for the Month of June.

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

**4. UNFINISHED BUSINESS: NONE.**

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**

**6. NEW BUSINESS: NONE.**

**7. CORRESPONDENCE: NONE.**

**8. COMMENTS:**

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

**City Manager:** City Manager Mendez provides updates on the National Night Out Event and the Fire 2+2 Committee meeting scheduled for August 13.

**City Clerk:** City Clerk Spinale provided an update on the 2014 General/Municipal Election.

**Community Development Director:** Director French provided an update on the subdivisions of Euclid South, Euclid North, and Feathers Glen. He also provided updates on the ATP grant, the Dollar General Project and the 7<sup>th</sup> Street Park Project.

**Director of Finance:**

**Police Services:**

**City Attorney:**

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

**Councilmember Carr updated the Council on his attendance at the National Night Out Event on August 5.**

**Councilmember Silva updated the Council on her participation in the National Night Out Event on August 5.**

**Councilmember Hill updated the Council on his attendance at the National Night Out Event on August 5.**

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

**Mayor Beekman updated the Council on his attendance at the National Night Out Event and discussed his attendance at the StanCOG Executive Committee meeting.**

**9. CLOSED SESSION TO DISCUSS THE FOLLOWING: 7:15 P.M.**

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

One case

**10. REPORT FROM CLOSED SESSION: 7:49 P.M.**

**No reportable action was taken.**

**ADJOURNMENT:**

**BEEKMAN/HILL, motion passes to adjourn the meeting at 7:40 P.M.**

\_\_\_\_\_  
**MATT BEEKMAN, Mayor**

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



## CITY OF HUGHSON AGENDA ITEM NO. 3.2

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** August 25, 2014  
**Subject:** Approval of Warrants Register  
**Enclosure:** Warrants Register  
**Presented By:** Lisa Whiteside, Finance Manager

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

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#### **Staff Recommendation:**

Approve the Warrants Register as presented.

#### **Background and Overview:**

The warrants register presented to the City Council is a listing of all expenditures paid from August 14 through August 21, 2014.

#### **Fiscal Impact:**

There are reductions in various funds for payment of expenses.

REPORT.: Aug 21 14 Thursday  
 RUN...: Aug 21 14 Time: 17:02  
 Run By.: KATHY DAHLIN

City of Hughson  
 Cash Disbursement Detail Report  
 Check Listing for 08-14 Bank Account.: 0100

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
045425	08/14/14	ABS00	ABS PRESORT	629.15	.00	629.15	93607	JUNE UTILITY BILLS
045426	08/14/14	CAS05	CASTILLO, ISMAEL	210.00	.00	210.00	B40813	REFUND DEPOSIT 6/21/14
045427	08/14/14	FLO05	FLORES, NELLY	670.00	.00	670.00	B40811	CANCEL HALL RENTAL 11/22/14
045428	08/14/14	HAM01	R. PAUL HAMPSON	2234.92	.00	2234.92	2014-02	FIELD SURVEY & REPORT 7TH ST
045429	08/14/14	TES00	TESCO CONTROLS, INC	2782.80	.00	2782.80	54780IN	INSTALL PACKAGE FOR SCADA
045430	08/14/14	TUR12	TURLOCK, CITY OF	242.00	.00	242.00	2015-2	CNG FUEL - JUNE 2014
045431	08/15/14	ABE02	ABEL'S AUTO REPAIRS	134.37	.00	134.37	B40814	REPAIR TRAILER
045432	08/15/14	ADK00	ADKINS ELECTRIC	4659.00	.00	4659.00	330	INSTALL SECURITY LIGHTING
045433	08/15/14	AFL01	AFLAC	1000.68	.00	1000.68	142854	AFLAC
045434	08/15/14	ARR00	ARROWHEAD MOUNTAIN SPRING	33.14	.00	33.14	14H002566	BOTTLED WATER
045435	08/15/14	ATT01	AT&T	24.78	.00	24.78	B40814	PHONE
045436	08/15/14	AWD00	AW DIRECT	1862.23	.00	1862.23	102023248	LIGHT BAR ON TRUCKS
045437	08/15/14	BAY02	BAY ALARM CO	95.00	.00	95.00	421407311	MONITORING OF ALARMS WWTP
045438	08/15/14	BRE01	W.H. BRESHEARS	2118.73	.00	2118.73	252785	UNLEADED FUEL
045439	08/15/14	CAL10	CALIFORNIA RURAL WATER	500.00	.00	500.00	B40814	CERTIFICATION REVIEW CLAS S LOVEJOY/FONTANA
045440	08/15/14	CAS04	CASTRO, EDUARDO	175.00	.00	175.00	B40814	REFUND DEPOSIT 7/19 LESS DAMAGE
045441	08/15/14	CLA03	CLARK'S PEST CONTROL	102.00	.00	102.00	15868286	PEST CONTROL
				57.00	.00	57.00	15896667	PEST CONTROL
			Check Total.....:	159.00	.00	159.00		
045442	08/15/14	DEP09	DEPT. OF HEALTH SERVICES	50.00	.00	50.00	B40814	T-1 EXAM FEE H. GARZA
045443	08/15/14	DON01	DON'S MOBILE GLASS	40.00	.00	40.00	192545	WINDSHIELD REPAIR PW6
045444	08/15/14	EWI00	EWING IRRIGATION PRODUCTS	2224.30	.00	2224.30	8374568	SPRINKLER HEADS
045445	08/15/14	EZN00	EZ NETWORK SOLUTIONS	36.19	.00	36.19	28221	SCADA INSTALL
				327.83	.00	327.83	28320	OFF SITE DATA STORAGE 7/14
				2690.10	.00	2690.10	TS28179	IT SERVICES
				2693.85	.00	2693.85	TS28288	IT SVCS 8/2014
			Check Total.....:	5747.97	.00	5747.97		
045446	08/15/14	HUG34	VALLEY PARTS WAREHOUSE, I	3.31	.00	3.31	122622	FUSE
				47.98	.00	47.98	125298	OIL & FILTER
			Check Total.....:	51.29	.00	51.29		
045447	08/15/14	LEG01	LEGAL SHIELD	51.80	.00	51.80	B40814	LEGAL SVCS
045448	08/15/14	MIK00	MIKE'S TOW	108.00	.00	108.00	201383	TOW DODGE
				101.00	.00	101.00	201384	TOW DODGE
			Check Total.....:	209.00	.00	209.00		
045449	08/15/14	MOD16	MODESTO COLOR	115.12	.00	115.12	MO112216	SAFETY MARK RED
045450	08/15/14	MOS01	MOSS, LEVY & HARTZHEIM, L	12000.00	.00	12000.00	5412	INTERIM AUDIT WORK FY END
045451	08/15/14	OFF06	OFFICE TEAM	739.20	.00	739.20	40954839	EXTRA HELP 8/1'
				369.60	.00	369.60	40954840	EXTRA HELP 8/1
			Check Total.....:	1108.80	.00	1108.80		
045452	08/15/14	ORT09	ORTIZ, MARIA & ORTIZ, RAM	210.00	.00	210.00	B40814	REFUND DEPOSIT 8/2
045453	08/15/14	QUI03	QUICK N SAVE	216.41	.00	216.41	1-1183	DIESEL

REPORT.: Aug 21 14 Thursday  
 RUN...: Aug 21 14 Time: 17:02  
 Run By.: KATHY DAHLIN

City of Hughson  
 Cash Disbursement Detail Report  
 Check Listing for 08-14 Bank Account.: 0100

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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
045453	08/15/14	QUI03	QUICK N SAVE	120.56	.00	120.56	1-1663	DIESEL
			Check Total.....:	336.97	.00	336.97		
045454	08/15/14	ROD07	RODRIQUEZ, RAMON	210.00	.00	210.00	B40814	REFUND DEPOSIT 7/12
045455	08/15/14	RUS01	RUSH, SAM	150.00	.00	150.00	B40814	REIMBURSE FOR CWEA TRAINING 6 EMPLOYEES
045456	08/15/14	SAN05	SAN JOAQUIN VALLEY	71.00	.00	71.00	B40814	FILING FEE FOR NEW LAW
045457	08/15/14	SHO02	SHORE CHEMICAL COMPANY	626.01	.00	626.01	40552	CHLORINE
045458	08/15/14	STE07	STEELEY, JARED WATER & WA	3975.00	.00	3975.00	35697	WASTEWATER OPERATIONS COVERAGE
045459	08/15/14	TES00	TESCO CONTROLS, INC	982.96	.00	982.96	54914IN	EMERGENCY REPAIR SCADA
045460	08/15/14	UND01	UNDERGROUND SERVICE ALERT	247.44	.00	247.44	14070215	ANNUAL MEMBERSHIP'
045461	08/15/14	UNI11	UNIVAR USA, INC	596.90	.00	596.90	SJ628803	SODIUM HYPOCHLORITE
045462	08/15/14	USA01	USA BLUE BOOK	1066.37 446.90	.00 .00	1066.37 446.90	393744 409724	MATERIAL FOR WELL #8 PARTS & FITTINGS
			Check Total.....:	1513.27	.00	1513.27		
045463	08/15/14	VER03	VERGARA, NORMA	210.00	.00	210.00	B40814	REFUND DEPOSIT 7/26
045464	08/15/14	WAR00	WARDEN'S OFFICE	389.46	.00	389.46	18310990	OFFICE SUPPLIES
045465	08/15/14	WHI03	LISA WHITESIDE	80.44	.00	80.44	B40814	REIMB FOR NATIONAL NIGHT OUT EXPENSES
045466	08/15/14	WIL05	WILLE ELECTRIC	681.01	.00	681.01	S16033961	STREET LIGHT SUPPLIES LLD S
045467	08/15/14	EMP01	STATE OF CALIFORNIA	1040.76	.00	1040.76	B40815	PAYROLL TAXES
045468	08/15/14	HAR02	THE HARTFORD	417.16	.00	417.16	B40815	DEFERRED COMPENSATION
045469	08/15/14	PER01	P.E.R.S.	7395.84	.00	7395.84	B40815	RETIREMENT
045470	08/15/14	STA23	CalPERS SUPPLEMENTAL INCO	370.00	.00	370.00	B40815	DEFERRED COMPENSATION
045471	08/15/14	UNI07	UNITED WAY OF STANISLAUS	2.00	.00	2.00	B40815	UNITED WAY
045472	08/18/14	GEO00	GEORGE REED, INC	129721.55	.00	129721.55	1643	5TH ST SIDEWALK INFILL PROJ PMT #1
045473	08/21/14	HDL00	HDL SOFTWARE, LLC	450.00	.00	450.00	22327INB	CONTRACT SERVICES SALES TAX 2ND QTR
045474	08/21/14	HUG08	CITY OF HUGHSON	615.54	.00	615.54	B40821	LLD WATER SERVICE 6/14
045475	08/21/14	UNI11	UNIVAR USA, INC	391.66	.00	391.66	SJ623268	SODIUM HYPOCHLORITE
045476	08/21/14	ADK00	ADKINS ELECTRIC	875.00	.00	875.00	339	ELECTRICAL SUPPLY FOR A/C UNIT
045477	08/21/14	AIR01	A.I.R.S.	2400.00 2550.00	.00 .00	2400.00 2550.00	789801 789802	REPAIR PLAYGROUND EQUIP STARN PARK INSTALL PLAYGROUND MATERIAL STARN PARK
			Check Total.....:	4950.00	.00	4950.00		
045478	08/21/14	ATT03	AT&T	2924.13	.00	2924.13	B40821	PHONE
045479	08/21/14	COR01	CORONA, JUANA	235.00	.00	235.00	B40821	CANCELLATION OF HALL RENTAL 9/27/14
045480	08/21/14	CSJ03	CSJVRMA	65141.00	.00	65141.00	20130612	2014/2015 1ST QTR DEPOSIT S
045481	08/21/14	CUM02	CUMULUS BROADCASTING, LLC	900.00	.00	900.00	B40821	STORMWATER PARTNERSHIP 2014
045482	08/21/14	EXP00	EXPRESS PERSONNEL SERVICE	1019.16	.00	1019.16	144922796	EXTRA HELP 8/3/14

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
045483	08/21/14	GEO01	GEOANALYTICAL LABORATORIE	55.00	.00	55.00	A4H0501	WATER TESTING
				30.00	.00	30.00	A4H0502	WATER TESTING
				30.00	.00	30.00	A4H1203	WATER TESTING
				440.78	.00	440.78	A4H1219	WATER TESTING
			Check Total.....:	555.78	.00	555.78		
045484	08/21/14	GRO01	FERGUSON ENTERISES, INC 1	3725.21	.00	3725.21	1014833	MISC MATERIAL WATER INFRA STRUCTURE
045485	08/21/14	HUG03	HUGHSON CHRONICLE	114.43	.00	114.43	105104	LEGAL #9045 SUMMARY OF ORD #2014-03
				238.80	.00	238.80	105105	LEGAL #9023 EMPLOYMENT AD WWTP
			Check Total.....:	353.23	.00	353.23		
045486	08/21/14	HUG08	CITY OF HUGHSON	3929.82	.00	3929.82	B40821B	LLD WATER SERVICE JULY/AUG 2014
045487	08/21/14	MCR01	MCR ENGINEERING, INC	24644.31	.00	24644.31	10357	ENGINEERNIG SVCS 7/2014
045488	08/21/14	MOD01	THE MODESTO BEE	195.10	.00	195.10	1142255	NOTICE OF ELECTION
				350.85	.00	350.85	1162197	JOB PKG
			Check Total.....:	545.95	.00	545.95		
045489	08/21/14	OFF06	OFFICE TEAM	517.44	.00	517.44	40994408	EXTRA HELP 8/8
045490	08/21/14	RIC04	RICOH USA, INC	1340.15	.00	1340.15	93008133	COPY MACHINE LEASE
045491	08/21/14	TID01	TURLOCK IRRIGATION DIST.	35164.19	.00	35164.19	B40821	ELECTRIC
045492	08/21/14	TRA01	TRAVIOLI CONSTRUCTION, IN	202068.00	.00	202068.00	1467	WELL 6 IMPROVEMENTS
045493	08/21/14	UNI08	UNION BANK OF CALIFORNIA	138167.94	.00	138167.94	B40821	REDEVELOPMENT PROJECT TAX ALLOCATION 2006
045494	08/21/14	UNI11	UNIVAR USA, INC	512.79	.00	512.79	SJ630827	SODIUM HYPOCHLORITE
				596.90	.00	596.90	SJ635321	SODIUM HYPOCHLORITE
			Check Total.....:	1109.69	.00	1109.69		
045495	08/21/14	WAR00	WARDEN'S OFFICE	373.62	.00	373.62	1834523-0	OFFICE SUPPLIES
			Cash Account Total.....:	678353.67	.00	678353.67		
			Total Disbursements.....:	678353.67	.00	678353.67		



## CITY OF HUGHSON AGENDA ITEM NO. 3.3

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** August 25, 2014  
**Subject:** Review of the Biennial Conflict of Interest Code  
**Presented By:** Dominique Spinale, Assistant to the City Manager

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

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#### **Staff Recommendation:**

Approve filing the 2014 Local Agency Biennial Notice for the City of Hughson's Conflict of Interest Code claiming "no amendment is required".

#### **Background and Overview:**

The Political Reform Act (Government Code Sections 81000-91014) requires most state and local governmental officials and certain employees to publicly disclose their personal assets and income. They also must disqualify themselves from participating in decisions which may affect their personal economic interests. The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the State of Economic Interest, Form 700, and for interpreting the law's provisions.

Persons holding the position of Mayor, City Councilmember, Planning Commissioner, City Manager, City Attorney, and City Treasurer file a form 700 pursuant to Government Code §87200 directly with the FPPC. In addition, local government agencies must adopt a local Conflict of Interest Code (Code). This Code must designate positions that make or participate in the making of decisions which may foreseeably have a material effect on any financial interest. The Code must be reviewed biennially to determine if amendments are required.

The Hughson City Council last amended the Conflict of Interest Code on September 10, 2012 with the adoption of Resolution No. 2012-42. City Staff has reviewed the existing Code and has determined that the Code complies with State law and needs no amendments at this time.

**CITY OF HUGHSON  
 CONFLICT OF INTEREST CODE  
 RESOLUTION 2012-42  
 Adopted by City Council September 10, 2012  
 Exhibit "A"**

<u>Positions Designated to Report</u>	<u>Disclosure Category</u>
<b>Department</b>	
<b>ADMINISTRATION</b>	
City Clerk	2
Deputy City Clerk	2
Director of Administration	2
Management Analyst	2
<b>BOARDS/COMMISSIONS/COMMITTEES</b>	
Finance and Audit Committee Members	1
Hughson Public Finance Authority	1
Parks and Recreation Commissioners	1
RDA Oversight Board Committee Members	1
Successor Agency to the RDA Committee Members	
<b>BUILDING AND PLANNING DEPARTMENT</b>	
Director of Community Development	1
<b>CITY ATTORNEY'S OFFICE</b>	
Deputy City Attorney	1
<b>FINANCE DEPARTMENT</b>	
Director of Finance	1
Accounting Manager	4
<b>PARKS AND RECREATION</b>	
<b>POLICE</b>	
<b>PUBLIC WORKS</b>	
City Engineer	1
Public Works Superintendent	4

## **\*\* Consultants and Contractual Consultants**

### **This disclosure category reads:**

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine in writing that a particular consultant, although a "designated positions." is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described in these categories. Such determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager shall forward a copy of this determination to the City Council. Nothing herein excuses any such consultant from any other provision of the Conflict of Interest Code

## **DISCLOSURE CATEGORIES -CONFLICT OF INTEREST CODE**

### **DEFINITION**

"Unit" as used in this text means the particular department, board, committee, commission, office or other entity using the disclosure category.

### **DISCLOSURE CATEGORY**

1. All investments and business positions in business, entities, sources of income and interests in real property.
2. Investments and business positions in business entities, and all sources of income.
3. Interests in real property.
4. Investments and business positions in business entities, and sources of income from "entities providing bids, supplies, services, vehicles, equipment or machinery, or engaged in construction, development, acquisition or sale of real property, or public works or other City-related projects, of the type used by the designated employee's unit.

## 2014 Local Agency Biennial Notice

Name of Agency: CITY OF HUGHSON  
Mailing Address: P.O. BOX 9 / 7018 PINE STREET, HUGHSON, CA. 95326  
Contact Person: DOMINIQUE SPINALE Phone No: (209) 883-4054  
E-Mail: dspinale@hughson.org

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (check one box):

**An amendment is required. The following amendments are necessary:**

*(Mark all that apply.)*

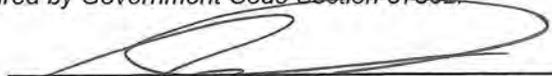
- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other *(describe)* \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is more than five years old, amendments may be necessary.)

### Verification

*This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.*

  
\_\_\_\_\_  
Signature of Chief Executive Officer

08/22/14  
\_\_\_\_\_  
Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:

*(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)*

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC**

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2012-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
RESCINDING RESOLUTION NO. 2010-36 AND REVIEWING AND AMENDING THE  
CONFLICT OF INTEREST CODE FOR DESIGNATED POSITIONS**

---

**WHEREAS**, the Hughson City Council adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974, Government Code Sections 81000, et seq; and

**WHEREAS**, the Hughson City Council last amended the Conflict of Interest Code on July 12, 2010 by adopting Resolution 2012-36; and

**WHEREAS**, pursuant to Government Code Section 87306.5, each local government agency must review its Conflict of Interest Code on a biennial basis and either amend the code or report that the Code is not in need of amendment; and,

**WHEREAS**, the City Council rescinds the Conflict of Interest Code adopted by Resolution 2010-36; and,

**WHEREAS**, Exhibit "A", listing the designated positions, is hereby amended to remove, change, and include the current designated positions; and,

**WHEREAS**, The City of Hughson will continue to incorporate by reference Title 2, California Administrative Code Section 18730 and amendments to it, adopted by the Fair Political Practices Commission (FPPC), which will save time and money by minimizing the actions required of the Council to keep its Code in conformity with the Reform Act.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Hughson as follows:

1. The terms of Title 2, California Administrative Code Section 18730 and any amendments to it duly adopted by the FPPC, along with the attached "Exhibit "A" in which designated positions and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Hughson.

2. Persons holding designated positions shall file Statements of Economic Interests, Form 700, pursuant to the Code with the City Clerk, who shall be deemed the Filing Officer and who shall make the statements available to the public for inspection and reproduction.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at a regular meeting held on September 10, 2012, by the following roll call vote: (4-0-0-1)

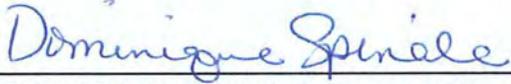
**AYES:** Silva, Carr, Mayor Bawanan, and Beekman

**NOES:** None

**ABSTENTIONS:** None

**ABSENT:** Young.

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

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

**CITY OF HUGHSON  
 CONFLICT OF INTEREST CODE  
 RESOLUTION 2012-42  
 Adopted by City Council September 10, 2012  
 Exhibit "A"**

<u>Positions Designated to Report</u>	<u>Disclosure Category</u>
---------------------------------------	----------------------------

**Department**

**ADMINISTRATION**

City Clerk	2
Deputy City Clerk	2
Director of Administration	2
Management Analyst	2

**BOARDS/COMMISSIONS/COMMITTEES**

Finance and Audit Committee Members	1
Hughson Public Finance Authority	1
Parks and Recreation Commissioners	1
RDA Oversight Board Committee Members	1
Successor Agency to the RDA Committee Members	

**BUILDING AND PLANNING DEPARTMENT**

Director of Community Development	1
-----------------------------------	---

**CITY ATTORNEY'S OFFICE**

Deputy City Attorney	1
----------------------	---

**FINANCE DEPARTMENT**

Director of Finance	1
Accounting Manager	4

**PARKS AND RECREATION**

**POLICE**

**PUBLIC WORKS**

City Engineer	1
Public Works Superintendent	4

## **\*\* Consultants and Contractual Consultants**

### **This disclosure category reads:**

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine in writing that a particular consultant, although a "designated positions." is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described in these categories. Such determination shall include a description of the Consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager shall forward a copy of this determination to the City Council. Nothing herein excuses any such consultant from any other provision of the Conflict of Interest Code

### **DISCLOSURE CATEGORIES -CONFLICT OF INTEREST CODE**

#### **DEFINITION**

"Unit" as used in this text means the particular department, board, committee, commission, office or other entity using the disclosure category.

#### **DISCLOSURE CATEGORY**

1. All investments and business positions in business, entities, sources of income and interests in real property.
2. Investments and business positions in business entities, and all sources of income.
3. Interests in real property.
4. Investments and business positions in business entities, and sources of income from "entities providing bids, supplies, services, vehicles, equipment or machinery, or engaged in construction, development, acquisition or sale of real property, or public works or other City-related projects, of the type used by the designated employee's unit.



## **CITY OF HUGHSON AGENDA ITEM NO. 3.4**

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

**Meeting Date:** August 25, 2014  
**Subject:** Approval of First Amendment to the Hughson Chamber of Commerce Lease for the Reception Area at the Hughson Business Incubation Center  
**Enclosures** Original Lease Agreement and Amendment No. 1  
**Presented By:** Raul L. Mendez, City Manager

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

---

#### **Staff Recommendation:**

1. Approve the First Amendment to the Hughson Chamber of Commerce Lease for the reception area at the Hughson Business Incubation Center.
2. Authorize the City Manager to execute the First Amendment to the Hughson Chamber of Commerce Lease for the reception area at the Hughson Business Incubation Center.

#### **Background and Overview:**

On May 14, 2012, the City Council of the City of Hughson directed staff to draft a lease agreement with the Hughson Chamber of Commerce to lease certain office space at its City Hall Annex building located at 7012 Pine Street.

On May 29, 2012, the City Council approved the lease agreement that allows the Chamber of Commerce to lease the front desk area of the building as well as have access to all the common areas including the restrooms, conference room and hallways. The lease also designates some wall space where the Chamber of Commerce can maintain its filing cabinets.

The current lease agreement established rent based on a pro rata share of utilities for the building and including electricity, gas, water, sewer, trash, heating, air condition, telephone and internet services. The only tenant at the time, the rent based on the pro rata share seemed appropriate and would allow the Hughson Business Incubation Center to grow as envisioned with the assistance of the Hughson Chamber of Commerce.

In July of 2013, the City of Hughson entered into a lease agreement with Mid Valley Publications to house the Hughson Chronicle/Denair Dispatch satellite office that was in the process of moving from its location on Hughson Avenue to out of the area. Based on a desire to keep the local newspaper in town, the City was able to negotiate an annual lease agreement with a reasonable rental rate of \$200 per month.

During its annual review of the agreement with both the Hughson Chamber of Commerce and Mid Valley Publications, City staff concluded that for consistency purposes it was appropriate to establish a liked rental rate for current tenants. City staff evaluated the annual rental revenue provided by the Hughson Chamber of Commerce based on the pro rata model and determined that it was comparable to the \$200 per month rate. As such, City staff discussed amending the lease agreement accordingly to a fixed rental rate and presented it to the Hughson Chamber of Commerce Board of Directors during their August 11, 2014 meeting where it was favorably received. The fixed rental rate would allow the Chamber of Commerce to adequately budget the expense annually rather than depending on a variable rate based on utilities.

In the last year, there has been expressed interest by various prospective businesses in occupying an office at the Hughson Business Incubation Center. These include an insurance agency, bail bond consultant, real estate agent, tax preparation service and most recently a graphic design business. The rental rate for current tenants will be the baseline for future tenants in hopes of occupying the remaining offices. The Hughson Business Incubation Center has 3 offices available. The Hughson Small Business Development Center is currently using one of the offices 2 times a month but can relocate to one of the two conference rooms if necessary.

**Fiscal Impact:**

Amending the Hughson Chamber of Commerce lease to a fixed rental rate of \$200 per month will provide annual revenue in the amount of \$2,400 and help offset the annual cost of operation and maintenance of the Hughson Business Incubation Center.

**CITY OF HUGHSON  
CHAMBER OF COMMERCE LEASE**

**COPY**

This LEASE AGREEMENT ("Lease") is made and entered into as of May 29, 2012, by and between the City of Hughson, a municipal corporation of the State of California ("Lessor"), and the Hughson Chamber of Commerce ("Lessee").

**AGREEMENT**

1. Premises. Lessor hereby leases and lets to Lessee, and Lessee hereby takes and leases from Lessor, subject to the terms and conditions contained herein, the "reception" area (the "Premises") of that building located at 7012 Pine Street, Hughson, California (the "Building"), as outlined on the attached Exhibit "A."

1.1. Lessee is granted the right at all times during the Lease Term to the nonexclusive use of the main lobby of the Building, common corridors and hallways, stairwells, restrooms, kitchen, scheduled use of the conference room, and nonexclusive use of other public or common areas located in the Building. Lessor however, has the sole discretion to determine the manner in which those public and common areas are maintained and operated, and the use of those areas shall be subject to the Rules and Regulations, which may be amended at Lessor's sole discretion from time to time, attached hereto as Exhibit "B". Lessor shall enforce the Rules and Regulations in a consistent and nondiscriminatory manner regarding all tenants and occupants in the Building, including their respective officers, agents, employees, independent contractors, and invitees. Lessee shall comply with all such rules and regulations as published, revised, and promulgated. Lessee acknowledges that the Building is being used by the Lessor as part of a business incubator program and thus will have additional tenants occupying designated portion of the Building from time to time.s

2. Term. The term of this Lease shall be a month-to-month tenancy ("Term") scheduled to commence on May 30, 2012 (the "Commencement Date").

2.1. The term of this Lease may be extended for additional periods upon the mutual written consent of the parties.

3. Rent. Lessee shall pay monthly rent (the "Rent") in the form of paying its pro-rata share of utilities for the Building and by logging visitors in and out of the Building during the periods of time they are present in the Building. For purposes of this Lease "utilities" shall include electricity, gas, water, sewer, trash, heating, air conditioning, telephone and internet connection service. Lessor shall provide Lessee an invoice stating Lessee's pro-rata share of utilities for the Building, which shall be determined by the Lessor based on the number of tenants occupying the Building. Lessee shall pay the Rent invoice within ten calendar days of receipt of such invoice. In the event Lessee shall fail to pay rent on the due date, a late charge of two percent (2%) of the

monthly rent shall be added to the rental for each such late payment, and the same shall be treated as additional rent. All rent shall be paid by Lessee to Lessor at 7018 Pine Street, Hughson, California, or any other place or places that Lessor may from time to time designate by written notice given to Lessee. Rent for any partial month shall be prorated for that month based on a thirty (30) day month.

3.1. No security deposit is required for Lessee.

3.2. In no event will the Lessor accept any ownership interest in the Lessee or other business entity, nor take any interest in any property, whether real, personal, or intellectual, in lieu of rent.

4. Use. Lessee shall have the right to use the Premises solely for office purposes.

4.1. If during the Term of this Lease, or any extension hereof, the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or Premises shall make it impossible or not economical for Lessee to operate in the Premises in accordance with Paragraph 4, then Lessee or Lessor, at its option, may terminate this Lease, whereupon the Rent and all other charges payable hereunder by Lessee shall be prorated in accordance with Paragraph 3 as of such date of termination.

5. Subletting or Assignment. Lessee may not sublet or assign this Lease.

6. Lessor's Representations and Warranties. Lessor represents and warrants that:

6.1. Lessor shall maintain in good repair, reasonable wear and tear excepted, (a) all exterior glass, windows, doors and door locks in or about the Building; (b) structural elements of the Building; (c) mechanical, electrical, plumbing and fire/life safety systems serving the Building in general; (d) common areas; and (e) roof of the Building. Lessor will make such necessary repairs within a reasonable time after Lessor has notice of damage or the need for repair.

7. Lessee's Covenants. Lessee covenants and agrees it shall:

7.1. Pay rent when due without notice or demand;

7.2. Maintain the Premises in a clean, safe and good condition and return the Premises to Lessor at the Termination Date in accordance with Paragraph 10 hereof;

7.3. Comply with all statutes, codes, ordinances, rules and regulations applicable to the Premises;

7.4. Give Lessor prompt notice of any accident, damage, destruction, or occurrence affecting the Premises;

7.5. At its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Lessor's express responsibility under Paragraph 6.1; and

7.6. Allow Lessor reasonable access to the Premises for inspection and necessary maintenance.

8. Insurance. Lessee, at its discretion, may purchase insurance for this Lease. Lessor recommends that Lessee purchase liability insurance to insure them against loss. Any insurance purchased by the Lessor covering the Premises or its contents will not provide any coverage for any property belonging to the Lessee. If the Lessee wishes such coverage for its property or for loss of Premises as a result of fire or other casualty, then Lessee will be solely responsible for purchasing same.

9. Cancellation. Notwithstanding the provisions set forth in Paragraphs 2 and 2.1 herein, Lessee and Lessor shall have the right to cancel this Lease upon giving sixty (60) days written notice of its intent to cancel to the other party.

10. Surrender. Upon the expiration or earlier termination of the Lease, Lessee shall surrender the Premises to Lessor in good order, condition, and repair, ordinary wear and tear excepted. Lessee shall, at its sole cost and expense, remove any and all of Lessee's furniture, furnishings, movable partitions and other fixtures, improvements or alterations approved by Lessor, and personal property. All fixtures and improvements not removed shall become the property of the Lessor.

11. Notice. All notice, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder in writing shall be deemed to have been given when delivered or when mailed by first class mail, postage prepaid, addressed to Lessor or Lessee as follows

As to Lessor:                      City of Hughson  
   Attention: City Manager  
   7018 Pine Street  
   P.O. Box 9  
   Hughson, California 95326

As to Lessee:                        Hughson Chamber of Commerce  
   7012 Pine Street  
   Hughson, California 95326

12. Amendments. This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

13. Severability. If any provision of the Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any other application of such provision shall not be affected thereby.

14. Governing Law. This lease shall be governed by and construed in accordance with the laws of the City of Hughson and the State of California.

15. Disclaimer. The City of Hughson covenants and agrees that it will not represent to any third party, including potential investors, that by virtue of making available facilities and providing services to the Lessee, City is in any way endorsing or has in any way approved or disapproved of the Lessee, its management, business plan, valuation or any other matter regarding the Lessee.

16. Indemnification. Lessee shall hold harmless and indemnify Lessor from and against any and all damage or claims that may arise during normal operation of Lessee's business, except loss or damage arising from any negligent act by Lessor, its agents or employees.

17. Waiver. Lessee waives any and all rights that it may have or assert to have to make any claim or file any legal action against the Lessor, its elected officials, directors, agents, officers, employees, or other representatives for any decision made or which City fails to make regarding the financial promise of the Lessee's business, its ability to be financially successful or its right to terminate the Lease. This exemption from liability extends to any advice received by the Lessee from the Lessor or from third party consultants provided by the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year set forth above.

**LESSOR:**

5-30-2012

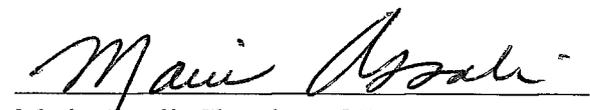
Date

  
Bryan Whitemyer, City Manager  
City of Hughson

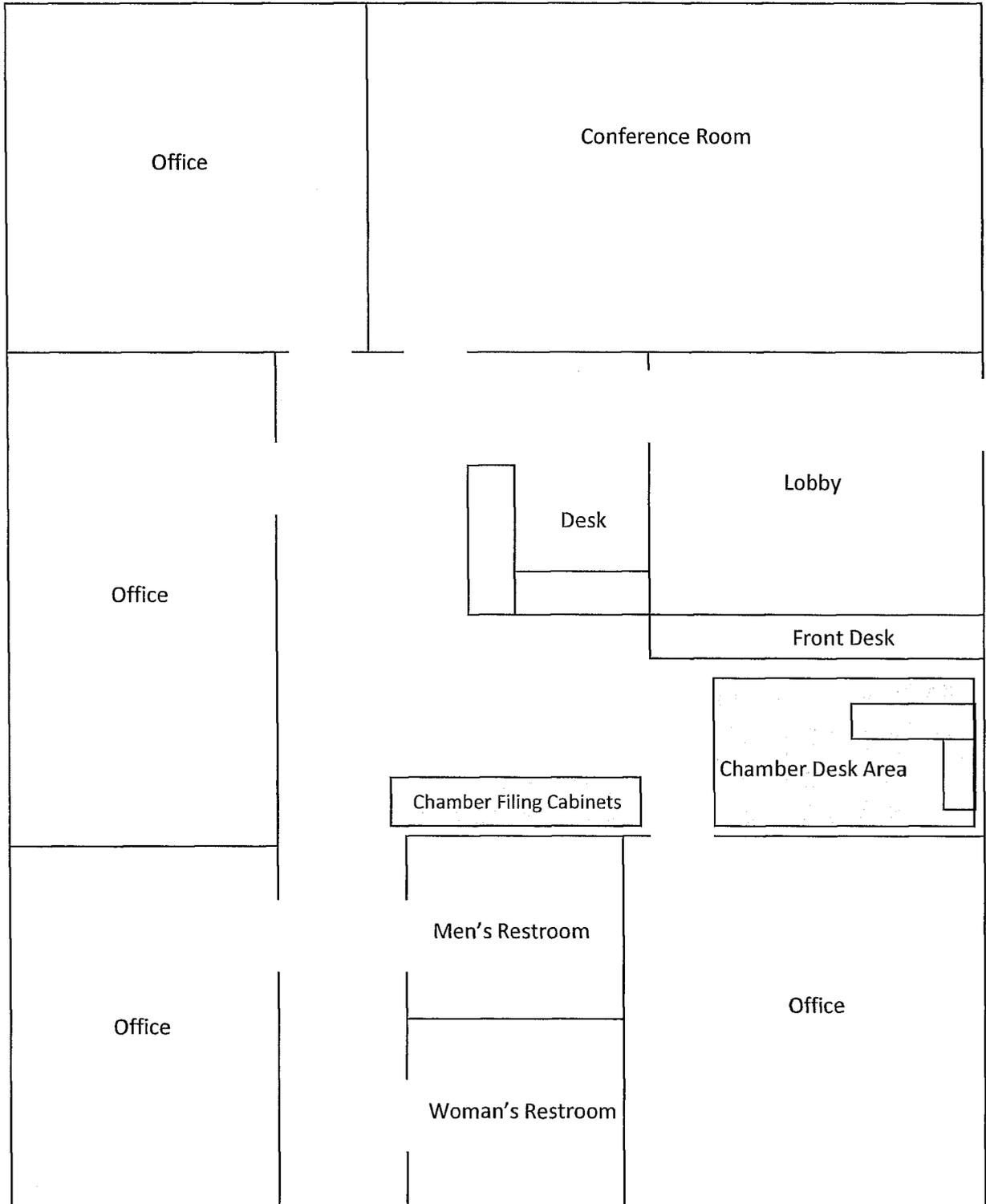
**LESSEE:**

5-30-2012

Date

  
Marie Assali, Chamber of Commerce

**Exhibit "A"**  
**Premises Map**



**EXHIBIT "B"**  
**RULES AND REGULATIONS**  
**CITY OF HUGHSON SMALL BUSINESS INCUBATOR**

All terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

1. Lessor shall provide Lessee with two keys for each exterior door lock. No additional locks shall be placed upon any doors of the premises by Lessee and Lessee agrees not to have any duplicate keys made nor have the locks changed without the consent of the Lessor.
2. Lessee, its invitees, guests, employees, or agents shall not disturb other occupants of the Building by making any undue or unseemly noise, or otherwise. Lessee shall not, without Lessor's written consent, install or operate in or upon the Premises any machine or machinery causing noise or vibration perceptible outside the Premises. All combustible material must be kept in OSHA approved containers.
3. Lessee shall not mark or drive nails or screws into the woodwork or walls, or paint or in any way deface the Building or any part thereof, or the Premises or any part thereof, or fixtures therein without consent of Lessor. The expense of remedying any breakage, damage or stoppage resulting from a violation of this rule shall be borne by Lessee.
4. Canvassing, soliciting and peddling in the Building are prohibited and each Lessee shall cooperate to prevent such activity. This is not to preclude industrial sales representatives. Lessor reserves all vending rights.
5. Lessee shall have the non-exclusive right, along with other lessees of the Building, to use the parking area located on the land upon which the building is located, except for portions of the parking area necessary for entrances, exits, driveways, walkways, loading, and unloading areas. Lessor shall have the authority at any time to designate portions of the parking area for exclusive use by certain tenants in the Building, or to regulate the use of the parking areas in general.
6. Lessor assumes no responsibility for and shall not be liable for any damages resulting from any error in regard to any identification of Lessee or its employees from admission to or exclusion from the Building.
7. The Lessor's responsibility for janitorial and other custodial services shall be limited to the exterior and common areas of the building, such as hallways, restrooms, etc. only if these areas are shared by other tenants. Otherwise the tenant shall be solely responsible for

janitorial and custodial services. Reasonable care and caution shall be used by Lessee to keep all shared facilities by tenants and administrators clean.

8. Lessee shall exercise care and caution to insure that all water faucets, water apparatus are carefully and entirely shut off before Lessee or its employees leave the Building so as to prevent waste or damage. Lessee shall be responsible for any damage to the Premises or the Building so as to prevent waste or damage. Lessee shall be responsible for any damages to the Premises or the Building arising from Lessee's failure to observe this provision.
9. Lessor reserves the right to exclude or expel from the Building any person who, in the judgment of the Lessor is under the influence of alcohol or drugs, or someone who brings in or stores any drugs on the Premises, or who is in the judgment of Lessor, disturbing other Lessees or Lessor in any way or who shall in any manner do any act in violation of any city, state, or federal law or any of the rules and regulations of the Building.
10. Lessor shall not be responsible to Lessee for the non-observance or violation of any of these Rules and Regulations by any other tenant. Lessor reserves the right to make such other reasonable rules and regulations as may be necessary or appropriate, in Lessor's sole judgment, for the safety, care and cleanliness of the Building, and for the preservation of good order therein. Subsequent rules and regulations shall be binding upon the parties hereto the same as if inserted in this Lease at the time of execution.
11. Lessee agrees not to store any merchandise crates, goods, supplies or other materials of any kind outside the leased Premises without special permission. Lessee further agrees not to burn trash or other substances in or on the exterior of, the leased Premises.
12. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Lessee who, or whose servants, employees, agents, visitors, or licensees, shall have caused the same.



Hughson Chamber of Commerce

By: Marie Assali DATE: 5/30/12

TITLE: Board of Director

**FIRST AMENDMENT TO CHAMBER OF COMMERCE**

This First Amendment to the Hughson Chamber of Commerce Lease ("First Amendment") is made effective September 1, 2014. The parties are identified in the Recitals below.

RECITALS

A. Effective May 30, 2012 the City of Hughson as Lessor and the Hughson Chamber of Commerce as Lessee entered into that certain Chamber of Commerce Lease ("Lease") with respect to the "reception" area (the "Premises") of that building located at 7012 Pine Street, Hughson, California (the "Building"), as outlined on the attached Exhibit "A" of the Lease.

B. Lessor and Lessee now desire to amend the rent provisions in paragraph 3 of the Lease as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

**FIRST:** Paragraph 3 of the Lease is amended to read as follows effective August 31, 2014:

"3. Rent. Lessee shall pay monthly rent (the "Rent") in the amount of Two Hundred Dollars and No Cents (\$200.00) payable in advance on or before the tenth (10th) day of each consecutive calendar month. In the event Lessee shall fail to pay rent on the due date, a late charge of two percent (2%) of the monthly rent shall be added to the rental for each such late payment, and the same shall be treated as additional rent. All rent shall be paid by Lessee to Lessor at 7018 Pine Street, Hughson, California, or any other place or places that Lessor may from time to time designate by written notice given to Lessee. Rent for any partial month shall be prorated for that month based on a thirty (30) day month."

**SECOND:** Except as modified herein, all of the other terms and provisions of the Lease remain in full force and effect.

ALL SIGNATURES ON PAGE 2 FOLLOWING

IN WITNESS WHEREOF the parties have executed this First Amendment to Chamber of Commerce Lease effective August 31, 2014.

**LESSOR:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raul Mendez, City Manager  
City of Hughson

**LESSEE:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marie Assali, Executive Director  
Hughson Chamber of Commerce



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

**Meeting Date:** August 25, 2014  
**Subject:** Consideration of the Quarterly City of Hughson  
Legislative Report  
**Enclosure:** City of Hughson Legislative Program  
Letter of Support for SB 1262 (Correa) – Medical  
Marijuana Regulation.  
**Presented By:** Raul L. Mendez, City Manager

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

---

### **Staff Recommendation:**

Accept the Quarterly City of Hughson Legislative Report.

### **Background:**

On March 24, 2014, the Hughson City Council adopted Resolution No. 2014-10, establishing the City of Hughson's Legislative Program. The Legislative Program contains General Principles (Home Rule, Annexation, Right of Way and Unfunded Mandates) and focuses on key policy areas: Environmental/Utilities and Public Works/Transportations/Telecommunications. The Legislative Program is intended to be a fluid document that is revisited periodically to enable the City Council and staff to react and respond when appropriate to legislative issues as they arise throughout the year in a timely manner. The document is made available to State and Federal elected representatives so that they are made aware of the issues that are important to Hughson and can advocate on those issues on the City's behalf.

Historically, the City of Hughson has conducted legislative advocacy through its work by designated members of the City Council with organizations such as the League of California Cities (LOCC) and the California Local Agency Formation Commission (CALAFCO). Due to limited staffing resources, this model has served the City of Hughson well. Occasionally, the City of Hughson is asked to consider taking positions of support or opposition on Federal and State Legislation and such requests are handled on a case-by-case basis by the Hughson City Council through its regular or special meetings.

Under the new model, the City Manager and staff conduct the initial review of legislative requests. If determine to be consistent with the City's Legislative Program they are further research and then discussed with the Mayor and Mayor Pro Tem prior to bringing forward for consideration by the full City Council. Matters

not brought forward are shared with the City Council in a quarterly legislative report by the City Manager. The work by designated members on the Hughson City Council on the LOCC and CALAFCO continue as traditionally done. This approach ensures that staffing resources are utilized wisely to only conduct extensive work and analysis on those legislative matters consistent with the adopted Hughson Legislative Program.

The following is a summary of key legislative activity since the adoption of the City's Legislative Program. City staff will prepare this report on a quarterly basis to keep the City Council and public informed of discussions and actions occurring at the State level.

## **State Budget**

On June 20, 2014, Governor Edmund G. Brown Jr. signed a balanced, on-time State Budget (new \$156.3 billion spending plan) that pays down debt, shores up the teachers' retirement system, builds a solid Rainy Day Fund and directs additional funding for local schools and health care. In addition, it increases spending for education, the environment, public safety, the judiciary, public works, health care, CalWORKS, In-Home Supportive Services, and affordable housing. The budget includes a \$108-billion general fund, \$7.3 billion larger than the prior year. The following summarizes some of the key items contained in the State Budget.

### **Paying Down Debts and Liabilities**

The budget reduces the Wall of Debt by more than \$10 billion by paying down \$5 billion in deferred payments to schools, paying off the Economic Recovery Bonds one year ahead of schedule, repaying various special fund loans and reimbursing \$100 million in mandate claims that have been owed to local governments since at least 2004 (for the City of Hughson this amounts to a nominal amount of \$1,892). Under the budget plan, the Wall of Debt would be completely eliminated by 2017-2018.

### **Investing in Education and Health Care**

The budget continues the State's reinvestment in local schools, providing more than \$10 billion this year alone in new Proposition 98 funding. This includes \$4.7 billion for the second year of implementation for the Local Control Funding Formula, which directs new education revenues to districts serving English language learners, students from low-income families and foster youth. The budget also expands the number of low-income preschool students served, increases the rates paid to preschool providers and provides grants to improve the quality of these programs.

In health care, last year the State adopted the optional expansion of Medi-Cal under the Affordable Care Act, providing millions of Californians with affordable health coverage. Enrollment is now expected to rise from 7.9 million in 2012-2013 to 11.5 million in 2014-2015, for a total cost increase of \$2.4 billion.

## Addressing Climate Change

The budget includes \$872 million of Cap-and-Trade auction proceeds - authorized by AB 32 - for greenhouse gas reduction, with an emphasis on assisting disadvantaged communities. The plan will modernize the State's rail system, including high-speed rail and public transit, and encourage local communities to develop in a sustainable manner. It will also increase energy, water and agricultural efficiency, restore forests in both urban and rural settings and create incentives for improved recycling. The budget permanently allocates 60 percent of future auction proceeds to sustainable communities, public transit and high-speed rail. The remaining proceeds will be allocated in future budgets.

## Highway User Tax Allocation (HUTA) Estimates

The budget includes some supplemental funding for local streets and roads from Motor Vehicle Fuel Tax revenues. Specifically, this includes a \$100 million loan repayment and a \$142 million adjustment for an allocation error by the State Controller's office over the last several years. These "supplemental allocations" are to be allocated under the Streets and Highways Code Section 2104-2107 formulas. For the City of Hughson, the new HUTA revenue estimates (including "supplemental allocations") for Fiscal Years 2013-2014 and 2014-2015 are \$197,650 and \$208,914, respectively.

## State Water Bond

On August 14, 2014, Governor Brown signed a water bond passed earlier in the evening with bipartisan support in both the Senate and Assembly. The \$7.5 billion (new debt) and \$425 million (reallocation of existing funds) bond now heads to the polls on November 4, 2014 as Proposition 1 with rising concern across the State over California's drought. Proposition 1 contains funding for a number of organizations water bonding funding priorities. In brief, the bond contains allocations for several of League of California Cities water bond priorities including:

- \$2.7 billion for storage;
- \$1.495 billion for watershed protection, watershed ecosystem restoration and state settlements;
- \$725 million for water recycling projects and programs;
- \$720 million for groundwater management;
- \$200 million for storm water capture.

## Other State Legislation of Note and Relevant City Action

AB 1147 (Bonilla Gomez, Holden) – Massage Therapy Act of 2014. Would completely revise and recast the law pertaining to massage therapy, including returning land use control back to the cities. **On March 24, 2014, Hughson City Council adopted Ordinance No. 2014-13, amending Hughson Municipal Code Title Chapter 9.36 – Massage Establishments.**

SB 1262 (Correa) – Medical Marijuana. Will provide a responsible, regulatory scheme that upholds local control, squarely addresses public safety concerns, and includes important health and safety requirements. ***On April 25, 2014, a letter of support was submitted by Mayor Beekman to the author of the bill (Senator Lou Correa) on behalf of the City of Hughson.***

SB 1129 (Steinberg) – Redevelopment: Successor Agencies to Redevelopment Agencies. Would address several important issues affecting redevelopment dissolution including making available funding to produce quality projects with high-paying construction jobs, expedite the approval and implementation of long range property management plans enabling affected communities to complete local projects, and provide additional certainty for agencies receiving a finding of completion. ***City analysis conducted and legislation being tracked.***

AB 2188 (Muratsuchi) – Solar Permits. Would require cities and counties to adopt a new, costly ordinance that would essentially create a separate permitting and inspection process specifically for residential solar installations of less than 10 kilowatts. ***City analysis conducted and legislation being tracked.***

AB 2280 (Alejo) – Community Revitalization and Investment Authorities. Would bring back a form of redevelopment authority through the creation of a new entity at the local level called a Community Revitalization Investment Authority (CRIA) focused on the state's poorer areas and neighborhoods. ***City analysis conducted and legislation being tracked.***

AB 2126 (Bonta) – Collective Bargaining. Removes balance points in the existing collective bargaining process to provide preferential treatment, leverage and delay mechanisms to public employee organizations to the detriment of public employers and their responsibility to make responsible decisions for local taxpayers. ***City analysis conducted and legislation being tracked.***

In addition, City staff recently received a request from the League of California Cities for the following legislation that is being reviewed.

AB 1439 (Salas) Unfair Business Practices.  
AB 1450 (Garcia) Redevelopment.  
AB 1839 (Gatto-Bocanegra) Income Tax Credits.

**Fiscal Impact:**

Implementation of the City of Hughson's Legislative Program is managed by existing staff and through existing budgeted allocations.



# ***City of Hughson Legislative Program***

*(Adopted March 24, 2014)*

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## **General Principles**

### **Home Rule**

We support self-governance by locally elected officials as provided for in the State's Constitution. Specifically, we feel local governments should control their rights of way, have condemnation authority, be immune from tort liability, and be free to voluntarily cooperate with other public and private entities, as well as State government, to ensure the best level of service for our citizens. We do not support actions at the state level that erode representative democracy or local self-determination.

### **Annexation**

The ability of the City of Hughson to promote and plan for growth is inherent to the ultimate success of our community and Stanislaus County. We support the ability of cities to use their annexation powers as they are currently established in state statute. We oppose any change that limits the authority of cities to grow through annexation.

### **Rights-of-Way**

We oppose any legislation that would restrict the ability of cities to control public property and rights-of-way or the ability of cities to franchise those entities that use the rights-of-way including the implementation of statewide franchises.

### **Unfunded Mandates**

We oppose unfunded mandates. If the state or federal governments seek to promote particular policy objectives, an appropriate level of funding should accompany such mandates.

### **Pension /Other Post-Employment Benefits (OPEB)**

Continue and expand upon recent efforts at pension and OPEB reform to ensure the long-term affordability and responsiveness of public services for city residents.

### **Local Control and Funding**

Promote local control for cities. Support or oppose legislation and proposed constitutional amendments based on whether they advance maximum local control by city governments over city revenues, land use, redevelopment and other private activities to advance the public health, safety and welfare of city residents.

## ***Environmental/Utilities***

### **Strategy: Infrastructure**

- Support federal and state funding targeted towards regional and interregional water resource planning efforts and related land use planning.
- Support measures, which increase water supply through recharging and strengthen the City's rights for use of surface water.
- Support a fiscally and environmentally responsible reauthorization of the Safe Drinking Water Act.
- Support measures that will fund water management improvements.

### **Strategy: Livable Community**

- Support legislation that provides direct funding for conservation and demand reduction projects in city facilities; seek grant or loan funding for essential services (i.e. police/fire, water/wastewater) to purchase new or replace existing back-up generators that are more energy efficient and less polluting.

### **Strategy: Government Operations**

- Support measures that improve water quality within the city/region without lowering MCLs or requiring more monitoring.
- Oppose mandatory groundwater management unless it is reasonable and the management reflects the representative views of all agencies which will be regulated, particularly local government.
- Support legislation that provides local government and agency flexibility in meeting air quality requirements for existing backup generators for sewer, water and storm-pumping facilities.
- Support legislation and increased funding for juvenile crime prevention and abatement programs.
- Support legislation that will reimburse agencies responsible for identifying, tagging and removing waste from illegal drug labs.
- Support legislation that would make Bureau of Narcotics Enforcement Task Force labs available to our jurisdiction for evidence process and drug lab clean-up.
- Support legislation that facilitates local law enforcement ability to acquire the needed Federal Homeland Security funds.
- Support legislation enhancing sentencing and eliminating sentencing consolidation or reductions for those convicted of auto theft.

## ***Public Works/Transportation/Telecommunications***

### **Strategy: Infrastructure**

- Support development of state programs that would provide funding for construction of new transportation infrastructure and upgrades within communities experiencing explosive residential growth.
- Support legislation that provides additional funds for infrastructure or which provides options for financing developer requirements.
- Support legislation that enhances resources for local jurisdiction to maintain and operate their infrastructure.

- Support legislation to fund telecommunication planning and implementation.
- Support legislation to fund GIS to better manage regional resources, respond to emergencies and plan for growth.

**Strategy: Planning for the Future**

- Support State and Federal legislation to reaffirm home rule in oversight and revaluation of telecommunication entities, using public right-of-ways and affecting conditions addressed by local planning and land use policies.

**Strategy: Government Operations**

- Support legislation that provides increased local control over spending on streets and highways.
- Support legislation that provides additional funding to assist public transit systems in meeting air quality standards.
- Support State legislation that protects current City revenues:
  - SLESF (Supplemental Law Enforcement Services Fund)
  - Vehicle License Fees, Property Taxes, Sales Taxes

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



April 25, 2014

Senator Lou Correa  
State Capitol – Room 5061  
Sacramento, CA 95814

**RE: SB 1262 (Correa) – Medical Marijuana**  
**Notice of Support**

Dear Senator Correa:

The City of Hughson supports your medical marijuana legislation, Senate Bill 1262, which will provide necessary changes to the voter approved Proposition 215: a responsible, health-based regulatory scheme that upholds local control, squarely addresses public safety concerns, and includes important health and safety requirements.

Previous legislation in this area has sought to pre-empt or undermine local control, only partially addressed the significant public safety concerns raised by medical marijuana, and failed to address important health and safety issues that are inevitably triggered by a regulatory process for any medicine. SB 1262 with its public safety, local control and health-based approach, therefore strengthens prior legislation.

As a municipal government, we are on the front lines on this issue along with our local police department, and have to cope with the effects of the current regulatory structure for medical marijuana on a daily basis. We applaud your effort to put in place a regulatory structure that protects patient access while protecting local control and addressing public safety issues. We believe that local governments should have a prominent role in any regulatory process for medical marijuana, and therefore support the approach in SB 1262.

We appreciate the work that went into developing this proposal, including input from city attorneys, law enforcement, and consultation with jurisdictions that have imposed bans, as well as those that allow medical marijuana dispensaries to operate under the control of local ordinances.

Finally, we appreciate the incorporation of health and safety standards into the bill, and stand ready to work with county officials who will enforce these standards to ensure smooth implementation should SB 1262 become law.

Once again, thank you for your leadership on this issue.

Sincerely,

A handwritten signature in blue ink, appearing to read "Raul L. Mendez", is written over a blue oval-shaped line.

Raul L. Mendez for  
Matt Beekman, Mayor  
City of Hughson

Cc: Senate Public Safety Committee FAX: (916) 445-4688  
Stephen Qualls, League Regional Public Affairs Manager (via email)  
Tim Cromartie, League of California Cities, [tcromartie@cacities.org](mailto:tcromartie@cacities.org)  
Meg Desmond, League of California Cities, [mdesmond@cacities.org](mailto:mdesmond@cacities.org)



## CITY OF HUGHSON AGENDA ITEM NO. 3.5

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** August 25, 2014  
**Subject:** Approve Renewing the Stanislaus Operational Area Organization Joint Powers Agreement for Emergency Services  
**Presented By:** Sam Rush, Public Works Superintendent  
**Enclosures:** 1. Resolution No. 2014-26  
2. Draft JPA Agreement

**Approval:** \_\_\_\_\_

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#### **Staff Recommendation:**

1. Adopt Resolution No.2014-26 approving the renewal and the continued participation in the Stanislaus Operational Area Organization for Emergency Services.
2. Authorize the City Manager to execute an agreement with the County of Stanislaus.

#### **Background and Overview:**

In the late 1990's, the City of Hughson along with all eight of the other cities in the County, adopted the initial "Agreement for the Establishment and Participation in the Stanislaus Operational Area Organization." The Agreement was renewed in 2004 and 2010. The 2010 Agreement was updated to reflect the role of the Disaster Council and the Operational Area Council and will expire this October 2014. The Stanislaus Board of Supervisors approved the renewal of the agreement at the Board of Supervisors meeting on July 1, 2014, and requested that the nine incorporated cities renew the agreement to participate together in the Stanislaus Operational Area Organization.

Senate Bill (SB) 1871 resulted from the impact of the Oakland/Berkeley Hills Fire and requires each County in California to formally organize as an Operational Area; for the purpose of enhancing large scale emergency management concepts and plans. Government Code Article 9, Section 8605, establishes the authority of the Operational Area and provides the means for the County and all cities within the County, to form an Operational Area Council. The California Emergency Services Act references the "operation area" and defines it as "an intermediate level of the state of emergency

services organization” created to perform extraordinary functions for both county and city governments within a county area thus strengthening mutual coordination and providing a focal point and conduit for disaster information, and an efficient management of resources.

The intent and purpose of the agreement is to update and clarify the role and responsibilities of the partnership and to foster the maximum use of resources in planning, preparedness, response, and recovery to emergencies in the Operational Area.

#### Section 1 Key Provisions:

- Item C. The Stanislaus Operational Area Organization will provide emergency preparedness on a day-to-day basis through training and exercise activities, and will develop policies and procedures for a centralized emergency response center for the purpose of exchanging disaster information and resource requests during a disaster.
- Item D. The Stanislaus Operational Area Council will be an integral part of the Stanislaus Operational Area Decision Process for Emergency Management and will coordinate, review and recommend for approval all emergency or disaster response policies, procedures, plans and other influencing factors or events that would affect the Stanislaus Operational Area. The Stanislaus Operational Area Council will be required to have a majority of the members present for approval and/or review of any plan, policies or issues and a simple majority vote will carry the recommended action.
- Item E. The Stanislaus Operational Area Council may appoint Task Forces and/or Specialist Groups for specific detailed work that requires focus of technical experts to develop plans, policies, and procedures for the Stanislaus Operational Area. Once approved by the Stanislaus Operational Area Council, the information will be forwarded to the Disaster Council with a recommendation for adoption.

#### Section 2 Key Provisions:

##### *Item 6.* PROVISIONS OF FACILITIES AND SUPPORT

The COUNTY shall provide the Operational Area, Emergency Operations Center (EOC) at no cost to the Stanislaus Operational Area Organization or its members. The COUNTY will provide EOC support staff and all necessary supplies for the Operational Area Organization during actual operations and drills. All parties to this Agreement shall provide their own staff for the decision-making and operational positions of the Operational Area Organization.

*Item 7.*        TERM OF THE AGREEMENT

This Agreement shall be effective from the date executed by all parties until the anniversary of the Agreement of 2020. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

*Item 8.*        WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement, prior to the termination of the term of this Agreement, upon giving thirty (30) days prior written notice to the other parties in accordance with paragraph ten (10).

*Item 10.*       INDEMNIFICATION AND HOLD HARMLESS

Each of the parties agree to indemnify and hold the other parties harmless and waive all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the act or omissions of the indemnifying party's own employees and agents.

**Fiscal Impact:**

There is no additional fiscal impact to the City of Hughson with the renewal of the agreement at this time.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2014-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON  
APPROVING THE RENEWAL AND CONTINUED PARTICIPATION IN THE  
STANISLAUS OPERATIONAL AREA ORGANIZATION FOR EMERGENCY  
SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
AGREEMENT WITH STANISLAUS COUNTY AND ALL OTHER  
PARTICIPATING CITIES WITHIN THE COUNTY**

**WHEREAS**, the purpose of the Stanislaus Operational Area Organization is to utilize the Decision Process, a systematic approach designed to foster the maximum use of resources in planning, preparedness, response, and recovery to emergencies within the Operational Area; and

**WHEREAS**, the potential for a major catastrophe due to earthquake, flood, or other disasters cause all governmental entities within Stanislaus County to be prepared to share resources and information among themselves, as well as with the State of California, in order to protect public welfare; and

**WHEREAS**, each party desires increased interagency cooperation and coordination of resources during a disaster; and

**WHEREAS**, this Operational Area Agreement is being entered into by the undersigned parties pursuant to California Government Code, Article 9, Section 8605; and

**WHEREAS**, great efficiency, planning, and response can be achieved by joining the efforts of the City of Hughson, the other eight cities in the County, special districts, and the County together in pre-disaster agreements; and

**WHEREAS**, the California Emergency Services Act (Government Code Section 8550 et seq.) makes reference to the "operational area" and defines it as an "intermediate level of the state of emergency services organization" created to perform extraordinary functions for both county and city governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson hereby authorizes the City Manager to enter into an agreement with the County of Stanislaus supporting a combined City/County Operational Area Organization.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at a regular meeting held on the 25th day of August, 2014 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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**MATT BEEKMAN, Mayor**

**ATTEST:**

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**DOMINIQUE SPINALE, City Clerk**

## **AGREEMENT FOR THE ESTABLISHMENT AND PARTICIPATION IN THE STANISLAUS OPERATIONAL AREA ORGANIZATION**

This Agreement is made this 25<sup>th</sup> day of August, 2014, by and between the County of Stanislaus, hereinafter referred to as “COUNTY” and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford, hereinafter referred to as “CITIES.”

**WHEREAS**, the potential for a major catastrophe due to earthquake, flood, or other disaster causes all governmental entities within Stanislaus County to be prepared to share resources and information among themselves, as well as with the State of California, in order to protect public welfare; and

**WHEREAS**, each party desires increased interagency cooperation and coordination of resources during a disaster; and

**WHEREAS**, this Operational Area Agreement is being entered into by the undersigned parties pursuant to California Government Code, Article 9, Section 8605; and

**WHEREAS**, great efficiency, planning, and response can be achieved by joining the efforts of the CITIES, special districts, and the COUNTY together in pre-disaster agreements; and

**WHEREAS**, the California Emergency Services Act (Government Code Section 8550 et seq.) makes reference to the “operational area” and defines it as an “intermediate level of the state of emergency services organization” created to perform extraordinary functions for both county and city governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources; and

**WHEREAS**, the Stanislaus County Board of Supervisors and each of the nine cities within the county have adopted the Stanislaus Operation Area Decision Process for Emergency Planning for the purpose of clarifying memberships, purpose, roles and responsibilities of the Operational Area Council; and

**WHEREAS**, this Operational Area Decision Process Emergency Planning is based upon the FIRESCOPE Decision Process and is in compliance with NIMS, SEMSS and ICS;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PARTIES TO THE AGREEMENT:**

### **1. INTENT AND PURPOSE**

- A. The purpose of this Agreement is to renew the partnership between the parties to this Agreement which will utilize the Decision Process, a systematic approach designed to foster the maximum use of resources in

planning, preparedness, response and recovery to emergencies in the Operational Area.

- B. The existing Stanislaus Operational Area Organization (SOAO) will continue to administer the partnership between the parties to this Agreement and to carry out the purposes of the Agreement. For such purposes, the Stanislaus Operational Area Organization shall have the authority to establish policies and procedures for the governing of the organization, and to establish guidelines for the exchange of information and resources during a disaster.
- C. The Stanislaus Operational Area Organization will provide emergency preparedness on a day-to-day basis through training and exercise activities, and will develop policies and procedures for a centralized emergency response center for the purpose of exchanging disaster information and resource requests during a disaster.
- D. The Stanislaus Operational Area Council will be an integral part of the Stanislaus Operational Area Decision Process for Emergency Management and will coordinate, review and recommend for approval all emergency or disaster response policies, procedures, plans and other influencing factors or events that would affect the Stanislaus Operational Area. The Stanislaus Operational Area Council will be required to have a majority of the members present for approval and/or review of any plan, policies or issues and a simple majority vote will carry the recommended action.
- E. The Stanislaus Operational Area Council may appoint Task Forces and/or Specialist Groups for specific detailed work that requires focus of technical experts to develop plans, policies, and procedures for the Stanislaus Operational Area. Once approved by the Stanislaus Operational Area Council, the information will be forwarded to the Disaster Council with a recommendation for adoption.

2. **RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA FOR EMERGENCY SERVICES**

The parties to this Agreement recognize an Operational Area, as that term is defined in the California Emergency Services Act (Government Code Section 8550 et seq.) which designates an intermediate level of organization, cooperation, and planning between public entities within Stanislaus County boundary. The parties agree to participate in the organizational structure, which is a planning partnership for a systematic approach for exchanging disaster intelligence and resource requests, in order to foster an effective flow of disaster information and resource requests in emergencies, and also to provide emergency preparedness on a day-to-day basis through training and exercise activities. Each of the parties to

this Agreement will designate individuals to be trained to staff the Operational Area Organization. Parties to this Agreement will be eligible to participate in the consolidated purchases process outlined in the Operational Area Organization procedures. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to speak on behalf of their part in the Operational Area Organization.

In the event of an energy shortage emergency, the parties will act in accordance with the actions determined by the Operational Area Organization to meet such emergencies.

**3. CONSIDERATION**

The consideration and value under this Agreement are the mutual advantage of protection afforded each of the parties under the Agreement. There shall not be any monetary compensation required or exchanged from any party to another party under this Agreement.

**4. AGREEMENT STEERING COMMITTEE**

The Stanislaus Operational Area Council is hereby established, which consists of one representative of each of the parties to this Agreement. It will be the responsibility of the Council to set the policies and procedures for the governing of the Operational Area Council. The chairperson of the Council shall be the Operational Area Coordinator/Assistant Director of Emergencies Services.

**5. MULTI-AGENCY COORDINATION SYSTEM**

The Operational Area Organization and procedures will be based on the Multi-Agency Coordination System (M.A.C.S.) originally developed by the FIRESCOPE Advisory Committee. The Stanislaus County Coordinator of Emergency Services and his/her designated alternates will act as the Operational Area M.A.C.S. Coordinator.

**6. PROVISIONS OF FACILITIES AND SUPPORT**

The COUNTY shall provide the Operational Area, Emergency Operations Center (E.O.C.) at no cost to the Stanislaus Operational Area Organization or its members. The COUNTY will provide E.O.C. support staff and all necessary supplies for the Operational Area Organization during actual operations and drills. All parties to this Agreement shall provide their own staff for the decision-making and operational positions of the Operational Area Organization.

**7. TERM OF THE AGREEMENT**

This Agreement shall be effective from the date executed by all parties until the

anniversary of the Agreement of 2020. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

**8. WITHDRAWAL OF PARTY**

Any party to this Agreement may withdraw as a party to this Agreement, prior to the termination of the term of this Agreement, upon giving thirty (30) days prior written notice to the other parties in accordance with paragraph ten (10).

**9. NOTICES**

Any and all notices permitted or required to be given hereunder shall be in writing and shall be deemed fully given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by first class mail, postage paid registered, or certified (return receipt requested) mail. Each such notice shall be sent to the individuals at the addresses as the respective parties may designate from time to time.

**10. INDEMNIFICATION AND HOLD HARMLESS**

Each of the parties agree to indemnify and hold the other parties harmless and waive all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the act or omissions of the indemnifying party's own employees and agent.

**11. NO ASSIGNMENT**

No party to this Agreement may assign this Agreement. Any assignment by any party shall be null and void unless such party obtains the prior written consent of all other parties to such assignment.

**12. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue to full force without being paired or invalidated in any way.

**13. SALARIES, EMPLOYMENT AND WORKERS COMPENSATION BENEFITS AND COMPLIANCE WITH LAWS**

The compensation and terms of employment and Workers' Compensation benefits of each employee participating in the Operational Area Organization shall be the responsibility of the party employing the individual and each party to this Agreement shall insure compliance with all safety and hourly requirements for employees in accordance with federal, state and county safety health

regulations and laws.

14. **COUNTER PARTS**

This Agreement may be executed or revoked simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF THE PARTIES HERE HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:**

\_\_\_\_\_  
County of Stanislaus                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Ceres                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Hughson                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Modesto                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Newman                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Oakdale                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Patterson                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Riverbank                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Turlock                                      Date  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City of Waterford                                      Date  
Print Name: \_\_\_\_\_



## CITY OF HUGHSON AGENDA ITEM NO. 6.1

### SECTION 6: NEW BUSINESS

**Meeting Date:** August 25, 2014  
**Subject:** Adoption of Resolution No. 2014-25, A Resolution of the City of Hughson Declaring a Water Shortage Emergency  
**Presented By:** Dan Schroeder  
**Approved By:** \_\_\_\_\_

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#### **Staff Recommendation:**

Adopt Resolution No. 2014-25, declaring a water shortage emergency for the City of Hughson.

#### **Background and Overview:**

The State Water Resources Control Board (“State Board”) recently issued regulations (“Regulations”) regarding urban water use restrictions. While the State Board does not regulate ground water, which is the sole source of water for the City of Hughson, the Emergency Regulations extend to all urban water suppliers regardless of the source of water. The restrictions are as follows:

1. The direct application of water to any hard surface for washing.
2. Watering of outdoor landscapes that cause runoff to adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots or structures.
3. Using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle.
4. Using potable water in a fountain or decorative water feature, unless the water is re-circulated.

In addition, each urban water supplier is required to implement the maximum mandatory restrictions on outdoor irrigation in its water crisis plans.

On July 21, 2014, the Hughson City Council took affirmative steps to strengthen the City’s water conservation measures by formally incorporating (and expanding) those previously established by Council Resolution into the Hughson Municipal Code Title 13 Chapter 13.04.340. At that time, the City Council introduced and waived the first

reading of the ordinance and on July 28, 2014, waived the second reading of the ordinance and adopted the Ordinance.

Specifically, the Ordinance amended Hughson Municipal Code Section 13.08.340 by adding majority of the language concerning water conservation as previously adopted in 2007 by Council Resolution, directly into the Municipal Code. In addition, the Emergency Restrictions have been revised to contain the State Board's Regulations as a separate subsection (F) for ease of amendment in the future should the State Board issue revised or further regulations. The emergency restrictions will further limit the times for irrigation to between 7 p.m. and 8 a.m.

The new Water Conservation Ordinance became effective on August 25, 2014. As such, and as previously indicated, it is appropriate for the City Council to exercise its authority per the new Ordinance, declaring a water shortage emergency for the immediate protection of health and safety, as required by State Law. The water short emergency will remain in place until the City Council lifts the declaration through future action when conditions improve.

In order to ensure that residents are aware of the water shortage emergency and stricter restrictions, City staff will provide notification via the utility billing, press release, website, facebook, etc. Additional educational outreach will be conducted at City Hall and during other opportunities to interact with residents such as the upcoming Hughson Harvest Festival. City staff will also be developing procedures for variances and enforcement in the upcoming weeks and that information will also be made available.

**Fiscal Impact:**

There is no additional fiscal impact associated with the proposed ordinance. As State regulations become more stringent there may be costs that would be incurred by the City of Hughson to implement and enforced and those will be evaluated at that time.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO 2014-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON DECLARING  
A WATER SHORTAGE EMERGENCY**

**WHEREAS**, the City Council of the City of Hughson previously amended Chapter 13.08.34 to Title 13 of the Hughson Municipal Code (“HMC”), pertaining to prohibitions on wasting water; to codify certain mandatory water conservation measures and water restrictions; and

**WHEREAS**, Chapter 13.08.34(F) to Title 13 of the HMC authorizes the City Council to declare by resolution a water shortage emergency which implements additional mandatory measures and restrictions; and

**WHEREAS**, 2013 was the driest year in California recorded history and 2014 is continuing the drought pattern; and

**WHEREAS**, the Governor of the State of California did on January 17, 2014 declare a Drought State of Emergency in response to a record dry winter and snow pack; and

**WHEREAS**, the State did receive additional precipitation in late March and early April, the amount was insufficient to significantly reduce the severity of the drought crisis in the State; and

**WHEREAS**, the Governor of the State of California did on April 25, 2014 issue an executive order including a Proclamation of a Continued State of Emergency due to severe drought conditions and ordered a redoubling of efforts to conserve water and reduce water use within the State; and

**WHEREAS**, the California State Water Resources Control Board did on July 15, 2014 adopt Emergency Regulations (“Emergency Regulations”) pursuant to Section 1098.5 of the Water Code which prohibited certain activities in promotion of water conservation and makes mandatory certain actions by water suppliers; and

**WHEREAS**, the City Council has determined that a water shortage emergency currently exists in the City of Hughson.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson hereby declares a state of water shortage emergency to exist in the City of Hughson due to current drought conditions and Emergency Regulations in accordance with Chapter 13.08.34(F) to Title 13 of the Hughson Municipal Code.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 25<sup>th</sup> day of August 2014 by the following roll call vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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**MATT BEEKMAN, Mayor**

**ATTEST:**

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**DOMINIQUE SPINALE, City Clerk**



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

**Meeting Date:** August 25, 2014  
**Subject:** Designation of a Representative of the Hughson City Council to the Hughson Sports and Fitness Complex Steering Committee  
**Enclosure:** 1. Hughson Sports and Fitness Complex Steering Committee Bylaws  
2. Hughson Sports and Fitness Complex Design  
**Presented By:** Raul L. Mendez, City Manager  
**Approved By:** \_\_\_\_\_

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### **Staff Recommendation:**

Designate a representative of the Hughson City Council to the Hughson Sports and Fitness Complex Steering Committee.

### **Background:**

In recent years, the Hughson Unified School District purchased land to the east of Husky Memorial Stadium with the goal of developing a sports and fitness complex that will be available for both school and community use. In 2013, the Hughson Sports and Fitness Complex was constructed through a collaborative effort between the school district and the City of Hughson to provide additional sports facilities for student athletes as well as community members and recreational groups.

The Hughson Sports and Fitness Complex includes three new soccer fields and one new softball field. The Hughson City Council approved a non-potable water agreement with the Hughson Unified School District in 2012 that provided irrigation water at a reduced rate for existing sports fields at that time and also for those to be developed as part of the new Hughson Sports and Fitness Complex. The City recently substantially completed Phase I of the Non Potable Water System.

Earlier this year, through generous donations from local individuals, the walking path through the facility was installed connecting the entrance into the facility, through the complex, and to the Hughson Arboretum and Gardens. Future development opportunities include four fitness courses (currently in progress and being installed as Eagle Scout Projects), tribute benches, tribute gardens, and a building for concessions, a ticket booth, and storage room. Further landscaping will be included as funds become available and will include trees, shrubbery, and

plants. Plans are underway to also include a donor's wall and a veteran's flag pole area. Development of the parking area at the entrance into the facility is also a future identified need.

To assist with the further planning and development of the Hughson Sports and Fitness Complex, a committee was formed in the last year—originally meeting informally and more recently formalized under the Hughson Unified School District. During this time, Mayor Pro Tem Young and City Manager Mendez have attended meetings to maintain good communication, for coordination purposes, and to avoid duplication of efforts. Enclosed are the bylaws for the Hughson Sports and Fitness Complex Steering Committee. Mayor Pro Tem Young is no longer able to attend Committee meetings held traditionally the third Thursday of the month at 5:00pm at the Hughson Unified School District Offices. Thus, this is an opportune time for the Hughson City Council to formally designate a representative to the Hughson Sports and Fitness Complex Steering Committee.

Per the bylaws, the Composition is as follows for the Hughson Sports and Fitness Complex Steering Committee intended to have 15 members:

- Hughson Unified School District (2): Superintendent or District Office Designee; Board Member Designee.
- Site Principal (1): Hughson High School Principal.
- Site Athletic Director (1): Hughson High School Site Athletic Director.
- Booster Club Representatives (3): Officers or Designees.
- Community Representatives (5): Interested Community Members.
- **Hughson City Council Representative (1): Designated by the City Council.**
- Ex-Officio (1): Past members or other school/community volunteers.

**Fiscal Impact:**

There is no anticipated fiscal impact associated with the designation of a representative of the Hughson City Council to the Hughson Sports and Fitness Complex Steering Committee. City staff will continue to provide support as needed.

**BY-LAWS**  
**Hughson Sports and Fitness Complex Steering Committee**

**Article I. Organization Name:** Hughson Sports and Fitness Complex Steering Committee (HSFCSC).

**Article II. Purpose of Group and Typical Tasks**

The goal of the Hughson Sports and Fitness Complex is to develop and enhance the recreational facilities for the community of Hughson and for the enjoyment of present and future generations of all ages. Typical ways of accomplishing this task are as follows:

- Provide close collaboration and support with school site and district personnel towards completion of, on-going maintenance and continuous improvement of the Hughson Sports and Fitness Complex components
- Provide fiscal and human resources to support the completion of the Hughson Sports and Fitness Complex
- Provide advisory input for planning, development, support and complex completion
- Ensure the maintenance of a non-profit 501(c)3 status through collaboration with the Stanislaus Community Foundation

**Article III. Membership and Formation**

**Section A. Formation and Initial Composition**

This committee was formed by school district, site and community individuals voluntarily coming together to promote and support the completion of the Hughson Sports and Fitness Complex

**Composition:**

HUSD Reps (2):	Superintendent or District Office Designee; Board Member Designee
Site Principal (1):	Hughson High School Principal
Site AD (1):	Hughson High School Site Athletic Director
Booster Club Reps (3):	Officers or Designees
Community Reps (5):	The committee will seek up to five interested Community Members to serve
Hughson City Council Rep (1):	Designated by the City Council
Ex-officio (1):	Past members or other school/community volunteers
Total:	15

**Section B. Selection**

1. Initially by volunteer basis

2. Ongoing: Self-perpetuating
  - a. Members who are participating by virtue of position shall be succeeded by their organization's successors or organization designees
  - b. When community representatives cycle off the committee, it shall be the responsibility of the committee to seek a community representative replacement member. This method shall be at the discretion of the committee in place at that time

### **Section C. Term of Membership**

1. Members Serving by Virtue of their Position: Members serving by virtue of their position shall continue to serve until they are no longer position holders. Those who cycle off but wish to continue some degree of involvement and support may do so as ex-officio members (non-voting, advisory and support only)
2. Community Members: As per Article 3, Section B, #2-b above

### **Section D. Termination of Membership**

1. Voluntary withdrawal
2. Change of position (those who are involved by virtue of position)
3. Non-attendance: if an individual misses more than five meetings in a year their membership shall be terminated. This should be done only with both verbal and written notification upon the 4<sup>th</sup> missed meeting. This notice shall be the responsibility of the Secretary of the Committee as directed by the Chair
4. Exceptions may be made by the committee in the event of personal hardship (e.g. illness, injury, bereavement, etc.)

### **Section E. How to fill a Vacancy (See Article III, Section B above)**

## **Article IV. Officers**

### **Section A. Positions**

1. Chairperson
2. Vice-Chairperson
3. Secretary
4. Treasurer

### **Section B. Term of Officers**

1. Chairperson: the Chairperson shall always be the site-involved Principal
2. Vice-Chairperson: this shall be a non-school representative and shall serve a two-year term. This person may be re-selected by a majority vote of the committee

3. Secretary: the Secretary shall be a non-school representative and shall serve a two-year term. This term may be extended by a majority vote of the committee
4. Treasurer: the Treasurer shall serve a two-year term. A new Treasurer shall be selected after two years. This term may be extended by a majority vote of the committee

### **Section C. Method of Selection**

With the exception of the Chairperson who will always be the site principal, all other officers will be selected by the committee-at-large and elected by a majority vote

### **Section D. Duties and Responsibilities**

1. Chairperson. With collaboration of committee members the Chairperson shall ensure all of the following are executed:
  - a. Ensure the preparation, development and distribution of agendas.
  - b. Preside over all meetings. If unable to preside, the Chairperson will notify the Vice-Chairperson who will do so
  - c. Appoint committees and their chair
  - d. Vote in case of a tie vote
  - e. Ensure the proper implementation of By-Laws
  - f. Ensure that all officers and committee members perform their duties and responsibilities
  - g. Perform any other duties that may benefit the purpose of the organization
2. Vice-Chairperson. This person shall perform any and all the duties of the Chairperson in the absence of the Chairperson
3. Secretary. The Secretary shall work in close collaboration with the Chairperson and shall be responsible to ensure all of the following:
  - a. In collaboration with Chairperson, develop and distribute agendas, minutes and other written reports as needed
  - b. Take notes and minutes at meetings, record decisions and votes
  - c. Keep a record of all meeting minutes and key pieces of information such as written reports, meeting attendance or other relevant data
  - d. Provide appropriate "thank-you/acknowledgement" notes to various individuals
  - e. Other related duties that may benefit the purpose of the group
4. Treasurer. In collaboration with the Chairperson the Treasurer shall ensure all of the following:
  - a. Establish necessary banking accounts as decided by the committee
  - b. Ensure accurate accounting of all receivables and payables
  - c. Pay all bills on time
  - d. Provide a monthly Treasurer's report to the committee in a format jointly developed in counsel with the Chairperson and approved by the committee
  - e. Ensure maintenance of 501(c) 3 status through collaboration with the Stanislaus Community Foundation's General and Endowment

Funds and its oversight. The Endowment Fund will be restricted funds.

- f. Other related duties that will advance the purpose of the organization

## **Article V. Meeting Times, Frequency, Location and Conduct**

**Section A. Regular Meetings.** Meetings shall be at least once a month through the 2013-14 school year. After that, the committee shall meet quarterly or more often as needed

**Section B. Special Meetings.** Special Meetings shall be held at the discretion of the group. These generally shall be for the purpose of planning, or conducting of special events. These meetings can also be posed via electronic or phone vote.

**Section C. Agenda Content and Format.** These shall be the responsibility of the Chairperson with committee input and collaboration

### **Section D. Decision-Making Process.**

This shall be by simple majority.

**Section E. Open Meetings.** All meetings are open to the public

## **Article VI. Fiscal Procedures**

**Section A. Expenditures.** Expenditures shall be made for committee-approved activities, events or purchases. Approval may include “dollar caps”

**Section B. Reporting.** Shall be done monthly by the Treasurer

**Section C. Other.** Additional parameters may be developed by the committee as needed

**Section D. 501(c)3 Status.** It shall be the responsibility of the Treasurer to ensure maintenance of the group’s 501(c)3 status through collaboration with the Stanislaus Community Foundation

## **Article VII. By-Laws Revision**

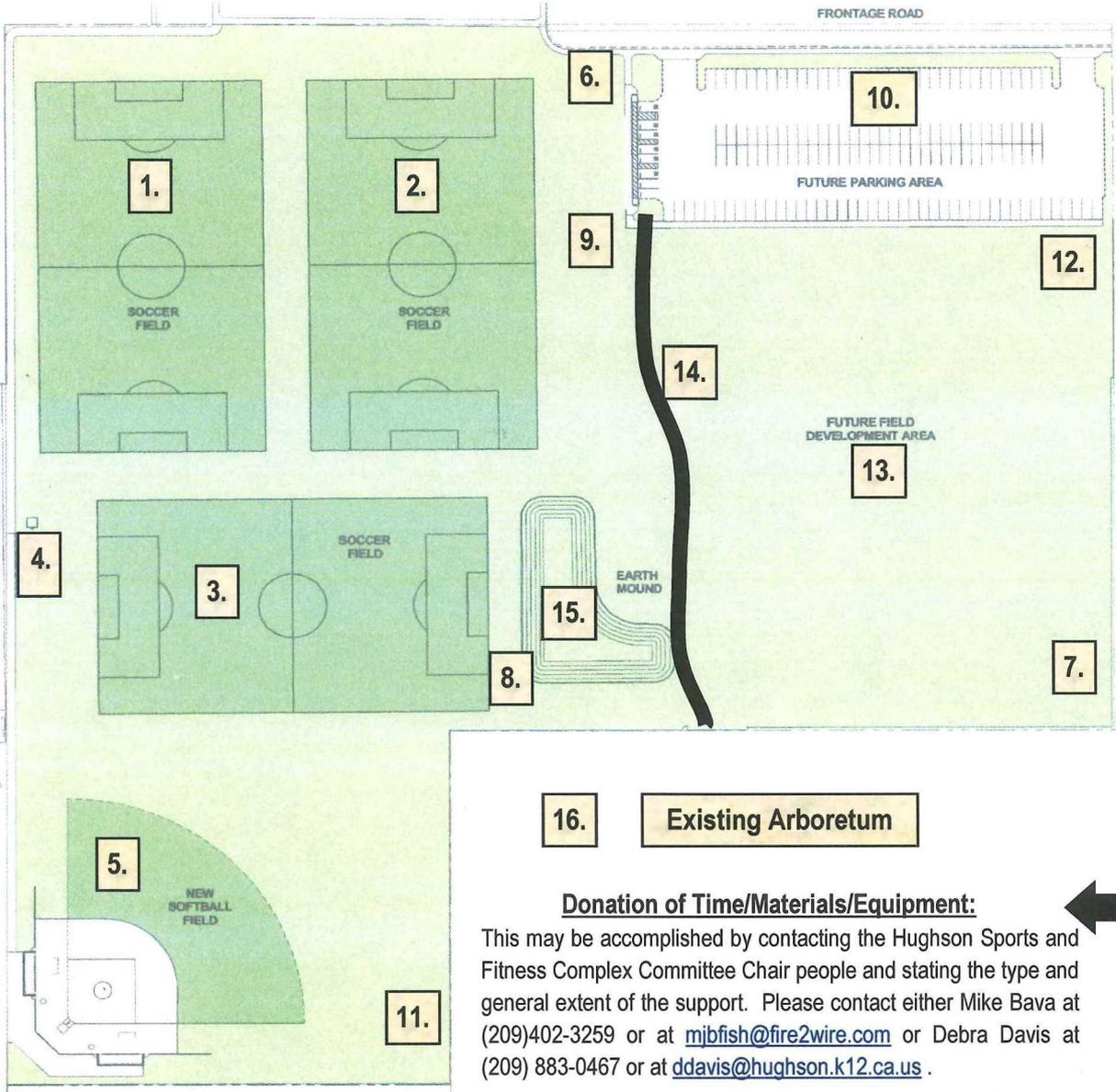
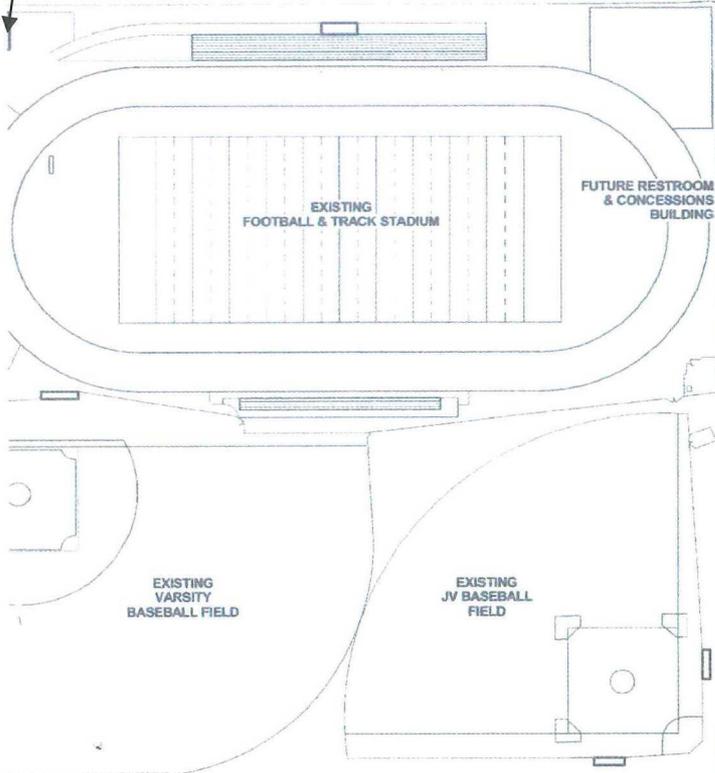
**Section A. By-Laws Review Ad Hoc Committee.** A By-Laws Review Ad-Hoc Committee shall be appointed and chaired by the Chairperson for annual review and adjustment. This shall be done annually in the spring but no later than May 30<sup>th</sup>. This committee must include the Chair, a district-representative, a community representative, a Boosters Club representative and at least one other current officer

**Section B. Other.** Any revisions shall be approved by a majority of committee members (see Article V, Section D)

# Hughson Sports and Fitness Complex

## Wall of Fame

Alumni who have earned recognition as All league, All Nor Cal, All State, or National honors may purchase name placards to be posted on wall. Costs for individual placards are yet to be determined.



## Existing Arboretum

### Donation of Time/Materials/Equipment:

This may be accomplished by contacting the Hughson Sports and Fitness Complex Committee Chair people and stating the type and general extent of the support. Please contact either Mike Bava at (209)402-3259 or at [mjbfish@fire2wire.com](mailto:mjbfish@fire2wire.com) or Debra Davis at (209) 883-0467 or at [ddavis@hughson.k12.ca.us](mailto:ddavis@hughson.k12.ca.us).

## LEGEND

#1—Soccer Field 1	#5—Softball Field	#9—Veteran's Flag Pole and Donor's Wall	#13—Flexible Use Space
#2—Soccer Field 2	#6—Fitness Course 1	#10—Parking Lot	#14—Tribute Sidewalk
#3—Soccer Field 3	#7—Fitness Course 2	#11—Fitness Course 4	#15—Mound for Viewing
#4—Restrooms, Snack Bar, Stadium Tickets	#8—Fitness Course 3	#12—Outdoor Equipment Storage	#16— Existing Arboretum