



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

AGENDA
MONDAY, NOVEMBER 10, 2014 – 7:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

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

FLAG SALUTE: Mayor Matt Beekman

INVOCATION:

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

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

2. PRESENTATIONS: 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 October 27, 2014.
- 3.2: Approve the Warrants Register.
- 3.3: Consider the Appointment of Hans Picinich to the Parks and Recreation Commission.
- 3.4: Authorize the City Manager to Execute the Purchase Price Agreement on Behalf of the City of Hughson for the Purchase of 19.65 Acres of Real Property Owned by the Hughson Unified School District near the Corner of Whitmore Avenue and Seventh Street.

4. UNFINISHED BUSINESS:

- 4.1: Discuss and Approve the Revised City of Hughson Goals and Objectives.
- 4.2: Discuss and Consider Direction to City Staff Regarding the Current Agricultural Lease Between the City of Hughson and Michael Noeller for Approximately Twelve (12) Acres of City-owned Property Adjacent to the Waste Water Treatment Facility along Leedom Road.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

- 5.1: Introduce and Waive the First Reading of Ordinance No. 2014-05, Amending the Hughson Municipal Code (HMC), Section 17, Zoning Ordinance, to Remove Current Prohibition Regarding Restaurant Related Drive-Throughs.
- 5.2: Consider Resolution No. 2014-34, approving the Determination that Right-of-Way on Fourth Street Between Hughson Avenue and Charo Street is Unnecessary for Present and Prospective Public Use; and Vacate Said Right-of-Ray (ROW) through Resolution, Contingent on Commencement of Building Construction on the Proposed Site as Approved by the City.

6. NEW BUSINESS:

- 6.1: Approve Selection of Willdan Engineering for City Engineering Services Resulting from the City's Request for Proposal (RFP) Process and Direct Staff to Enter into Contract Negotiations with Selected Firm.

7. CORRESPONDENCE:

- 7.1: Update of the Hatch and Santa Fe Signal Project.
- 7.2: Planning Commission Meeting Special Agenda from November 6, 2014.

7.3: Parks and Recreation Meeting Agenda for November 12, 2014.

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:

November 11	▪ Veteran’s Day- City Hall Closed in Observance
November 12	▪ Parks & Recreation Commission Meeting, City Council Chambers, 6:00 P.M.
November 15	▪ United Samaritans Annual Legacy of Hope Event, St. Anthony’s Church
November 18	▪ Planning Commission Meeting, City Council Chambers, 6:00 P.M.
November 22	▪ Community Thanksgiving Dinner, Senior Community Center, 2-6:00 P.M.
November 22-23	▪ 20 th Century Club Arts & Crafts Fair, 9:00am-4:00pm, Hughson High School
November 27-28	▪ Thanksgiving Holiday – City Hall will be Closed
November 29	▪ Downtown Christmas Festival, www.hughsonchamber.org

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this Agenda will be made available at the City Clerk’s counter at City Hall located at 7018 Pine Street, Hughson, CA. 3

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.**

AFFIDAVIT OF POSTING

DATE: November 7, 2014 **TIME:** 5:00pm
NAME: Dominique Spinale **TITLE:** City Clerk

**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.

Notice Regarding Non-English Speakers:

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

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

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

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

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this Agenda will be made available at the City Clerk's counter at City Hall located at 7018 Pine Street, Hughson, CA.



CITY OF HUGHSON AGENDA ITEM NO. 3.1

SECTION 3: CONSENT CALENDAR

Meeting Date: November 10, 2014
Subject: Approval of the City Council Minutes
Presented By: Dominique Spinale, Assistant to the CM/City Clerk

Approved By: _____

Staff Recommendation:

Approve the Regular Meeting Minutes of October 27, 2014 session.

Background and Overview:

The draft minutes of the October 27, 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, OCTOBER 27, 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

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Mayor Matt Beekman

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

Heather Bailey, Hughson Library Branch Manager updated the Council on the upcoming Library Events for November and provided information on some new smart phone applications.

Daniel Bell and Kenneth Gragg, residents of Hughson, thanked Hughson Police Services for their assistance in addressing the speed concerns on Tully Road.

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 October 13, 2014.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the Treasurer's Report for September 2014.
- 3.4: Authorize the Closure of City Hall from December 24, 2014 through January 1, 2015.
- 3.5: Authorize the City Manager to Execute an Amendment to the Memorandum of Understanding with the Stanislaus Economic Development and Workforce Alliance.
- 3.6: Accept the Progress Report on the 2014 League of California Cities Annual Conference and Exposition.
- 3.7: Consider the Appointment of Tamara Thomas to the Parks and Recreation Commission.
- 3.8: Adopt Resolution No. 2014-33, authorizing the City Manager to execute and submit the City of Hughson Local Transportation Fund (LTF) Claim for Fiscal Year 2014/2015, in the amount of \$123,810 to the Stanislaus Council of Governments (StanCOG) as attached, and on behalf of the City of Hughson.

HILL/CARR 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:

- 6.1:** Discuss and Consider Direction to City Staff Regarding the Current Agricultural Lease Between the City of Hughson and Michael Noeller for Approximately Twelve (12) acres of City-owned Property Adjacent to the Waste Water Treatment Facility Along Leedom Road.

City Manager Mendez presented a PowerPoint on the 12 acres the City currently leases to Michael Noeller for the production of almonds. This lease is set to expire December 31, 2014 and Council previously asked staff to research the lease and update them on the almond trees progress and the revenues generated.

Council asked that additional research be completed. Staff will follow up with Mr. Noeller and bring the lease back to Council for further direction on November 10.

No action was taken on this item.

7. CORRESPONDENCE:

- 7.1:** Update of the Hatch and Santa Fe Signal Project.
- 7.2:** Planning Commission Agenda from October 21, 2014.
- 7.3:** Economic Development Committee Agenda from October 27, 2014.

8. COMMENTS:

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

City Manager: City Manager Mendez updated the Council on Italian Nite October 18, the Harvest of Promise Event October 25, and the Trunk, Tent, and Treat Event on October 31.

City Clerk:

Community Development Director: Director French updated the Council on the Hatch and Santa Fe Signal Project.

Director of Finance:

Police Services: Chief Gharat thanked residents Daniel Bell and Kenneth Gragg for appreciating the assistance from police services.

City Attorney:

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

Councilmember Carr updated the Council on his attendance at the Economic Development Committee meeting, which took place before the Council meeting.

Mayor Pro Tem Young also updated the Council on his attendance at the Economic Development Committee meeting, which took place before the Council meeting.

Councilmember Hill updated the Council on his attendance at Italian Nite on October 18 and the Harvest of Promise Event on October 25.

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

Mayor Beekman updated the Council on his attendance at Italian Nite on October 18, the Harvest of Promise Event on October 25, the CALAFCO meeting, and the Economic Development Committee Meeting.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

10. REPORT FROM CLOSED SESSION: NONE.

ADJOURNMENT:

SILVA/BEEKMAN motioned passes to adjourn the meeting at 7:51 P.M.

MATT BEEKMAN, Mayor

DOMINIQUE SPINALE, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: November 10, 2014
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Lisa Whiteside, Finance Manager

Approved By: _____

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 October 23 through November 5, 2014.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

REPORT.: Nov 05 14 Wednesday
 RUN.....: Nov 05 14 Time: 09:18
 Run By.: KATHY DAHLIN

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 10-14 Bank Account.: 0100

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

dw

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	-----Payment Information-----	
					Invoice #	Description
45747	10/23/2014	SCH06	SCHNEIDER SIGNS	\$ 322.87	B41023	LAWN SIGNS - TRUNK OR TENT & TREAT
45748	10/28/2014	AVA00	AVAYA, INC	\$ 72.74	B41027	PHONE/POLICE DEPT
45749	10/28/2014	BRE01	W.H. BRESHEARS	\$ 1,243.07	255896	UNLEADED
45750	10/28/2014	CHA01	CHARTER COMMUNICATION	\$ 341.07	B41028	IP ADDRESS AND UPGRADE
45751	10/28/2014	COR02	CORTES, SANDY	\$ 74.30	B41027	REIMB FOR EXPENSES FOR TRUNK & TREAT
45752	10/28/2014	DAH00	KATHY DAHLIN	\$ 37.02	B41027	REIMB FOR EXPENSES FOR SUPPLIES
45753	10/28/2014	EXP00	EXPRESS PERSONNEL SERVICE	\$ 1,013.20	148391626	EXTRA HELP 10/12/14
45754	10/28/2014	FRO00	FRONTIER PERFORMANCE LUBR	\$ 1,930.79	65733	OIL FOR GEAR BOXES
45755	10/28/2014	GEO01	GEOANALYTICAL LABORATORIE	\$ 30.00	A410902	DW TESTING
				\$ 440.78	A410921	DW TESTING
				\$ 402.50	A410922	DW TESTING
				\$ 30.00	A411602	DW WEEKLY
				\$ 100.00	A413015	DW TESTING
				\$ 30.00	A4D1501	DW TESTING
				\$ 442.50	A4E1316	DW MONTHLY WELLS
				\$ 200.00	A4E1505	WELL #6 CYCLE TEST
				\$ 30.00	A4E2004	DW WEEKLY
				\$ 30.00	A4E2704	DW TESTING
				\$ 30.00	A4F0302	DW TESTING
				\$ 1,265.78	A4F1014	DW MONTHLY, ANNUAL TESTING
				\$ 30.00	A4G1503	DW WEEKLY
				\$ 402.50	A4H1220	DW MONTHLY WELLS
				\$ 550.00	A4J0704	SPECIAL TESTING
				\$ 30.00	A4J1401	DW WEEKLY
				\$ 2,562.50	A4G08014	DW WEEKLY, MONTHLY, QUARTERLY
			Check Total:	\$ 6,606.56		
45756	10/28/2014	HUG28	HUGHSON TIRE	\$ 450.00	533607	NEW TIRES - PW-12
45757	10/28/2014	NEU01	NEUMILLER & BEARDSLEE	\$ 1,200.00	265165	LEGAL SVCS 9/14
				\$ 360.00	265166	LEGAL SVCS 9/14
				\$ 7,582.80	265167	LEGAL SVCS 9/14
			Check Total:	\$ 9,142.80		
45758	10/28/2014	OFF06	OFFICE TEAM	\$ 471.24	41530529	EXTRA HELP 10/17
45759	10/28/2014	POS01	POSTAGE BY PHONE	\$ 738.58	B41028	POSTAGE MACHINE POSTAGE
45760	10/28/2014	RAY05	RAYA, NEIL	\$ 113.68	B41027	REIMB WATER PROGRAM - COURSE PKG
45761	10/28/2014	STA47	STANISLAUS COUNTY SHERIFF	\$ 17,060.52	1415-043	SLESF - DEPUTY 7/26-9/5/14
				\$ 2,570.59	1415-044	SLESF - EXTRA PATROL 7/26-8/31/14
				\$ 61,236.81	1415-055	LAW ENFORCEMENT & VEHICLE REPL FUND 9/2014
				\$ 10,928.88	1415-061	SLESF - DEPUTY 9/6-10/3/14
			Check Total:	\$ 91,796.80		

45762	10/28/2014	THA04	THALES CONSULTING, INC	\$	2,000.00	935	STATE CONTROLLER'S REPORT
45763	10/28/2014	TID01	TURLOCK IRRIGATION DIST.	\$	31,162.28	B41028	ELECTRIC
45764	10/28/2014	VEL01	VELAZQUEZ, JAIME	\$	30.00	B41027	REIMB FOR GAS FOR NEW TRUCK
45765	10/28/2014	VSP01	VISION SERVICE PLAN	\$	423.06	B41028	VISION INSURANCE WITHHELD
45766	10/28/2014	WON00	WONDRIES FLEET GROUP	\$	20,236.87	33532308	2014 FORD F-150 REPLAC TRUCK FOR WATER DEPT
				\$	20,236.87	33532309	2014 FORD F-150 REPL TRUCK FOR STREETS/SEWER DEPT
			Check Total:	\$	40,473.74		
45767	10/29/2014	ROM00	ROMERO, NANCY	\$	340.00	B41028	REFUND RENT - HALL 10/24/14
45768	10/29/2014	STA27	STANISLAUS COUNCIL	\$	266.00	B41028	2014/15 DUES
45769	10/29/2014	STA29	STANISLAUS COUNTY	\$	211.00	730472	TEMPORARY FOOD BOOTHS/ CONCERTS IN THE PARK
45770	10/29/2014	TID01	TURLOCK IRRIGATION DIST.	\$	80.69	C41028	ELECTRIC SVCS FOR HARVEST FESTIVAL
45771	10/30/2014	COS01	COSTCO WHOLESALE	\$	152.76	B41030H	OFFICE & KITCHEN SUPPLIES
45772	10/30/2014	EMP01	STATE OF CALIFORNIA	\$	1,295.18	B41030	PAYROLL TAXES
45773	10/30/2014	HAR02	THE HARTFORD	\$	454.66	B41030	DEFERRED COMPENSATION
45774	10/30/2014	PER01	P.E.R.S.	\$	8,409.53	B41030	RETIREMENT
45775	10/30/2014	STA23	CaIPERS SUPPLEMENTAL INCO	\$	370.00	B41030	DEFERRED COMPENSATION
45776	10/30/2014	UNI07	UNITED WAY OF STANISLAUS	\$	2.00	B41030	UNITED WAY
			Cash Account Total:	\$	200,025.62		
			Total Disbursements:	\$	200,025.62		

REPORT.: Nov 05 14 Wednesday
 RUN....: Nov 05 14 Time: 16:11
 Run By.: KATHY DAHLIN

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 11-14 Bank Account.: 0100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	-----Payment Information-----	
					Invoice #	Description
45777	11/5/2014	ATT02	AT&T MOBILITY	\$ 125.77	B41104	PHONE-WIRELESS
45778	11/5/2014	ATT03	AT&T	\$ 16.56	B41104	PHONE
45779	11/5/2014	BAY02	BAY ALARM CO	\$ 130.78	4214015M	MONITORING OF ALARMS WWTP
				\$ 156.30	42141015M	MONITORING OF ALARMS WWTP
			Check Total:	\$ 287.08		
45780	11/5/2014	CEN14	CENTRAL JANITOR'S SUPPLY	\$ 217.60	546479	SANITARY SUPPLIES FOR 3RD ST
45781	11/5/2014	CHO00	CHOICE LIGHTING SUPPLY	\$ 242.32	251325	WATER DEPARTMENT SUPPLIES
45782	11/5/2014	DAV02	DAVIDSON'S TRAINING	\$ 750.00	B41104	WATER TREATMENT SCHOOL (HOMER,TONY,ERIK)
45783	11/5/2014	DON01	DON'S MOBILE GLASS	\$ 40.00	195119	WINDSHIELD REPAIR
45784	11/5/2014	DON08	DONLEE PUMP CO,	\$ 319.72	71041	FUEL TANK INSPECTION CORP YARD
45785	11/5/2014	GIB00	GIBBS MAINTENANCE CO	\$ 1,205.00	16993	JANITOR & MOPPING SERVICES 10/2014
45786	11/5/2014	GRO01	FERGUSON ENTERISES, INC 1	\$ 1,805.53	1038392	MATERIAL FOR END COURT BLOW OFF'S
				\$ 225.71	1038920	WATER BOX COVER
			Check Total:	\$ 2,031.24		
45787	11/5/2014	HUG11	HUGHSON FARM SUPPLY	\$ 24.88	H114890	NOZZLE & MISC
				\$ 290.54	H114892	CHAINSAW BAR
				\$ 12.85	H116079	KEY
				\$ (1.94)	H116365C	RETURN CLAMP
			Check Total:	\$ 326.33		
45788	11/5/2014	HUG34	VALLEY PARTS WAREHOUSE, I	\$ 12.19	131532	LEVER
				\$ 12.90	131742	BLACK LINERS
				\$ 12.90	131880	CONDUIT KIT
				\$ 14.12	132346	HARDWARE
				\$ 76.50	132966	BLUE PAINT
			Check Total:	\$ 128.61		
45789	11/5/2014	PGE01	PG & E	\$ 156.87	B41104	UTILITIES
45790	11/5/2014	SAF01	SAFETLITE	\$ 13.27	309601	EYEWASH SIGN
45791	11/5/2014	TUR12	TURLOCK, CITY OF	\$ 236.00	2015-8	CNG FUEL
45792	11/5/2014	UNI11	UNIVAR USA, INC	\$ 613.73	SJ649937	CHLORINE
45793	11/5/2014	USA01	USA BLUE BOOK	\$ 2,411.28	478663	SMALL PUMPS FOR CHLORINE
45794	11/5/2014	USA03	USA WASTE OF CALIFORNIA,	\$ 106,545.23	B41104	JULY/AUG/SEPT 2014 LESS FRANCHISE FEE
45795	11/5/2014	\C005	CAHOONE, LISA & CHARLES	\$ 60.76	000B41101	MQ CUSTOMER REFUND FOR CAH0002
45796	11/5/2014	\D008	DOWDY, KETH	\$ 139.42	000B41101	MQ CUSTOMER REFUND FOR DOW0010

45797	11/5/2014 \G010	GAYTAN, HECTOR & MELISSA	\$	42.28	000B41101	MQ CUSTOMER REFUND FOR GAY0006
45798	11/5/2014 \N001	NAGLE, DAVID & JOYCE	\$	32.55	000B41101	MQ CUSTOMER REFUND FOR NAG0001
45799	11/5/2014 \P001	PHAM, TRI	\$	45.62	000B41101	MQ CUSTOMER REFUND FOR PHA0002
45800	11/5/2014 \R001	ROSE, ELAINE	\$	29.28	000B41101	MQ CUSTOMER REFUND FOR ROS0014
45801	11/5/2014 \S003	SWEET PROPERTIES,	\$	177.90	000B41101	MQ CUSTOMER REFUND FOR SWE0008

Cash Account Total: \$ 116,194.42

Total Disbursements: \$ 116,194.42
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CITY OF HUGHSON AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: November 10, 2014
Subject: Consider the Appointment of Hans Picinich to the Parks and Recreation Commission
Presented By: Dominique Spinale, Assistant to the City Manager

Approval: _____

Staff Recommendation:

Consider the Appointment of Hans Picinich to the Parks and Recreation Commission.

Background and Overview:

At the October 27, 2014 meeting, the City Council approved the appointment of Tamara Thomas to the Parks and Recreation Commission. Commissioner Thomas was seated in former Commissioner Brownell's seat, her term set to expire on December 31, 2015.

Pursuant to Hughson Municipal Code 2.14.040, the Mayor and Council have the right to nominate qualified citizens to the Commission. If appointed, Mr. Picinich will fill the fifth and final vacant seat on the Parks and Recreation Commission. His term will expire on December 31, 2016.

The next Parks and Recreation Commission meeting is Wednesday, November 12, moved from Tuesday due to the observance of Veterans Day. The Commission meets every second Tuesday of the month, unless otherwise advertised by the City Clerk.

Fiscal Impact:

Per the Hughson Municipal Code, Parks and Recreation Commissioners are not compensated.

RECEIVED
NOV - 3 2014
City Clerk's Office
City of Hughson



**APPLICATION FOR
PARKS AND RECREATION COMMISSION**

► DELIVER TO: CITY CLERK'S OFFICE, CITY HALL, 7018 PINE STREET, HUGHSON
► OR MAIL: CITY CLERK, P.O. BOX 9, HUGHSON, CA. 95326

SEATS WILL REMAIN OPEN UNTIL FILLED

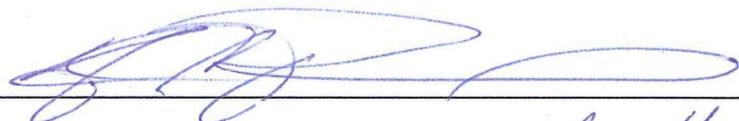
NAME: Hans C. Picinich
HOME ADDRESS: _____ Ave _____ ZIP CODE: 95326
E-MAIL: _____ PHONE NUMBER: (209) _____
LIVE WITHIN CITY LIMITS? YES NO _____ REGISTERED VOTER? YES NO _____
ARE YOU RELATED TO CURRENT CITY EMPLOYEE? No IF YES, PERSON'S NAME AND
RELATIONSHIP: N/A
LENGTH OF TIME AT: RESIDENCE 3yrs IN HUGHSON 3yrs IN COUNTY 6yrs
CURRENT OCCUPATION: DEPUTY SHERIFF
BUSINESS ADDRESS _____ PHONE: (_____) _____
EDUCATION (Highest level of education, degree(s), etc.): _____
BA DEGREE
EMPLOYMENT HIGHLIGHTS: _____
DEPUTY SHERIFF 12 years
ACTIVE DUTY Military 20 years
PRIOR PUBLIC SERVICE (If any): _____
LAW ENFORCEMENT + Military 32 years COMBINED
PRESENT AND PAST COMMUNITY ACTIVITIES (DO NOT LIST PARTISAN POLITICAL
ACTIVITIES): YOUTH Soccer Coach, Youth Baseball Coach
Church Family Camping Trip Coordinator
WHAT ARE THE MOST IMPORTANT ISSUES FACING HUGHSON (Relative to the position being
sought): Park Usage / Availability
Adult League Programs AFTER SCHOOL Programs
BASKETBALL COURT AVAILABILITY
SIGNATURE: _____ DATE: 10-31-14

CANDIDATE'S STATEMENT

As a candidate for the PARKS AND RECREATION COMMISSION of the City of Hughson, I submit the following statement:

My name is HANS C. PICINICH

My education and qualifications are: I hold an AA Degree from DELTA College AND A BA Degree from WSTN ILL. UNIV. I HAVE BEEN INVOLVED IN PUBLIC SERVICE ALL OF MY ADULT LIFE HAVING SERVED 20 YEARS ACTIVE DUTY MILITARY AND 12 YEARS WITH THE SHERIFF'S DEPT. I AM COGNIZANT OF THE NEED TO INVOLVE OUR YOUTH IN RECREATIONAL ACTIVITIES ALONG WITH THE NEED FOR ALL CITIZENS TO GIVE SOMETHING BACK TO THE COMMUNITY. I HAVE COACHED YOUTH SOCCER AND BASEBALL AND HAVE PARTICIPATED IN ADULT RECREATIONAL LEAGUES. I AM CURRENTLY A PART-TIME CRIMINAL JUSTICE INSTRUCTOR AT KAPLAN COLLEGE AND THE FACULTY ADVISOR TO THE COLLEGE HONOR GUARD. I WAS SELECTED AS INSTRUCTOR OF THE QUARTER FOR THE 4TH QTR OF 2013 AND RUNNER UP AS TEACHER OF THE YEAR FOR 2013. I WOULD BE HONORED TO SERVE MY COMMUNITY ON THE PARKS AND RECREATION COMMISSION. THANK YOU FOR YOUR CONSIDERATION.

SIGNATURE:  DATE: 10-31-14

REGISTERED VOTING ADDRESS: Ave Hughson, CA, 95326

Hans C. Picinich

Hughson, Ca. 95326

EMPLOYMENT HISTORY:

FROM: 11/18/2002 TO: 07/10/2014 (Present)

Merced County Sheriff's Department 700 W. 22nd St. Merced, CA. 95340 PH:(209)725-4178

TITLE: Deputy Sheriff

Responsibilities: Officer-In-Charge (OIC) of the Merced County Superior Court. Lead Bailiff & Court OIC/FTO along with K9 Deputy. I was responsible for the immediate supervision and scheduling of 41 court security personnel (14 full-time and 27 part-time of which 32 were sworn peace officers). Additionally I was responsible for physical security of the county superior court complex which consisted of 9 buildings with 3 different locations, I assisted with private contractor bidding and procurement, along with courtroom operations of specific courtrooms, assisting with courtroom proceedings, movement of the public and in-custody personnel during proceedings, processing of minute orders and ensuring the highest standards of courtroom decorum and safety. During constant contact with the public I provided protection of life and property, initiated and conducted preliminary and follow-up investigations, courtroom testimony, conducted searches and arrests of persons for violations of the law. I issued citations for misdemeanor violations and infractions. I possess a working knowledge of the Rules of the Court (AOC), California Penal, Traffic, and Health & Safety Codes. I conducted K9 searches, presentations, and demonstrations at local schools and community events. I am proficient in multiple computer applications and office systems along with use of tactical law enforcement equipment. Other assignments during my tenure at the Sheriff's Department have included K-9, Lake Deputy, Patrol and Special Security events.

FROM: 02/01/2010 TO: PRESENT

KAPLAN College 5172 Kiernan Court, Salida, CA. PH:(209)543-7000

TITLE: Adjunct Instructor (Criminal Justice – Part time)

Responsibilities: Part time college level instructor responsible for teaching Administration of Justice/Criminal Justice elective courses to students seeking an Associate Degree. I taught the following 4 quarter unit credit courses: Private Security, Police Operations, Juvenile Delinquency, Introduction to Corrections, Critical Issues in Corrections, and Criminology. I was responsible for implementation of school standards, testing, grading, and adherence to course curriculum. I am the Faculty Advisor to the College Honor Guard. I was selected as Teacher of the Quarter for the 4th quarter of 2013.

MILITARY SERVICE:

US Army Master Sergeant (Ret E-8) 05/84-11/02

US Navy Radioman (3rd Class E-4) 04/76-07/80

EDUCATION:

BA Degree (General Education) Western Illinois University

AA Degree (Communication/Criminal Justice) San Joaquin Delta College

LICENCES / CERTIFICATES:

Advanced POST Certificate

California Driver's License w/Motorcycle Endorsement



CITY OF HUGHSON AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: November 10, 2014
Subject: Authorization for the City Manager to Execute the Purchase Price Agreement on Behalf of the City of Hughson for the Purchase of 19.65 acres of Real Property Owned by the Hughson Unified School District Near the Corner of Whitmore Avenue and Seventh Street.
Presented By: Raul L. Mendez, City Manager
Approved By: _____

Staff Recommendation:

Authorize the City Manager to execute the Purchase Price Agreement on behalf of the City of Hughson, inclusive of any final edits by the City Attorney, for the purchase of 19.65 acres of real property owned by the Hughson Unified School District near the corner of Whitmore Avenue and Seventh Street.

Background and Overview:

On January 27, 2014, the Hughson City Council approved submitting a grant application to the Federal Land and Water Conservation Fund (LWCF) for a park acquisition project. The subject property consisted of 19.65 acres of real property owned by the Hughson Unified School District and located near the corner of Whitmore Avenue and Seventh Street.

The Land and Water Conservation Fund program required that an appraisal and independent review be conducted. The City and School District cooperatively shared in the cost of the appraisal performed by Way and Associates. The final appraisal estimated the proposed property value at \$685,000.

The grant provides 50% of the cost for property acquisition based on the appraised value and will not require the City to deplete a majority of its Parks Project In-Lieu and Park Development Impact Fee funds and instead make them available for use during future development of the proposed park site.

On April 18, 2014, the California Department of Parks and Recreation sent a letter to the City of Hughson indicating that the Seventh Street Park Acquisition Project was being recommended for funding to the National Park Service (NPS) at the requested amount of \$342,500. In order to secure the funding, the City and the School District entered into a Memorandum of Understanding on May 15, 2014

indicating their intent to negotiate the purchase price and allow the public surplus property disposition process to be completed.

In September 2014, the Hughson Unified School District notified the City of Hughson that it had concluded its public surplus property disposition process for the subject property as required by the State of California Education Code. The School District indicated that it had received interest to purchase the surplus property from one party--the City of Hughson.

On October 13, 2014, the Hughson City Council directed City staff to proceed with the purchase of the subject property from the Hughson Unified School District and the park acquisition project consistent with the Land and Water Conservation Fund grant application. The City Attorney was directed to work the School District legal counsel to finalize the language in the purchase price agreement and the City Manager was authorized to execute the document. City and School District staff worked cooperatively to complete this necessary task and the item has been brought back to the City Council in near final form to allow for the review of the terms and conditions.

City staff has already reached out to the California Department of Parks and Recreation to make them aware of the pending execution of the document and subsequent steps for the sale and purchase of the subject property. The State is in the process of finalizing the Land and Water Conservation Fund contract that the City of Hughson will need to execute to access the awarded funding. It is anticipated that the State contract will be complete in the upcoming weeks and once available will come back to the Hughson City Council for formal approval.

Fiscal Impact:

As indicated in the Fiscal Year 2014-2015 Final Adopt Budget, the City anticipates having approximately \$918,000 available in two capital project (Park Development and Park In Lieu) funds at year-end. The City's portion of the acquisition cost is \$342,500, leaving approximately \$575,500 remaining.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND INITIAL ESCROW INSTRUCTIONS

INTRODUCTION

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND INITIAL ESCROW INSTRUCTIONS (the “**Agreement**”) dated for reference purposes [REDACTED], 2014, is by and between the **City of Hughson**, a California municipal corporation (the “**Purchaser**”) and **Hughson Unified School District**, a public school district organized and existing pursuant to the laws of the state of California (hereinafter the “**Seller**”). For the purpose of this Agreement, the term “**Effective Date**” shall mean the date on which the last of the parties (“**Purchaser and Seller**”) shall execute this Agreement. For the convenience of the parties, an “**Index of Defined Terms**” is attached at the end of this Agreement.

RECITALS

A. Seller is the owner of that certain real property commonly known as APN’s 018-052-07, -027, and -037 in Hughson, County of Stanislaus, State of California, as more particularly described in *Exhibit “A”* attached hereto and incorporated herein (hereinafter, with the inclusions specified, called the “**Property**”). As used herein, the Property includes the fee simple title to the real property and all of Seller’s right, title and interest in and to all easements, water, water rights, air rights, mineral rights, plants, crops, causes of action, development rights, entitlements, privileges and other intangible personal property associated with the real property and any improvements thereon.

B. Purchaser desires to purchase the Property from the Seller, and Seller desires to sell the Property to Purchaser, at the price and upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The factual recitals set forth above are incorporated into the body of this agreement as if set forth in full.

2. AGREEMENT TO PURCHASE AND SELL.

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, and for the consideration herein set forth, Seller agrees to sell and transfer, and Purchaser agrees to purchase and acquire the Property (such agreement to be referred to in this Agreement as the “**Transaction**”).

2.2 Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, title to the Property by grant deed in a form satisfactory to Purchaser (the “**Grant Deed**”) at the closing of the Transaction (the “**Closing**”) under the terms and conditions of this Agreement.

3. PRICE AND PAYMENT; CLOSING.

3.1 Purchase Price. The purchase price of the Property is based on the appraisal of Way and Associates, which has been commissioned by both Purchaser and Seller and made in conformity with and is subject to the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Uniform Appraisal Standards for Federal Land Acquisitions, the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Instituted. The appraised value of the Property, and

the purchase price for the Property (the “**Purchase Price**”) is Six Hundred and Eighty Five Thousand Dollars (\$685,000.00), payable in cash or by wire transfer of federal funds at the Closing.

3.2 Closing.

(a) **Closing Date.** Payment of the Purchase Price, delivery of the Grant Deed and the other matters necessary to consummate the Closing will take place on the thirtieth (30th) day after the end of the Inspection Period (as hereinafter defined), or such other date as may be mutually agreed upon by Seller and Purchaser (the “**Closing Date**”), through an escrow for which the Title Company shall act as escrow holder (the “**Escrow**”).

(b) **Closing Conditions.** The satisfaction, completion or waiver, as applicable, of the Purchaser Conditions and the Seller Conditions shall be conditions precedent to the Closing (collectively, “**Closing Conditions**”).

(i) Purchaser's obligation to purchase the Property shall be subject to the following contingencies (“**Purchaser Conditions**”), which are for the sole benefit of Purchaser and may only be waived by Purchaser in writing in Purchaser's sole discretion.

(A) Purchaser having entered into a Grant Agreement with the California Department of Parks and Recreation (“**Cal DPR**”) with respect to the Property (the “**Grant Agreement**”) and the Grant Monies, under and as defined therein, are unconditionally available to reimburse the Purchaser in an amount not less than the amount of the grant funds required by Purchaser in connection with its acquisition of the Property. If this condition is not satisfied, or waived by Purchaser, on or before the expiration of the Inspection Period (the “**Outside Grant Date**”) then, provided that Purchaser is not in default hereunder, Purchaser shall have the right to terminate this Agreement by delivering to Seller on or before the tenth (10th) business day after the Outside Grant Date written notice that Purchaser elects to terminate this Agreement. If this Agreement is terminated pursuant to this **Section 3.2(b)(i)(A)** this Agreement shall be terminated and canceled in all respects and neither Purchaser nor Seller will have any rights or obligations hereunder, except for the respective obligations of each party hereunder that by their terms expressly survive the termination of this Agreement.

(B) Seller shall have performed all of its obligations under **Section 3.2(c)(ii)**.

(C) The Title Company is irrevocably committed to issue the Title Policy in favor of Purchaser.

(D) All other conditions precedent in this Agreement that by their terms are Purchaser Conditions shall have been satisfied, completed or waived by Purchaser.

(E) Purchaser shall have received written confirmation and certification from Seller, in form and content reasonably satisfactory to Purchaser, that Seller has complied in all respects with the Surplus Real Property Disposition laws of the State of California.

(ii) Seller's obligation to sell the Property shall be subject to the following contingencies (“**Seller Conditions**”), which are for the sole benefit of Seller and may only be waived by Seller in writing in Seller's sole discretion.

(A) Purchaser shall have performed its obligations under **Section 3.2(c)(iii)**.

(B) All other conditions precedent in this Agreement that by their terms are Seller Conditions shall have been satisfied, completed or waived by Seller.

(C) The Closing Date is on or before the date provided for in **Section 3.2(a)**.

(c) **Closing Deliverables**

(i) At least two (2) business days, but no more than seven business days, prior to the scheduled Closing Date, Seller shall cause the Title Company to prepare and deliver to Seller and Purchaser a pro forma closing statement relating to the Closing (the "**Draft Statement**"). The approval of the Draft Statement: (A) by Purchaser shall not be unreasonably withheld or delayed so long as the amounts charged to Purchaser are in conformance with this Agreement, including **Article 6**; and (B) by Seller shall not be unreasonably withheld or delayed so long as the amounts charged to Seller are in conformance with this Agreement, including **Article 6**. The Draft Statement, as approved by Seller and Purchaser, is referred to herein as the "**Closing Statement**".

(ii) Seller shall deliver or cause to be delivered into Escrow, in a timely manner so as to permit the Closing by the scheduled Closing Date, the following: (A) the Grant Deed duly executed and acknowledged by Seller; (B) an original non-foreign affidavit in form required by applicable law (the "**Non-Foreign Affidavit**") duly executed by Seller; (C) an original California FTB Form 593-C duly executed by Seller; (D) a completed Natural Hazard Disclosures specified under California Civil Code Section 1102.6c; and (E) any other documents reasonably required by the Title Company to consummate the Transaction.

(iii) Purchaser shall deliver or cause to be delivered into Escrow, in a timely manner so as to permit the Closing by the scheduled Closing Date, the following: (A) funds in the amount shown as due from Purchaser on the Closing Statement (the "**Closing Funds**"); and (B) any other documents reasonably required by the Title Company to consummate the Transaction.

4. ACCESS TO PROPERTY; PURCHASER'S DUE DILIGENCE

4.1 Access to Property; Termination. Notwithstanding any provisions of this Agreement to the contrary, during the () day period, commencing on the Effective Date (the "**Inspection Period**"), Purchaser shall have access to the Property for the purpose of examining and inspecting the Property. Purchaser shall have the right to terminate this Agreement by delivering to Seller not later than 5:00 P.M. California time on the last day of the Inspection Period written notice that Purchaser elects to terminate this Agreement. Purchaser may elect to terminate this Agreement pursuant to this **Section 4.1** for any reason or for no reason at all, in Purchaser's sole discretion. If Purchaser terminates this Agreement pursuant to this **Section 4.1**, this Agreement shall be terminated and canceled in all respects and neither Purchaser nor Seller will have any rights or obligations hereunder except for the respective obligations of each party hereunder that by their terms expressly survive the termination of this Agreement.

4.2 Indemnification; Insurance

(a) Purchaser shall indemnify, defend and hold harmless Seller from and against all claims, losses, costs, damages, demands, expenses and liabilities (including reasonable attorneys' fees, court costs and other reasonable costs of defense) which may be asserted or recovered against Seller to the extent arising out of entry onto the Property and activities thereon by Purchaser or its agents, representatives or other parties designated in writing by Purchaser as authorized to enter the Property on Purchaser's behalf (each, an "**Entering Party**") and any testing conducted on the Property by Purchaser. Without limiting the generality of the foregoing indemnity, Purchaser shall remove any mechanic's or

other lien which may be recorded against the Property prior to Closing by any party providing labor, materials or services at the request of Purchaser. The obligations of Purchaser under this **Section 4.2(a)** shall survive the Closing or any expiration or termination of this Agreement, however caused, for a period of one year.

(b) Prior to initial entry on the Property by an Entering Party to exercise testing or inspection rights as set forth above, Purchaser shall provide Seller with insurance certificates evidencing that either Purchaser or the applicable Entering Party carries a policy of comprehensive general liability insurance covering any and all liability of the applicable Entering Party with respect to or arising out of its activities upon the Property pursuant to such entry on the Property, which insurance policy: (i) shall be an occurrence policy and shall have liability limits of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability; (ii) shall contain the insurer's standard provision regarding waiver of subrogation; (iii) shall name Seller as an additional insured; and (iv) shall otherwise be in form and substance and issued by an insurance company reasonably satisfactory to Seller. Neither the foregoing insurance requirements nor the amount or existence of the insurance policies carried pursuant thereto shall be construed to limit in any manner Purchaser's indemnification obligation under **Section 4.2(a)**.

4.3 Documents to be Provided by Seller

(a) Within fifteen (15) business days following the Effective Date, at Seller's sole cost and expense, Seller shall cause to be delivered to Purchaser legible copies of all material documentation, materials and information, whether in hardcopy or electronic form, in Seller's possession or control, with respect to the physical condition of the Property, and litigation and compliance with laws, regulations, ordinances, covenants, and conditions or restrictions applicable to the Property, including: (A) all existing ALTA (or similar) surveys of the Property; (B) all material soils, engineering and environmental notices, studies, reports or plans; and (C) written notices from third parties regarding pending or threatened litigation relating to or arising out of the Property and actual or alleged violations of law or covenants applicable to the Property. All documentation, materials and information, whether in hardcopy or electronic form, delivered to Purchaser or made available to Purchaser for review are collectively referred to as "**Diligence Documentation**." Seller shall promptly deliver to Purchaser copies of all new and updated Diligence Documentation that comes into Seller's possession or control.

(b) Within ten (10) days following the Effective Date, at Seller's sole cost and expense, Seller shall cause to be delivered to Purchaser an extended coverage preliminary title report or commitment on the Property prepared by the Title Company not more than thirty (30) days prior to the Effective Date (the "**Initial PTR**"), together with legible copies of all documents relating to the title exceptions referred to in the Initial PTR (the "**Initial Exception Documents**").

5. TITLE

5.1 Inspection Period Title Review

(a) Not later than thirty (30) days after Purchaser's receipt of the Initial PTR and all Initial Exception Documents, Purchaser shall notify Seller in writing of any disapproved title exceptions (the "**Initial Disapproved Matters**"). On or before the tenth business day after Purchaser notifies Seller of Initial Disapproved Matters, Seller may give written notice to Purchaser (a "**Cure Notice**") of: (i) the Initial Disapproved Matters with respect to which Seller is willing to undertake curative action before the Closing; and (ii) the nature of each such curative action that Seller is willing to undertake (individually and collectively, "**Curative Action**"). Except as expressly set forth in a Cure Notice, Seller shall be deemed to have elected not to undertake any Curative Action with respect to any Initial Disapproved Matters. If (A) the Curative Action consists of anything less than the complete and unconditional cure of all Initial Disapproved Matters, or (B) Seller does not timely deliver a Cure Notice, then Purchaser may terminate this Agreement by giving written notice to Seller no later than the fifth (5th) business day after

receipt of such Cure Notice or the expiration of such ten business day period without reply from Seller, as the case may be; provided that Purchaser's failure to deliver such termination notice shall not diminish or otherwise impact Purchaser's other rights to terminate this Agreement in accordance with other provisions hereof. If Purchaser does not so elect to terminate this Agreement, then Purchaser shall be deemed to have waived its disapproval of the Initial Disapproved Matters except to the extent of Seller's commitment pursuant to the Cure Notice to undertake Curative Action prior to or at Closing with respect thereto. Notwithstanding the expiration of the Inspection Period or anything else to the contrary herein, Purchaser shall at all times have no less than five business days after receipt of a Cure Notice or ten business days after Purchaser notifies Seller of Initial Disapproved Matters where no Cure Notice is timely delivered, as the case may be, to make such election to terminate under this **Section 5.1(a)**.

(b) If Seller delivers one or more Cure Notices, then, so long as this Agreement has not been terminated (i) Seller shall use commercially reasonable efforts to complete the Curative Action set forth therein at or before the Closing, and (ii) it shall be a Purchaser Condition, but not a covenant of Seller, that all Curative Action actually be completed at or before the Closing.

(c) Subject to Purchaser's rights to terminate this Agreement under **Section 5.1(a)**, all title exceptions in the Initial PTR other than: (i) the lien of deeds of trust or mortgages or other instruments securing indebtedness; and (ii) all Initial Disapproved Matters to the extent, if any, that Seller has agreed to undertake Curative Action with respect thereto pursuant to a Cure Notice, shall collectively constitute "**Permitted Encumbrances**."

(d) Notwithstanding anything to the contrary herein, if at any time after the delivery of the Initial PTR the Title Company discloses to Purchaser or Seller a new exception, or materially amends any exception not previously disapproved by Purchaser, or materially amends the terms under which the Title Company is willing to issue its policy of title insurance then Purchaser shall have ten days from its receipt of notice of such disclosure, together with legible copies of all documents mentioned in such disclosure, to disapprove the same by written notice to Seller. Such disapproved disclosures shall be treated as Initial Disapproved Matters.

5.2 Purchaser's Title Policy. At the Closing, Seller shall deliver exclusive possession of the Property to Purchaser and convey to Purchaser fee simple title to the Property by recordation of the Grant Deed, subject only to the Permitted Encumbrances. The condition of title to the Property being as required hereunder at Closing shall be conclusively evidenced by the irrevocable and unconditional commitment of **Old Republic Title Company** (the "**Title Company**") at Closing to issue to Purchaser as of the Closing an *ALTA Owner's Policy of Title Insurance (2006 Form- extended coverage)* in the amount of the Purchase Price, insuring Purchaser as the owner of the Property and subject only to the Permitted Encumbrances (the "**Title Policy**").

6. COSTS AND PRORATIONS

6.1 Closing Costs

(a) Purchaser will pay the following costs of closing the Transaction: (i) one-half (1/2) of any Escrow fees chargeable to both parties; (ii) the cost of the Title Policy; (iii) the cost to record the Grant Deed, exclusive of any associated transfer taxes or fees; and (iv) one-half (1/2) of any applicable local government transfer taxes.

(b) Seller will pay the following costs of closing the Transaction: (i) one half (1/2) of any Escrow fees chargeable to both parties, (ii) any recording fees other than for recording the Grant Deed; (iii) any Stanislaus County documentary transfer tax; and (iv) one-half (1/2) of any applicable local government transfer taxes.

6.2 Proration of Taxes. General real estate taxes and special assessments relating to the Property shall be prorated as of the Closing Date.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

7.1 Purchaser's Representations, Warranties, and Covenants. In addition to the representations, warranties and covenants of Purchaser contained elsewhere in this Agreement, Purchaser hereby represents, warrants and covenants to Seller as follows, all of which shall be true and correct as of the Effective Date, the Close of Escrow, and survive the Close of Escrow subject to the provisions of **Section 7.2**:

(a) Purchaser is a California municipal corporation duly organized, validly existing and in good standing under the laws of the State of California, and has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement.

(b) Purchaser is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with involuntary application of any applicable bankruptcy or creditor protection statute.

(c) This Agreement and all the documents and items to be executed and delivered by Purchaser to Seller pursuant to the terms of this Agreement: (i) have been or will be duly authorized, executed and delivered; (ii) are or will be legal and binding obligations of Purchaser as of the date of their execution; (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally); and (iv) do not and will not at the Closing, violate any material provisions of any agreement to which Purchaser is a party.

7.2 Survival of and Limitation on Purchaser's Representations and Warranties. All representations and warranties contained in **Section 7.1** are qualified by any information delivered to Seller by Purchaser or made available for review by Seller, or otherwise discovered by Seller prior to the Closing. As of the Closing Date, and as a Seller Condition, Purchaser shall deliver to Seller a written certification that Purchaser's representations and warranties hereunder are true, correct and complete as of the Closing Date, or, if applicable, specifically identifying any exceptions or qualifications thereto ("**Purchaser's Closing Certification**"). If any exceptions or qualifications set forth in Purchaser's Closing Certification are material, were not known to Seller as of the Effective Date, and are not acceptable to Seller in its sole discretion, Seller may terminate this Agreement, but Purchaser shall have no liability to Seller as a result of such qualification and exceptions. If Seller has knowledge, prior to the Closing, that any of the representations or warranties contained in **Section 7.1** are not true, correct or complete, but the Closing occurs, such representations and warranties known to Seller not to be true correct or complete shall be deemed to be qualified to the extent of such knowledge of Seller. Purchaser's representations and warranties set forth this **Article 7**, as qualified or limited by this **Section 7.2**, shall survive the Closing for a period of one (1) year from and after the Closing Date (the "**Survival Period**"); provided that prior to the expiration of the Survival Period Seller must give Purchaser written notice of any claim for breach of any such representation or warranty and file suit on such claim within sixty (60) days after the expiration of the Survival Period. Any claim that Seller may have that is not timely asserted shall not be valid or effective, and Purchaser shall have no liability to Seller with respect thereto.

7.3 Seller's Representations, Warranties, and Covenants. In addition to the representations, warranties and covenants of Seller contained elsewhere in this Agreement, Seller hereby represents, warrants and covenants to Purchaser as follows, all of which shall be true and correct as of the Effective Date, the Close of Escrow and survive the Close of Escrow subject to the provisions of **Section 7.5**.

(a) Seller is a California public school district located in the County of Stanislaus, California, duly organized, validly existing and in good standing under the laws of the State of California,

and has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement.

(b) Seller is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with involuntary application of any applicable bankruptcy or creditor protection statute.

(c) This Agreement and all the documents and items to be executed and delivered by Seller to Purchaser pursuant to the terms of this Agreement: (i) have been or will be duly authorized, executed and delivered by Seller; (ii) are or will be legal and binding obligations of Seller, as of the date of their respective executions; (iii) are or will be enforceable in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally); and (iv) do not and will not as of the Closing Date, violate any material provisions of any agreement to which Seller is a party.

(d) To Seller's knowledge:

(i) Seller has received no written notice with respect to any actual or alleged violation of any law, regulation, ordinance, covenant, condition or restriction applicable to the Property or the condition, use, operation or sale of thereof; and

(ii) No legal proceedings or actions of any kind are pending or threatened in writing that could affect the Property or Seller's interest therein in any material respect.

(e) Neither Seller nor, to Seller's knowledge, any third party, has used, generated, manufactured, stored or disposed of any Hazardous Materials in, at, on, under or about the Property or any portion thereof, or transported any Hazardous Materials to or from the Property. In this Agreement "Hazardous Materials" means, any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, which include, but are not limited to, substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §§9601 et seq.); the Hazardous Materials Transportation Safety and Security Reauthorization Act (49 United States Code §§5101 et seq.); the Resource Conservation and Recovery Act (42 United States Code §§6901 et seq.); the substances defined as "hazardous wastes" in California Health and Safety Code §25117 or as "hazardous substances" in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5 et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws.

(f) To Seller's knowledge: (i) the Property is not in violation, nor has it been nor is it currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety; (ii) the environmental conditions in, at, on, under or about the Property including, but not limited to the soil and groundwater conditions, do not violate any federal, state or local law, ordinance or regulation, and the Property is not on any "Superfund" list under any applicable environmental law and is not subject to any lien relating to environmental matters; (iii) the Property has not been subject to a deposit of any Hazardous Materials; (iv) there has been no discharge, migration or release of any Hazardous Materials from, into, on, under or about the Property; (v) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment; and (vi) the Property has never been used for garbage or land fill. Seller hereby assigns to Purchaser as of the Close of Escrow, all claims, counterclaims, defenses or actions, whether at common law, or pursuant to any other applicable federal or

state or other laws which Seller may have against any third parties relating to the existence of any Hazardous Materials in, at, on, under or about the Property.

(g) To Seller's knowledge, the Diligence Documentation constitutes all books, records, documents, agreements, contracts, reports, and other materials related to the Property that are in Seller's possession or control. To Seller's knowledge, the Diligence Documentation constitutes true, correct, and complete copies of what it purports to be.

(h) Seller has good and marketable title to the Property. Seller has no actual knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Purchaser.

(i) In connection with this Transaction Seller has complied in all material respects with the Surplus Real Property Disposition laws of the State of California.

(j) Seller covenants and agrees with Purchaser that at all times prior to the Closing or earlier termination of this Agreement, Seller shall own and manage the Property in the ordinary course of its business and consistent with Seller's existing policies and procedures, subject to the performance of Seller's obligations under this Agreement.

7.4 Seller's Knowledge. As used in this Agreement or in any documents delivered pursuant hereto: (a) the phrases "to Seller's knowledge" or "known to Seller" shall mean that the representations and warranties (or other provisions) qualified by any of such phrases are made without investigation of the matters stated therein and are based solely on the current actual knowledge of **Brian Beck, Seller's Superintendent**, after commercially reasonable inquiry; and (b) documentation, materials and information, whether in hardcopy or electronic form, shall not be deemed to be in "Seller's possession or control" unless **Brian Beck, Seller's Superintendent**, has current actual knowledge of the existence of the same after commercially reasonable inquiry. Seller represents and warrants that Brian Beck, Seller's Superintendent, is the individual representative of Seller with the best knowledge of the Property.

7.5 Survival of and Limitations on Seller's Representations and Warranties. All representations and warranties contained in **Section 7.3** are qualified by any information specifically identified in the Diligence Documentation delivered to Purchaser by Seller or made available for review by Purchaser, or otherwise discovered by Purchaser during the course of its own investigations with respect to the Property. As of the Closing Date, and as a Purchaser Condition, Seller shall deliver to Purchaser a written certification that Seller's representations and warranties hereunder are true, correct and complete as of the Closing Date, or, if applicable, specifically identifying any exceptions or qualifications thereto ("**Seller's Closing Certification**"). If any exceptions or qualifications set forth in Seller's Closing Certification are material, were not known to Purchaser as of the expiration of the Inspection Period, and are not acceptable to Purchaser in its sole discretion, Purchaser may terminate this Agreement, but Seller shall have no liability to Purchaser as a result of such qualification and exceptions. If Purchaser has knowledge, prior to the Closing, that any of the representations or warranties contained in **Section 7.3** are not true, correct or complete, but the Closing occurs, such representations and warranties known to Purchaser not to be true, correct or complete shall be deemed to be qualified to the extent of such knowledge of Purchaser. As used herein, "**known to Purchaser**" or Purchaser's "knowledge" shall mean solely the actual knowledge of **Raul Mendez, City Manager of Purchaser**, without inquiry. Seller's representations and warranties set forth this **Article 7**, as qualified or limited by this **Section 7.5** shall survive the Closing for the Survival Period; provided that prior to the expiration of the Survival Period Purchaser must give Seller written notice of any claim for breach of any such representation or warranty and file suit on such claim within sixty (60) days after the expiration of the Survival Period. Any claim that Purchaser may have that is not timely asserted shall not be valid or effective, and Seller shall have no liability to Purchaser with respect thereto.

8. NOTICES AND OTHER COMMUNICATIONS

8.1 All notices and other communications provided for under this Agreement, shall be deemed sufficiently given if in writing and, if delivered personally, when it is delivered; if delivered electronically through the Internet, when it is received; or, if delivered in another manner, the earlier of when it is actually received by the party to whom it is directed or, if it is sent to the address listed below or to any other address that the party may designate for itself by notice given in accordance with this section, when the period set forth below expires (whether or not it is actually received):

(a) if deposited with the U.S. Postal Service, postage prepaid and addressed to the party to receive it as set forth below, (1) 3 days after such deposit as registered or certified mail if addressed to a location in the U.S.A., or (2) 10 days after such deposit as registered or certified airmail if addressed to a location outside of the U.S.A.; or

(b) if accepted by Federal Express or a similar delivery service in general usage for delivery to the address of the party to receive it as set forth below, 24 hours after the delivery time promised by the delivery service.

If to Seller:

Brian Beck, District Superintendent
Hughson, Unified School District
6815 Hughson Avenue,
Hughson, CA 95326
Phone: (209) 883-4428
Fax: (209) 883-4639
Email: bbeck@hughson.k12.ca.us

With a copy to:

David A. Soldani, Esq.
Atkinson, Andelson, Loya, Ruud & Romo
5260 N. Palm Ave., Suite 300
Fresno, CA 93704
Phone: (559) 225-6700
Fax: (559) 225-3416
Email: DSoldani@aalrr.com

If to Purchaser:

Raul Mendez, City Manager
City of Hughson
P.O. Box 9
7018 Pine Street
Hughson, CA 95326
Phone: 209-883-4054
Fax: (209) 883-2638
Email: RMendez@hughson.org

With a copy to:

James T. C. Nuss, Esq.
Neumiller & Beardslee
P. O. Box 20
509 W. Weber Avenue, 5th Floor
Stockton, CA 95201-3020
Phone: (209) 948-8200
Fax: (209) 948-4910
Email: jnuss@neumiller.com

If to Title Company: Diana M. Contreras
Vice President
Branch Manager
3425 Brookside Road, Suite C
Stockton, CA 95219
Office: (209) 955-2804
Cell: (209) 373-8778
Fax: (209) 951-3859
Email: dcontreras@ortc.com

9. ESCROW; POSSESSION

9.1 Escrow Instructions. Upon execution of this Agreement, the parties shall deliver an executed counterpart of this Agreement to the Title Company to serve as the instructions to the Title Company as the escrow holder for consummation of the Transaction. Escrow specific provisions of this Agreement are attached as **Schedule 9.1**. Upon receipt of such copy of this Agreement, Title Company shall confirm the same by executing and dating at least two counterpart signatures in the space provided for Title Company and distributing one such counterpart to each of Seller and Purchaser by email and overnight mail, and shall confirm by email to Purchaser and Seller the Title Company notice address and the Escrow number for this Transaction. Title Company is hereby appointed and designated to act as the escrow holder for the Escrow and instructed to deliver, pursuant to the terms of this Agreement, the documents and funds to be deposited into Escrow as herein provided. Seller and Purchaser agree to execute such additional and supplementary escrow instructions as may be necessary to enable the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall prevail.

9.2 Possession. Purchaser shall be entitled to possession of the Property as of the Closing, free of rights of any parties except for the Permitted Encumbrances.

10. MISCELLANEOUS

10.1 Entire Agreement. This Agreement, together with the Schedules and Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties. Without limiting the foregoing, that certain Memorandum of Understanding between Purchaser and Seller dated as of May 16, 2014, is terminated and is of no force or effect.

10.2 Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

10.3 Applicable Law; Injunctive and Equitable Relief. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Seller and Purchaser agree that the Property is of a special and unique character that gives it a peculiar value, and that Purchaser cannot reasonably or adequately be compensated in damages in an action at law in the event that Seller breaches its obligations to sell the Property to Purchaser. Therefore, if Seller shall refuse or fail to perform its obligations under this Agreement for any reason other than a default by Purchaser or, if applicable, failure of a Closing Condition, then Purchaser may elect: **(a)** to terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, except for the respective obligations of each

party hereunder that by their terms expressly survive the termination of this Agreement; or (b) to obtain injunctive and other equitable relief, including specific performance of Seller's obligations under this Agreement, and any other remedies that Purchaser may have by law.

10.4 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their successors and permitted assigns.

10.5 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. All defined terms have the meanings given them for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined. Any agreement, instrument or law defined or referred to herein: (a) means such agreement or instrument or law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of law) by succession of comparable successor law; and (b) includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. References to "person" shall include natural persons and legal entities and shall include the successors and permitted assigns of such person or entity. The word "or" is deemed to mean "and/or". The term "including" shall be deemed to mean "including, without limitation". Any term defined in this Agreement by reference to any other agreement or instrument has such meaning whether or not such agreement or instrument is in effect. Regardless of the referenced gender, pronouns used in this Agreement shall include individuals of every kind and character. References to "\$" or to "dollars" shall mean the lawful currency of the United States of America.

10.6 Days of the Week. If any date for exercise of any right, giving of any notice, or performance of any provision of this Agreement falls on a Saturday, Sunday or holiday, the time for performance will be extended to 5:00p.m. on the next business day..

10.7 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

10.8 Brokers. Each party represents and warrants to each other that no broker or finder was instrumental in arranging or bringing about the Transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the Transaction.

10.9 Time of Essence. Time is of the essence in this Agreement.

10.10 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

(Agreement Continues on the Following Page)

10.11 Third Party Beneficiaries. This Agreement is not intended to, and shall not, give or confer any benefits, rights, privileges, claims, actions or remedies to any party that is not a signatory hereto.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase and Sale Agreement effective as of the Effective Date.

SELLER:

DATED: _____, 2014

HUGHSON UNIFIED SCHOOL DISTRICT

BY: _____

NAME: BRIAN BECK
TITLE: SUPERINTENDENT

PURCHASER:

DATED: _____, 2014

CITY OF HUGHSON

BY: _____

NAME: RAUL MENDEZ
TITLE: CITY MANAGER

ACKNOWLEDGMENT AND ACCEPTANCE.

Receipt of the original of the foregoing Purchase and Sale Agreement and Instructions is acknowledged and the undersigned title company agrees to act as Escrow Holder pursuant to the terms and conditions of these instructions. If the undersigned is acting as an agent or correspondence for an underwriting title insurance company, then the undersigned agrees to provide a Closing Protection Letter in form and content satisfactory to Purchaser. Failure to provide such letter constitutes a representation by Escrow Holder that there is no such underwriting insurance company applicable to this transaction.

OLD REPUBLIC TITLE COMPANY

By: _____

Printed Name:
Printed Title:

Exhibit A
Real Property Description

The Property includes approximately 19.65 acres of real property located at the southeast corner of 7th Street and Whitmore Avenue, in the City of Hughson, California, in the County of Stanislaus, California, Assessor's Parcel Number 018-052-07, -027, and -037..

DRAFT

SCHEDULE 9.1

ESCROW MATTERS

1. Closing. Provided that the Title Company shall not have received written notice from Purchaser or Seller of the failure of any Closing Condition or of the termination of this Agreement, when (x) Purchaser and Seller have deposited into Escrow with the Title Company the items required by this Agreement, (y) the Title Company shall be irrevocably committed to issue the Title Policy to Purchaser at the Closing, and (z) Purchaser and Seller (or their respective legal counsel) shall have confirmed verbally or in writing that the Title Company is authorized to close Escrow, then the Title Company, as escrow holder, shall:

1.1 cause (A) the Grant Deed and all other documents that Purchaser and Seller may mutually direct to be recorded in the official records of the county where the Property is located and obtain conformed copies as-recorded thereof and distribute the same to Purchaser and Seller, (B) all funds deposited with it by Purchaser to be disbursed pursuant to and in accordance with the Closing Statement, and (C) issue the Title Policy to Purchaser; and

1.2 deliver to Purchaser and Seller one original of each document deposited into Escrow, other than the Grant Deed and other documents recorded at Closing, in connection with which the Title Company shall deliver conformed as-recorded copies.

2. Conflicting Demands. If (a) the Title Company shall in good faith be uncertain as to its duties or obligations hereunder or (b) conflicting instructions, claims or demands from the Purchaser and Seller shall be delivered to the Title Company (expressly excluding however a conflicting demand delivered after a party has timely delivered notice of termination as permitted under **Section 3.2(b)(i)(A), Section 4.1, or Section 5.1**), the Title Company shall promptly notify both parties in writing and thereafter the Title Company shall be entitled (but not obligated) to refrain from taking any action until a joint instruction from both parties is delivered to the Title Company clarifying the Title Company's uncertainty or resolving such conflicting instructions, claims or demands, or until a final non-appealable judgment of a court of competent jurisdiction instructs the Title Company to act. In the event of any such conflicting instructions, claims or demands, the Title Company shall have the right to deposit all funds and documents held by it with the Superior Court of the State of California, in and for the County of Stanislaus, in connection with an interpleader action against Purchaser and Seller. Upon the making of such deposit, the filing of such action, and service of process in such action on Purchaser and Seller, the Title Company shall have no further obligations hereunder.

3. Destruction of Documents; Survival. The Title Company is hereby authorized to destroy or otherwise dispose of any and all documents, papers, instructions and other material concerning the Escrow at the expiration of six years from (a) if the Closing occurs, the later of (i) the Closing Date or (ii) the final disbursement of any funds maintained in Escrow after the Closing, or (b) if this Agreement terminates without the Closing occurring, the termination of this Agreement. The provisions of this paragraph shall survive the Closing or earlier termination of this Agreement until the Title Company's duties and obligations hereunder are fully and finally discharged.

4. U.S. Treasury Regulations; Real Estate Reporting Person. The purchase and sale of the Property is the sale of "reportable real estate" within the meaning of *U.S. Treasury Regulations Section 1.6045-4* (the "Regulation"). The Title Company is the "real estate reporting person" within the meaning of the Regulation and any instructions or settlement statement prepared by the Title Company shall so provide. Upon the occurrence of the Closing, the Title Company shall file *Form 1099* return information and send the statement to Seller as required under the aforementioned statute and regulation.

INDEX OF DEFINED TERMS

Any term or phrase listed in this Table is defined in the Section identified in this Table.

Term	Section in Text Where Term is Defined
Agreement	INTRODUCTION
Cal DPR (<i>California Department of Parks and Recreation</i>)	3.2(b)(i)(A)
Closing	2.2
Closing Conditions	3.2(b)
Closing Date	3.2(a)
Closing Funds	3.2(c)(iii)
Closing Statement	3.2(c)(i)
Curative Action	5.1(a)
Cure Notice	5.1(a)
Diligence Documentation	4.3(a)
“\$”; “dollars”	10.5
Draft Statement	3.2(c)(i)
Effective Date	INTRODUCTION
Entering Party	4.2(a)
Escrow	3.2(a)
Grant Agreement	3.2(b)(i)(A)
Outside Grant Date	3.2(b)(i)(A)
Grant Deed	2.2
Hazardous Materials	7.3(e)
Index of Defined Terms	INTRODUCTION
Inspection Period	4.1
including; including without limitation	10.5
Initial Disapproved Matters	5.1(a)
Initial Exception Documents	4.3(b)
Initial PTR (<i>Preliminary Title Report</i>)	4.3(b)

(Table Continues on the Following Page)

INDEX OF DEFINED TERMS

Any term or phrase listed in this Table is defined in the Section identified in this Table.

Term	Section
“known to Seller”	7.4
“known to Purchaser”	7.5
Non-Foreign Affidavit	3.2(c)(ii)
or; and/or	10.5
Outside Grant Date	3.2(b)(i)(A)
Permitted Encumbrances	5.1(c)
Property	RECITALS
Purchase Price	3.1
Purchaser	INTRODUCTION
Purchaser Closing Certification	7.2
Purchaser Conditions	3.2(b)(i)
Seller	INTRODUCTION
Seller’s Closing Certification	7.5
Seller Conditions	3.2(b)(ii)
Survival Period	7.2
Title Company	5.2
Title Policy	5.2
“to Seller’s knowledge”	7.4
Transaction	2.1



CITY OF HUGHSON AGENDA ITEM NO. 4:1

SECTION 4: UNFINISHED BUSINESS

Meeting Date: November 10, 2014
Subject: Discussion and Approval of the Revised City of Hughson Goals and Objectives
Enclosure: City of Hughson Goals and Objectives Matrix
Presented By: Raul L. Mendez, City Manager

Approved By: _____

Staff Recommendation:

Discuss and approve the Revised City of Hughson Goals and Objectives.

Background/Overview:

On July 27, 2013, a City of Hughson Goals and Objectives Workshop was held involving the City Council, Planning Commission, Parks and Recreation Commission, City staff (including the Hughson Police Chief) and other local leaders to revisit current priorities and make modifications based on progress, accomplishments and new areas of focus.

City staff took the most recent version of the Goals and Objectives matrix at that time and facilitated a discussion to revisit and refocus the goals and objectives listed. By narrowing the focus, City staff could be more effective in pursuing City directives and initiatives. This strategic effort originated from a session held back in November 2010, where the City Council requested that a model be developed to help guide the City's efforts in various key public policy areas. Shortly thereafter, on December 11, 2010, City leaders and staff developed a list of the City's strengths, weaknesses, opportunities, and threats (a SWOT analysis). Notes from this meeting were compiled and the list that was created was shared with all City employees. On January 29, 2011, a second meeting was held and City staff presented a draft Goals and Objectives Matrix that incorporated the items and discussion from past meetings.

Through a very interactive process, the group fine tuned the list and created a Goals and Objectives program that was divided up into eight core areas: 1) Land Use, 2) Economic Development, 3) Transportation, 4) Public Safety, 5) Public Services, 6) Public Facilities, 7) Connectivity and Integration, and 8) Revenue Generation.

This matrix document serves as a dashboard for staff and the Council to help the City focus and track its progress on the listed goals. This is a fluid document that is updated over time as needed. This document was reviewed by the City Council on April 11, 2011, August 22, 2011, February 27, 2012, September 24, 2012, and most recently, during the City of Hughson Goals and Objectives Workshop held on July 27, 2013 and subsequent reviews on September 9, 2013 and July 14, 2014.

Revisiting and Refocusing the City's Goals and Objectives

During the recent City's Goals and Objectives review in the past fiscal year, the group spent considerable time reviewing the existing matrix, consolidating priorities, removing items that were complete or no longer applicable, and creating new areas of focus. Discussions ensued within each of the eight core areas, City staff reported on progress, and City leaders highlighted elements that were still critical moving forward.

Generally speaking, City leaders and staff recognized that this was an opportune time to refocus given that the fiscal condition of the organization was in better shape than prior years which provided opportunity to make significant progress in key areas in a measured approach. Signs of economic recovery also supported the notion that City forces could be more effective than in the past in moving forward on local initiatives and efforts. The group discussed continuing to utilize existing and new partnerships to make advance in certain areas.

The complete City of Hughson Goals and Objectives Matrix is provided as an enclosure for reference and has been updated accordingly since that last review in July 14, 2014. In summary, some of the main discussion points continue to be as follows:

- This City should develop Mission and Vision statements to guide the organization.
- Public safety efforts should continue to be strengthened through partnerships with the Stanislaus County Sheriff's Department and the Hughson Fire Protection District.
- Economic Development is still a priority and efforts should continue to attract and retain businesses and strengthen the local economy.
- Creating a business friendly local environment will be an emphasis.
- The City should revisit fee structures regularly to ensure that they are properly covering the cost of providing public services.
- Development of recreational facilities and program opportunities should continue to be supported through partnerships and external funding.
- Operational efficiencies should continue to be explored to ensure that the City resources are being effectively leveraged.
- The City will continue to meet its regulatory requirements as a municipality.
- Efforts should continue to adequately support and maintain City infrastructure (water system, waste water treatment facilities, roads, etc.).
- Civic participation and open government access should be promoted and efforts should be further developed.

- City will be fiscally responsible and provide adequate financial reporting to ensure that residents are well informed.

It is the intent of City staff to review the City of Hughson Goals and Objectives with the City Council quarterly. This review was scheduled to occur in October but that did not occur and thus the need to discuss at the first meeting in November. Since the City Council is scheduled to only meet once in December (8th), the next quarterly review will occur during the first meeting in January. At that time, City staff will also work with the City Council to schedule an offsite retreat as conducted in past years to do a more comprehensive and focused review of the City's Goals and Objectives. This will provide an opportunity for the City Council and staff to review the Goals and Objectives and make modifications as necessary. Additionally, members of the Planning Commission, Economic Development Committee, and Parks and Recreation Commission will have an opportunity to participate in the discussion along with other partners that may be interested and members of the public.

Fiscal Impact:

There are no significant fiscal impacts associated with this item. Costs associated with initiatives and efforts consistent with the revised City of Hughson's Goals and Objectives will be considered on a case by case basis and as brought forward to the City Council for consideration.

GOALS & OBJECTIVES UPDATE
October 31, 2014

Goals and Objectives

Goal #1 - Land Use

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-going	Community Development Director	Update zoning with downtown focus/emphasis and revitalization.		X		Staff has taken a fresh look at downtown. Reviewing neighboring cities form based codes and districts.
2	On-going	Community Development Director	The General Plan will be the primary public policy guiding land use decisions.		X		This is an annual report that is sent to H&CD and OPR prior to April. The General Plan is updated per State requirements (Government Code 65300). Work with City of Ceres and Stanislaus County to establish an Agricultural Buffer. City Manager discussed concept with counterpart and agreed to further explore in early 2015. Funding for Housing Element update was approved with the Fiscal Year 2014-2015 Adopted Budget. City staff has issued a Request for Proposals for technical assistance needed to complete the update.
3	On-going	Community Development Director	The City will actively work with the development community and each project proponent to address issues of community; place and identity through the thoughtful placement of neighborhoods, open spaces, streets and land use in accordance with the adopted Design Expectations of the City.		X		City is actively reaching out to development community. Staff is also working with each individual entity in process to make sure expectations are met. Discussions have recently been held with Kiper Development (Fontana), Pacific Homes Land Entity, (Sterling Glen) and Floresheim Homes (Euclid). Community Development Director exploring specific plan option for City areas primed for economic development opportunities.

Goals and Objectives

Goal #1 - Land Use

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
4	On-going	Community Development Director	Look at Development Impact Fees for Ag Mitigation		X		The City Council adopted the Farmland Preservation Program on January 28, 2013. The program requires preservation, through easements, of prime farmland at a 2:1 ratio for every acre converted to urban use. City staff to research associated measurement tools to gauge effectiveness. <i>City of Hughson was recognized by the California Partnership for the San Joaquin Valley for their work in this area ("2014 Kudos Award").</i>
5	On-going	Community Development Director	Implement the City's Non-Motorized Plan. Ensure that our parks are connected by walking and bike paths.		X		Pine Street, South 4th Street, 5th Street and Fox Road curb, gutter, sidewalk and pavement improvement projects are complete. <i>Next phase of 5th Street improvements was substantially completed in August 2014.</i> The City Council adopted the City of Hughson Design Manual for Living Streets on May 13, 2013. <i>City is taking a new focus on Non-Motorized Plan. City has recently submitted grant applications for Fox Road and Hatch Road for non-motorized projects (FY 2014-15 - FY 2017-18). Fox Road Pedestrian Project was approved for Active Transportation Program funding through local call for projects. Hatch Road Bike/Pedestrian Project was not recommended for Congestion Mitigation and Air Quality (CMAQ) funding during initial cycle. City is considering two projects for submission during the second cycle (Whitmore Avenue/Santa Fe Pedestrian and Santa Fe Traffic Signalization at Whitmore Avenue or Tully Road) in December 2014.</i>

Goals and Objectives

Goal #1 - Land Use

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
6	On-going	City Manager and Community Development Director	Seek Funding for Parkland and Pool		X		Undeveloped school district property near corner of Whitmore and Seventh Street considered opportunity to site a future joint use parks facility. City of Hughson successfully applied for Land Water and Conservation Fund grant assistance from the State of California for the purchase of the 19.65 acres from the Hughson Unified School District. Property valued at \$685,000 and the LWCF would provide 50% funding with the remainder coming from the City's park in lieu and development funds. City staff explored several options for development of project site and associated ongoing costs for discussion and consideration. City and District have executed Memorandum of Understanding for the sale/purchase of the property. District has completed process to declare public property surplus for disposition and City Council has authorized City staff to proceed with development of purchase price agreement. Purchase of property anticipated to be complete by end of calendar year. City staff will pursue LWCF grant for development of acquired property.

Goals and Objectives
Goal #2 - Economic Development
Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-going	City Manager	The City will continue its partnership with the Stanislaus Alliance to expand the Enterprise Zone Program and provide employment opportunities and enhance the tax base by encouraging compatible industrial, commercial, office and retail facilities to locate or expand to Hughson.		X		The City has entered into an MOU with the Alliance to assist with the promoting the Hughson Business Incubator Center housed at in the City Hall Annex Building (current tenants: Hughson Chamber of Commerce and Hughson Chronicle). In mid 2013, the City expanded its partnership with the Alliance to bring a Small Business Development Center consultant to the Business Incubator Center to market Hughson business assistance programs and provide other resources/trainings to existing/prospective businesses. SBDC consultant has assisted the City with marketing the business assistance programs, meeting with existing/prospective businesses to evaluate and develop business expansion/creation concepts and supporting local business ventures as needed. For Fiscal Year 2014-2015, City and Strategic Business Alliance will focus on informational presentations (marketing, recordkeeping, business plan, accounting, etc.) for current business and also marketing local economic development opportunities.
2	On-going	City Manager and Community Development Director	Review Fee Structure for Residential, Commercial, and Industrial growth in order to keep Hughson competitive with other jurisdictions.		X		A Developer Impact Fee Comparison was presented to the City Council on March 12, 2012. As economic recovery continues may need to revisit fee structure. Review Fee Structure annually. City staff plans to revisit current fee structure in early 2015 (March/April).
3	On-going	Community Development Director and Finance Manager	Review how Hughson fees, licenses, utilities and other charges compare with other cities.		X		In August 2013, the City Council authorized a professional services agreement with Bartle Wells and Associates for an updated water rate study. Bartle Wells provided a presentation on the water rate study to the Hughson City Council in early 2014 based on the Well #7 Replacement Project/State Revolving Loan Fund application that was ultimately funded by the California Department of Public Health. If approved by Council, Bartle Wells will assist with with a Proposition 218 rate increase once income survey is complete to determine if the City of Hughson is a disadvantaged community and the consolidation project for extending water service through an out of boundary connection to Cobles Corner and Country Villa is vetted. Proposition 218 rate increase should occur in early 2015 and will include an extensive public outreach component to provide opportunity for residents/business owners to learn about the City's strategy and approach for coming into compliance with State drinking water MCL requirements. Moving forward, staff will conduct comparison annually.

Goals and Objectives
Goal #2 - Economic Development
Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
4		City Manager and Community Development Director	Create an Economic Development Strategic Plan (EDSP) that focuses on Industrial, Commercial, and Agribusiness development.				The Economic Development Strategic Plan will be the critical document used to carry out items # 6, 7, 8, and 9 listed below. The Economic Development Strategic Plan was developed and approved by the City Council on September 26, 2011. It is intended to be a living document that will be modified over time. The City's Economic Development Committee reviewed this EDSP plan in the fall of 2013.
5			The City will promote expansion of other economic sectors which are compatible with agriculture.		Part of EDSP Part 0		
6			The City of Hughson supports the preservation of farming, food processing, agricultural business services and the ongoing research and analysis of the agriculture industry in order to sustain it as a major economic engine and source of employment.				The City Council adopted the Farmland Preservation Program on January 28, 2013. The program requires preservation, through easements, of prime farmland at a 2:1 ratio for every acre converted to urban use. City of Hughson was recognized by the California Partnership for the San Joaquin Valley for their work in this area ("2014 Kudos Award").
7			The City will work to establish a method for business attraction and business retention.				City staff developed zoning, set-back, and parking amendments that provide more options for downtown development. These amendments were approved by the City Council. City created a Shop Local utility bill insert listing Hughson businesses that is updated annually and sent out at the beginning of each fiscal year. The City has also been working with the Alliance to developed a brochure for the Hughson Business Assistance Programs that is used by both when having discussions with existing and prospective businesses. City of Hughson also provides information to the Alliance for incorporation to their marketing material at retail trade shows. The City of Hughson is also an active participant in the meetings of the Alliance Economic Development Practitioners monthly meetings to learn more about creative and effective business attraction and retention strategies.

Goals and Objectives
Goal #2 - Economic Development
Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
8			The City will consider business incentives for businesses which promote community goals.		f EDSP		Through the work of the Hughson Economic Development Committee, an expanded business assistance program was developed and approved by the Hughson City Council in the fall of 2013. The program allows for grant/loan funding for business development/expansion. A total of \$30,000 was approved for the inaugural year. Several business assistance applications were reviewed by the EDC and one (Branding Iron Catering) was forwarded to the Hughson City Council in the spring of 2014 for approval that would bring back the Santa Fe Coffee (dba Perks Coffee) component. A loan of \$12,000 was approved for the purchase of necessary equipment and a grant of up to \$3,000 for necessary facility improvements.
9			Develop a Branding Program for the City.				Consider "Small Community with a Big Heart". City will work with the Stanislaus Business Alliance to develop a marketing program to promote Hughson. Program is anticipated to be unveiled in the spring of 2015.
10			Develop plan to attract more people to visit and shop in Hughson				The City Manager continues to work with the Chamber of Commerce to assist with the Hughson Harvest and Christmas Festivals. These event helps bring hundreds of people into our community.
11			Create a business newsletter to generate interest in Hughson.				The Hughson Chamber of Commerce is considering developing this informational flyer that shares positive information on the City and community. The inaugural Hughson Chamber of Commerce newsletter was disseminated to the membership in June 2014.
12	On-going	City Manager	Market positive aspects of City and community on the City's website.		X		City website is functional and being used as an outreach tool for the community. City staff will continue to make information available that is of value to residents and local businesses. The City has begun the practice of developing Press Releases to share information regarding City programs, events and services. For the upcoming year, will better utilize City calendar to promote events that are scheduled throughout the year.
13	On-going	City Manager	Meet with the property owners of land surrounding City to discuss growth.		X		During the course of attending various community meetings the City Manager has had the opportunity to meet some property owners. The goal is to be more proactive moving forward.

Goals and Objectives
Goal #2 - Economic Development
Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
14	On-going	City Manager	Reach out to and work with businesses in the City's Sphere of Influence		X		The City is very involved in the Hughson Chamber of Commerce. Community Development Director has developed an outreach plan to meet with local businesses (commercial and retail) annually. During the summer of 2014, he and City Manager have held sessions with the Dairy Farmers of America, Valley Tool and Manufacturing, Grossi Manufacturing, the California Truss Company and Hughson Cold Storage. During the remainder of the fiscal year, will schedule similar meetings with other retail businesses beginning with those in the downtown.
15	On-going	City Manager and Community Development Director	Make proactive efforts to attract a full-service grocery store to our community		X		The City will continue to support local small grocery stores already in place. City staff met with representatives from Sav More to discuss the City's business assistance programs. It will support interests to bring a full-service grocery store to the area. City staff's discussions with Dollar General (through the Embree Group) about a viable site in Hughson have advanced and a location in downtown (near terminus of 4th Street) has been selected and being pursued. City Council directed staff to proceed with process to vacate City parking lot to accommodate 9,100 square foot store. Dollar General location as proposed will meet no setback requirement on Hughson Avenue to continue with current look and vision. The City Economic Development Committee discussed the "Grocery Store Attraction Strategies" prepared by PolicyLink and Local Initiatives Support Corporation in 2007 for community activists and local governments. Community Development Director has initiated discussion with Pioneer Market and will be working with Stanislaus Business Alliance to provide market research data for consideration.
16	On-going	Community Development Director	Review sign ordinances and code enforcement activities.		X		City staff continues to evaluate existing ordinances and segments of the municipal code to support sustainability of local businesses. City Code Enforcement Program has been re-established and more proactive approach is being pursued to ensure compliance with Hughson Municipal Code.

Goals and Objectives
Goal #2 - Economic Development
Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
17	On-going	City Manager	Develop Business Incubator with Agribusiness emphasis.		X		The City entered into an MOU with the Alliance to assist in this effort. Tenant lease agreements and other logistics are in place. The Hughson Chamber of Commerce and Hughson Chronicle have located to the Business Incubator. <i>City staff working with the Alliance has developed marketing materials to promote opportunities to business sector. Interest has been expressed by several prospective businesses (tax preparation, bail bonds office, loan officer, insurance agency, export business, graphic designer) in the Business Incubator but none has materialized at this point. City efforts will continue to occupy the remaining offices with new businesses in the upcoming fiscal year.</i>
18	On-going	City Manager and Community Development Director	Support efforts to revive Hughson Harvest		X		City staff and members of the Council participating in the planning and coordination of the annual Hughson Harvest Festival. City has responsibility over waste management and police services during the two-day event. <i>City staff participated as an exhibitor at this year's event which provided great opportunity to interact with attendees and discuss current City initiatives. City Council was also available at City booth to connect with residents and festival visitors.</i>
19	On-going	City Manager and Community Development Director	Develop materials and proactively market the Arboretum and other local attractions to the public.		X		City staff will need to work with the Arboretum Board of Directors and other organizations to gather the necessary information for this effort. Further development of Arboretum contingent upon funding. <i>City Manager and Community Development Director met with the Margaret Stutervant and members of the Arboretum Board of Directors to discuss ways to partner to further develop elements of the property. Arboretum representatives discussed enhancing outreach efforts, installing necessary fencing and completing Arboretum markers. Site infrastructure needs (water, access, etc.) were also discussed briefly. City staff agreed to facilitate showcasing Arboretum at official grand opening of the Hughson Sports and Fitness Complex and to be active participant in their next Open Garden in the spring of 2015.</i>

Goals and Objectives
Goal #2 - Economic Development
Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
20	On-going	Community, Chamber, and Local Businesses	Create a Farmer's Market.		X		City staff has initiative research regarding creating a Farmer's Market. Discussions have been held with both the Hughson Economic Development Committee and the Hughson Chamber of Commerce and been well received. A Farmers Market is held at the Hughson Harvest Festival. A possible venue for a Farmers Market would be at the Marketplace Shopping Center. The City will continue to facilitate the discussion with the Chamber, local tenants at the Marketplace Shopping Center, and Farmer's Market vendors to determine if feasible.
21	On-going	City Manager and Community Development Director	Encourage Industrial growth in incorporated cities and not in the County		X		City has established an urban growth boundary. In addition, have passed resolution opposing any new development in unincorporated area surrounding City limits. City will initiate discussion with the County to revisit this item and discuss any potential projects in the queue.

Goals and Objectives

Goal #3 - Transportation

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-going	Community Development Director	Recognize the need to address and incorporate a design for all modes of transportation.		X		Through StanCOG, the City participates in the allocation of resources for Hughson transit services. The City Council adopted the City of Hughson Design Manual for Living Streets on May 13, 2013. Emphasis needs to be placed on non-motorized modes of transportation. For Fiscal Years 2016-2017 and 2017-2018, the City of Hughson submitted (but not recommended for funding) a bike/pedestrian project along Hatch Road for Congestion Mitigation Air Quality (CMAQ) consideration (now a competitive process). This is a top priority per the City of Hughson Non-Motorized Transportation Plan (August 2008) and would provide a transportation option to residents and an amenity to the community and could catalyze the effort to improve the aesthetics of Hatch Road—one of the first impressions of the City. City will submit a project during the second cycle (December 2014) that better meet the CMAQ goals for emission reductions and cost-effectiveness.
2	On-going	Community Development Director	Encourage enhancement of an intra and inter city transit system.		X		Through StanCOG, the City participates in the allocation of resources for transit services. Staff will continue to work with Stanislaus Regional Transit (START) and StanCOG to improve transit opportunities in Hughson. In the past year, City staff participated in a StanCOG subcommittee to prepare the Request for Proposal (RFP) for the 2014 StanCOG Transit Systems Study and to look at the cost sharing model currently in place.
3	On-going	City Manager and Community Development Director	Access all available funds for the purpose of maintaining and improving existing streets.		X		Partner with StanCOG and other jurisdictions to acquire funds for street projects. Recent CMAQ funds have gone towards road infill projects (Pine Street, 4th Street, 5th Street, Fox Road, etc). The City successfully pursued Active Transportation Program funding for a safe routes to school project along Fox Road (Fiscal Year 2014-15 & 2015-16). Staff has been very involved with the disbursement of Local Transportation Funds through StanCOG. The City Council adopted a utility trench cut fee and established a special street fund (effective April 25) for the monies collected. City actively participated in the discussion regarding a 1/2 cent sales tax measure for transportation and expenditure plan in 2014 deferred to 2016 by the StanCOG Policy Board).

Goals and Objectives

Goal #3 - Transportation

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
4	On-going	Community Development Director	Plan for future public parking in the downtown area to encourage business activity.		X		An ordinance was adopted amending the parking requirements in the Downtown Commercial Zone to allow parcels to develop without on-site parking. Through the Economic Development Committee, have discussed different strategies to strengthen the downtown core (vacancy, pocket parks, outdoor dinner, etc.). Economic Development Committee conducted a walking tour of the downtown.
5	On-going	City Manager and Community Development Director	Work with the County, StanCOG and other appropriate agencies to address, on a regional basis, the development of solutions to local traffic issues.		X		Hughson participated in the Regional Transportation Impact Fee meetings with the cities and county to discuss an equitable transportation impact fee. Based on StanCOG Policy Board direction measure for 2014 was deferred to 2016. City historically looks to use of LTF, CMAQ, CDBG and outside funding to address local traffic issues through improvement projects. Stanislaus County signalization and intersection improvements at Hatch Road and Santa Fe are programmed for Fiscal Year 2014-2015. County Public Works provided an update on the project in October 2014 and committed to provided bimonthly reports to ensure that the traffic signalization project remains on task.

Goals and Objectives

Goal #4 - Public Safety

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-going	City Manager and Police Chief	The City of Hughson will continue to provide a high level of police service to the community. The City will review annually the fiscal constraints facing the City in order to establish appropriate service levels.		X		The City Council renewed its contract with Stanislaus County for Law Enforcement Services for three year period from Fiscal Year 2013-2014 to Fiscal Year 2015-2016. The Police Chief provides activity reports to show how law enforcement activities are benefitting the community on periodic basis along with annual report to the community. For the upcoming year, will work with Police Chief on the anticipated use of Supplemental Law Enforcement Services Funds to augment existing efforts--including Code Enforcement Officer through new model. Mayor Pro Tem and City Manager met with Stanislaus County Sheriff and othe County personnel to discuss pending Police Chief retirement in March of 2015 and recruitment and transition plan. Lieutenant recruitment to be initiated in December 2014 by County. Hughson Police Chief selection process to commence shortly thereafter which will include interviews to arrive at City recommendation for placement to the critical position.
2	On-going	City Manager and Police Chief	Continue Community Activities (i.e. Neighborhood Watch, Kids Safety Places)		X		The City Manager and Police Chief designee have been engaged in the Hughson Family Resource Center Community Capacity Building effort (Citizens for a Healthy Community). Through CCB, the City's Neighborhood Watch Program has remained in tact and culminated with the annual National Night Out celebration on August 5, 2014. Along with Hughson Fire Protection District, Pro Transport, Stanislaus Sheriff STARS and others, participated in a caravan that visited all eighteen (up from nine in the prior year) registered block parties promoting the NNO mission to "promote involvement in crime prevention activities, police-community partnerships, neighborhood camaraderie and a united front against criminal activity."

Goals and Objectives

Goal #4 - Public Safety

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
3	On-going	City Manager	2+2 Fire District/City Committee.		X		The Fire District/City Committee met every other month and have had very productive session to discuss current initiatives, coordination for local events and explore partnership opportunities. Examples include (1) the work by the City on its municipal water system, (2) coordination for National Night Out, Halloween Trunk or Treat and Christmas Festival, and (3) the Fire Command Vehicle Cost Project. The Hughson Fire Command Vehicle was jointly purchased by the City of Hughson and the Hughson Fire Protection District and is now available for local incidents. The City has agreed to support the Fire District in its centennial celebration in June of 2015.

Goals and Objectives

Goal #5 - Public Services

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-going	City Manager	The use of technology will be encouraged to provide more efficient public services.		X		Utility bill pay online is now available. SeeClickFix continues to be a useful tool and some community members have started to use it to notify the City of issues such as street lights being out, nuisance issues, graffiti, etc. REPORT ATTACHED.
2	On-going	City Manager and Community Development Director	Support recreation activities to provide access for all residents.		X		The City will work with local partners and groups in support of providing local recreational options for youth and adults. Councilmember Carr is the Council designee on the Hughson Sports and Fitness Complex Steering Committee. Phase I (completed) includes addition of three new soccer fields and one new softball field. Well No. 6 delivers and provide a non-potable water system at the high school sports fields. Phase II (pending upon funding availability) will include lighted parking lot, restrooms and snack bar, PAR fitness course and additional field development. The Hughson Sports and Fitness Complex was utilized by the Hughson United Soccer League this year for their inaugural season. City and School District executed extension to the LeBright Fields lease through April 1, 2017. Both are also proceeding forward with the sale/purchase of 19.65 acres for development of Seventh Street Park Project.
3	On-going	Community Development Director	Review existing services & consider appropriate fees for providing these services.		X		City fee structures will be evaluated as needed to ensure sufficient to cover cost of services provided under legal authority. The City Council amended Title 16 Subdivisions in the Municipal Code to require formation of a Community Facilities District to provide funding for City services that are not being funded through other sources (use for subdivision infrastructure bonds prohibited).

Goals and Objectives

Goal #5 - Public Services

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
4	On-going	City Manager and Community Development Director	Monitor the use of community enhancement fees.		X		The Council did approve a spending plan for these funds. The improvements would include painting the water tower, a lighting improvement project on the bridges along Hatch, and funding for a well for sports fields at the High School. The water tower paint project is complete, the anti-graffiti vines at Starn Park have been planted, some funds were used for the high school turf irrigation project, and city hall has been repainted. The Hughson City Council approved funding of approximately \$29,000 for the joint purchase of the Fire Command Vehicle for the Hughson Fire Protection District.

Goals and Objectives

Goal #5 - Public Services

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
5	On-going	Community Development Director	Continue to provide for adequate treatment of wastewater by compliance with Federal and State regulations and adopt an allocation policy to ensure that future capacity is applied in a manner that is consistent with the General Plan.		X		The wastewater treatment plant has been operational since September 2012 but construction of site improvements has been ongoing. There is adequate sewer capacity for future growth but water system improvements are necessary before that additional capacity can be utilized.
6	On-going	Community Development Director	Continue to support efforts for the planning and development of an Integrated Regional Water Management Plan (IRWMP) for the mutual benefit of Hughson, Modesto, Turlock and Ceres.		X		City by mutual cost-sharing agreement with other parties hired consultant (RMC Water and Environmental) to complete an Integrated Regional Water Management Plan (IRWMP) for the East Stanislaus IRWM region. Joint proposal prepared and submitted, based on IRSMP Plan, for potential funding of listed projects. For the City of Hughson, submission includes next phase of the non potable water system improvements.
7	On-going	City Manager	Expand existing water conservation program and policies to incorporate education emphasis.		X		Explore model implemented in other areas (Fresno, Merced, Clovis) regarding water conservation measures including education of water needs of various trees, shrubs, gardens, etc. Gather information from CSU and UC farm advisors and make available for reference to the public. City staff has been very involved in countywide discussions regarding groundwater supply, drought conditions and water policy through the work of the Stanislaus County Water Advisory Committee, Technical Advisory Committee and Drought Taskforce gathering information on municipal practices and challenges. City Council adopted water conservation program by ordinance to codify measures in response to adopted State legislation. City's program included emergency restricts for drought conditions.

Goals and Objectives

Goal #5 - Public Services

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
8	On-going	City Manager	Continue to monitor staffing and training levels to ensure that quality public services are provided.		X		Continue to look for opportunities for staff members. The City Manager and Community Development Director continue to encourage public works staff to gain additional certifications. The additional training and certifications help City crews gain greater knowledge and improved abilities to maintain and operate the City water system. Cross training is also continue amongst the administrative staff.

Goals and Objectives

Goal #6 - Public Facilities

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-going	City Manager	Consider shared facilities, where appropriate, with other public and private entities.		X		The City is part of the JPA with the County and other cities for the provision of Animal Services. The City, through the JPA, is contributing to the debt service for the new Animal Services Facility. The City has converted the Annex Building to the Business Incubator Center that now houses both the Hughson Chamber of Commerce and the Hughson Chronicle. There are also several shared facility partnerships in place with the Hughson Unified School District (open gym basketball program at the Ross Gymnasium, Lebright Fields, Sports and Fitness Complex). The City has worked with the Hughson Family Resource Center to establish community programs (recreation, meals, etc.) at the Senior Community Center and such efforts will continue. The City works with the United Samaritan Foundation, Sierra Vista Child and Family Services and Stanislaus County at the Third Street Center to ensure that community services are provided.
2	On-going	Community Development Director	The City will develop a method to prioritize replacing existing infrastructure in accordance with the Master Plans adopted in accordance with the General Plan through the development and implementation of a Capital Improvement Plan.		X		Continue review of the capital improvement needs of the City. Planned projects include the installation of curb, gutter and sidewalks on a variety of segments in the City. The work for Tully Road that includes water, sewer, storm drain, and roadway improvements is programmed for Fiscal Year 2014-2015 now that funding has been obligated. This years' budget also included funding for overlays on south 4th, south 5th, and Fox Road from Charles to 2nd. Phase I of the non-potable water system improvement project is complete and the next phase dependent on available funding. In partnership with Modesto, Turlock and Ceres, Hughson applied for funding for expansion of the non potable system through the Intergrated Regional Water Management Program. City staff has applied and been granted Active Transportation Program funding for a safe routes to school project on another segment of Fox Road and although CMAQ funding for a bicycle/pedestrian project along Hatch Road wasn't awarded City staff will submit another road project for consideration and future funding.

Goals and Objectives

Goal #6 - Public Facilities

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
3	On-going	Community Development Director	Consider including in future park developments, the inclusion of features that reflect our agricultural heritage.		X		Such standards are in place and subject to negotiation. Interest in assisting in further developing a school farm component as an educational component to local youth. Support of local FFA, 4H and other agricultural activities (County Fair) should continue to be a local emphasis. City is reviewing an existing farm lease with Noeller Farms for property near wastewater treatment facility (due to expire in December 2014) for possible opportunity. As part of the Seventh Street park acquisition project, the Hughson Unified School District has an existing farm lease in place with Garcia Farms that incorporates a farming educational component with the Agriculture Department at Hughson High School.
4	On-going	Community Development Director	Emphasize Surface Water Monitoring Procedures		X		Institute measures to monitor, protect, and enhance the water quality of city water sources in a manner pursuant and consistent with the Federal Clean Water Act. On November 26, 2012, the City Council directed City staff to send a letter to the Stanislaus Regional Water Authority that it was not interested in joining the Joint Powers Authority (JPA) at the time but requesting preference in the future if so desired based on past contributions to the effort. At a recent City Council meeting to discuss new water conservation measures, the Turlock Irrigation District addressed Council to informed the City that returning as a partner in the Regional Surface Water Management Project was still possible.

Goals and Objectives

Goal #7 - Connectivity and Integration

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-going	City Manager	City of Hughson recognizes that it must work with other organizations, public and private, to ensure coordinated and cost-effective delivery of services.		X		The City continues to strengthen its relationships with the Alliance, School District and Fire District. Examples include the establishment of a business incubator, expansion of business assistance program, open-gym basketball program, development of park/recreational facilities, and Fire command vehicle purchase. The City continues to strive to build relationships with its community partners. City staff actively interacts with the Hughson Chamber of Commerce, Hughson Ministerial Association, Hughson Family Resource Center and local non profit organizations (Sierra Vista Child and Family Services, United Samaritan Found, Samaritan Village, etc). City also partners with Stanislaus County and other incorporate cities for the provision of public services (law enforcement, social, health, transit, etc). The City of Hughson was the recipient of the Southeast Stanislaus Family Resource Center Community Partnership of Promise Award for 2014.
2	On-going	City Manager	The City Council will review and establish a policy designed to monitor and possibly influence proposed State and Federal legislation.		X		Hughson Legislative Program was adopted in March 2014 and sets the parameters for the City's legislative advocacy efforts that supplement the work through the California League of Cities and California Local Agency Formation Commissions. Commencing Fiscal Year 2014-2015, City provides quarterly Legislative Update to the City Council to highlight activity in this area over the course of the year.
3	On-going	City Council/City Manager	Maintain and monitor the Complaint Log.		X		SeeClickFix is an application that is currently being used to manage this process. City Manager evaluating effectiveness of tool and process. Development of a customer services/satisfaction survey under consideration along with reporting mechanism and evaluation for Council and public. SeeClickFix report of complaints/issues provided to the City Council quarterly along with Goals and Objectives. City staff in process of developing customer survey element for City website (anticipated to be functional by January 2015).

Goals and Objectives

Goal #7 - Connectivity and Integration

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
4	On-going	City Manager	2 + 2 School District/ City Committee.		X		The City continues to meet on a quarterly basis with the School District. These meetings continue to be very productive for effective planning, coordination and communication. Recent items of work included a cost sharing model for the school resource officer (although not continued), grant application for park acquisition funds (Seventh Street Park) and safe routes to school (Fox Road), Lebright Fields lease extension, Hughson community event planning and other items for coordination (municipal water system, school sports fitness complex, etc.). During recent regular meeting, Committee discussed the Stanislaus County Employee Mentoring Program and exploring implementation of a similar program in Hughson. District Superintendent was going to share the concept with his leadership team and bring back to the Committee in December 2014 for further discussion.
5	On-going	City Manager	Maintain open communication with staff and encourage sharing of innovative ideas and process improvement suggestions.		X		Promote open door policy and culture for the organization (internal and external). Keep staff properly informed on organizational policies and procedures. Foster sharing and development of ideas amongst staff that may lead to efficiencies.
6	On-going	City Manager	Look for additional opportunities to partner with other cities.		X		The City in the past partnered with the City of Modesto for on-call advanced planning services. The City has also reached out on occasion to discuss water and wastewater issues with other jurisdictions in Stanislaus County. Also working with the City of Turlock on the administration/engineering work needed relative to Hughson's special assessment districts. Other examples of City partnerships are in the area of local transportation, road improvements, emergency dispatch, animals services, CNG fueling, etc.

Goals and Objectives

Goal #7 - Connectivity and Integration

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
7	On-going	City Manager	Expand plan to best utilize the volunteerism that exists in the community. Work with partner agencies, non-profits and local organizations to continue to promote a spirit of cooperation and civic participation.		X		The City works diligently to facilitate the efforts of those willing to volunteer. For example, the City has helped with the planning and coordination of LOVE Hughson events as well as volunteer efforts tied to the City Wide Clean Up Day. Other local and grassroots efforts will be supported to strengthen the sense of community pride (Concerts in the Park, Halloween Tent, Trunk or Treat, National Night Out, Harvest Festival, Cultural Events, etc.). Development of an Hughson Employee Mentoring Program being explored by the City and School District.
8	On-going	City Manager	Assessment of current IT needs and development of inventories and incremental policies that take advantage of technology.		X		The City Manager continues to work with its IT consultant EZ Networks to identify needed improvements to the City's overall network. Improvements made in the last year to improve surveillance and monitoring systems at City facilities and for critical systems (municipal water and waste water treatment). The City replaced an aging network server that will improve its ability to store information and the growing email traffic. As part of the Fiscal Year 2014-2015 Adopted Budget, the City Council directed staff to accelerate the project to move towards a new Finance Management Software system. City staff has begun researching municipal financial management systems and associated costs and will bring the information back to the Budget and Finance Subcommittee during consideration of mid year budget adjustments.
9	On-going	City Manager	The use of technology will be encouraged to engage citizens more actively in public issues and to improve inter-agency communication.		X		City will initiate measures to maximize use of email, newsletter, website, facebook, local media and other technology to expand public outreach efforts and more effectively engage residents on City Hall happenings and community events. During Fiscal Year 2013-2014, phase one improvements (audio) to the Council Chambers were completed. As part of the Fiscal Year 2014-2015 Adopted Budget, funding was allocated for phase two which includes installing video equipment, web stream capabilities, and enhanced agenda management tools to encourage open and transparent government access.

Goals and Objectives

Goal #8 - Revenue Generation and Use Allocation

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
1	On-Going	City Council	The City Council pledges to monitor all public funds to ensure appropriate expenditures.		X		The City institutes a thorough budget review process. Preliminary Budget adopted in May/June and Final Budget presented once the Auditors have completed their preliminary work. City staff monitors revenues so that mid-year changes can be made if necessary. Financial reporting process being evaluated for improvements to increase transparency.
2	On-going	City Manager	Explore grant opportunities, develop a tracking methodology and provide regular reporting to the City Council.		X		City Manager instituted an internal grant writing program utilizing existing staff and assistance from local colleges/interns. Grant applications prepared and submitted included Seventh Street Park Acquisition Project (Land Water and Conservation Fund), Fox Road Pedestrian Improvements (Active Transportation Program), City Park Recycling/Litter Program (Cal Recycle), and Hatch Road Bicycle and Pedestrian Project (CMAQ). Non Potable Water System Improvement Phase II pending through the Intergrated Regional Water Management Plan.
3	On-Going	City Manager	The City will maximize all potential revenue sources (including funding for City, Schools and Public Safety).		X		This will be reviewed ongoing and annually during the budget process. As opportunities arise for additional generation (grants, partnerships, etc.) evaluation will be conducted and brought to the Council for consideration as appropriate.
4	On-Going	City Manager	Continue working with other agencies to try to acquire funding for City projects		X		City has partnered with other cities to better leverage CDBG, CMAQ and RSTP funds for local projects. Efforts with other cities should continue in addition to working with County, State, Federal and other agencies and organizations. Although under new model, CMAQ funding moving forward will make available more funding through a competitive process, coordination with other cities to discuss timing of projects may still be possible.
5	On-Going	City Manager	Benchmark other agencies to identify additional revenue streams for local projects and needs.		X		City will continue to exchange and solicit information from other agencies (government, private, non-profit, etc. to identify creative funding strategies).

Goals and Objectives

Goal #8 - Revenue Generation and Use Allocation

Action Items:

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				DONE	ON TARGET	REV	
6	On-Going	City Manager	Strengthen fiscal condition of City's Benefit Assessment Districts and Landscaping and Lighting Districts.		X		City spent considerable time evaluating current assessment districts (BADs/LLDs). Through agreement with the City of Turlock Municipal Services Department, executed in April 2014, will ensure annual reports are accurate and then fiscal challenges with select few of the landscape and lighting districts are addressed. Will continue discussion regarding implementing general benefit vs. special benefit methodology.



City of Hughson

Between Jan 01, 2014 and Mar 31, 2014

10 issues were opened

2 issues were acknowledged

10 issues were closed

The average time to acknowledge was 1.0 days.

The average time to close was 18.4 days.

Issues by Source



SERVICE REQUEST	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
Other	4	1	3	0.0	19.6
Streetlight	3	1	4	1.9	19.3
Traffic Concerns	2	0	2	0.0	24.1
Overgrown Grass/Weeds	1	0	1	0.0	0.0
Animal Control	0	0	0	0.0	0.0
Sewage	0	0	0	0.0	0.0
Water	0	0	0	0.0	0.0

GEOGRAPHY	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
City of Hughson (City of Hughson)	10	2	10	1.0	18.4



City of Hughson

Between Apr 01, 2014 and Jun 30, 2014

21 issues were opened

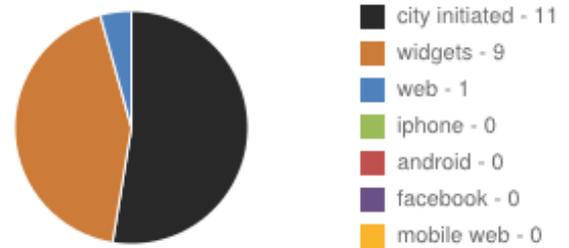
8 issues were acknowledged

17 issues were closed

The average time to acknowledge was 8.6 days.

The average time to close was 14.0 days.

Issues by Source



SERVICE REQUEST	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
Other	10	5	7	6.7	14.3
Streetlight	6	1	6	7.2	11.9
Overgrown Grass/Weeds	3	1	3	5.8	6.9
Animal Control	2	1	1	22.0	46.3
Sewage	0	0	0	0.0	0.0
Traffic Concerns	0	0	0	0.0	0.0
Water	0	0	0	0.0	0.0

GEOGRAPHY	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
City of Hughson (City of Hughson)	21	8	17	8.6	14.0



City of Hughson

Between Jul 01, 2014 and Oct 31, 2014

70 issues were opened

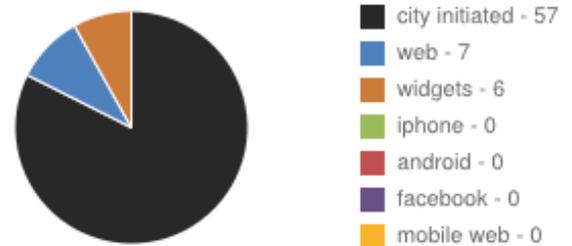
11 issues were acknowledged

74 issues were closed

The average time to acknowledge was 1.7 days.

The average time to close was 9.0 days.

Issues by Source



SERVICE REQUEST	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
Other	28	5	32	2.3	9.4
Traffic Concerns	12	4	12	1.0	1.5
Water	12	1	12	2.0	5.8
Streetlight	10	0	10	0.0	15.6
Animal Control	5	1	5	1.2	12.5
Overgrown Grass/Weeds	3	0	3	0.0	19.1
Sewage	0	0	0	0.0	0.0

GEOGRAPHY	OPENED	ACKNOWLEDGED	CLOSED	DAYS TO ACK.	DAYS TO CLOSE
City of Hughson (City of Hughson)	70	11	74	1.7	9.0



CITY COUNCIL AGENDA ITEM NO. 4.2

SECTION 4: UNFINISHED BUSINESS

Meeting Date: November 10, 2014
Subject: Discussion of Agricultural Lease Between the City of Hughson and Michael Noeller for Approximately Twelve (12) Acres of City-Owned Property Adjacent to the Waste Water Treatment Facility Along Leedom Road
Enclosures: Agricultural Lease with Michael Noeller (January 2010)
Presented By: Raul L. Mendez, City Manager

Approved By: _____

Staff Recommendation:

Discuss and consider direction to City staff regarding the current agricultural lease between the City of Hughson and Michael Noeller for approximately twelve (12) acres of City-owned property adjacent to the Waste Water Treatment Facility along Leedom Road.

Background and Overview:

On September 27, 2010, the Hughson City Council adopted Resolution No. 2010-61, approving the agricultural lease with Michael Noeller on City property adjacent to the Waste Water Treatment Facility on Leedom Road. At that time, the City Council determined the subject property was not needed for use and instead directed staff to explore revenue generating options.

In 2008, the City of Hughson purchased a total of approximately 32 acres of land from Francis Noeller to provide for the land needed to expand the Waste Water Treatment Facility on Leedom Road. The total acreage purchased would meet the City's needs of the expansion project and also allot additional acreage for the future.

At the time of purchase, the twelve (12) acres abutting the Waste Water Treatment Facility on the west were planted with almonds and became the subject of the farm lease. Michael Noeller, the nephew of Francis Noeller, expressed interest in farming the property and the City entered into negotiations for the terms of the agricultural lease.

In conversation with Mr. Noeller at that time, it was indicated that there was a block of trees (approximately eight acres) planted in the year 2000 that consisted of two varieties of almonds: Padre and Butte. Another block of trees (approximately four acres) were planted in 1975 and these trees consisted of the two varieties as well: Non Pareil and Price. Normally, trees this old are pulled and new trees planted. However, Mr. Noeller indicated that the cost of pulling old trees was in the range of \$8,000 to \$9,000 and at that time it took nearly ten years to pay back. A five year lease was being contemplated at that time so the decision was made to maintain the current practice of only replacing trees as they die or fall over. About a quarter of the trees in this block had already been replaced in this way.

City staff researched lessee/lessor percentages for these types of arrangements and found that the industry standard based on discussions with Roger Duncan, an agricultural advisor for the U.C. Extension Office at the Stanislaus County Department of Agriculture, was an 80%/20% split. It should be noted that peach agricultural leases at that time were usually an 85%/15% split because the costs associated to farm a peach orchard exceeds those of a nut orchard.

Based on the information gathered at that time, the City of Hughson entered into a five year agricultural lease agreement with Michael Noeller for the term of January 1, 2010 to December 31, 2014. The lease agreement specified that the land would be used exclusively as an orchard for producing almonds and crops would be harvested and sold for the best available price. The Lessee would pay all expenses incurred in connection with maintenance and operation of the land, any improvements subject to the lease terms and all taxes, assessments, license fees and other charges levied and assessed against the property. The Lessee further agreed to care for the property and trees using good farming practices.

Evaluation of the Current Agricultural Lease:

On October 27, 2014, City staff presented its preliminary findings and research associated with the current agricultural lease with Mr. Noeller to begin to evaluate its effectiveness and to understand some of the challenges experienced since its execution.

At that time, City staff shared some general information from the Agricultural Marketing Resource Center regarding almond farming practices, tree varieties, production and yields.

The following updated information was provided by the California Grown Nut Company used by Noeller Farms for almond processing. Almond weight statistics (in lbs.) is for meats after deducting inedibles, foreign materials, and excess moisture.

Leedom Orchard	2010	2011	2012	2013	2014*
Butte/Padre	6,133	7,817	11,425	9,150	8,944
Nonpariel	1,391	1,929	2,059	1,362	2,734
Price	1,813	1,471	1,326	911	1,918
Total	9,337	11,217	14,810	11,423	13,596

**Updated 11/07/14*

Meeting with Michael Noeller:

On October 13, 2014, City staff met with Mr. Noeller to discuss the current arrangement and the expiring agreement. The meeting was held on-site at the subject property (See Figure 1 below). Mr. Noeller appreciated City staff's efforts to reach out to him to gather information and gain a historic perspective. Mr. Noeller shared that the condition and yield of the almond orchard had improved since inception of the agreement. He shared that the newer trees (planted in 2000) were producing as expected. He commented that older trees (planted in 1975) were more of a challenge due to their age and pre-existing condition. Other items discussed included replacement of trees, redevelopment of the older area of the orchard, pest control, drought conditions, rural water allocations and opportunities that may be available from the State to install drip irrigation systems.

Figure 1 – Not to Scale



Additional Information and Follow-up:

The City Council raised several questions during the discussion on October 27, 2014. City staff responded to questions as able and indicated that they would conduct additional follow-up and research and bring back additional clarifying information at the subsequent meeting. The following is a summary of the additional details collected.

Condition of the Almost Orchard

Land Acreage vs Tree Acreage

In the previous report, it was indicated that the City owns approximately twelve (12) acres of property on the subject site. Mr. Noeller contacted City staff on November 6, 2014 to point out that a distinction needs to be made when basing yields on the acreage and specifically differentiating land versus tree acreage. He believed it was important that the City Council know that although the City property consists of approximately (12) twelve acres, approximately (8) eight acres is actually planted in almond trees. Mr. Noeller estimated the Padre and Butte consisting of 3.73 tree acres and the Non Pareil and Price consisting of 3.88 tree acres.

Average Almond Yield Figures

City staff contacted the University of California Cooperative Extension in Stanislaus County to obtain average almond yield figures for comparison purposes. Average almond yields in Stanislaus County were 2,240 lbs/acre in 2011; 2,180 lbs/acre in 2012; 2,420 lbs/acre in 2013 (Stanislaus County Crop Reports). These figures include young orchards just coming into bearing as well as old orchards which are no longer very productive. The average lifespan of an almond orchard is about 25 years.

Based on this information, one would expect an orchard planted in 2000 to be producing at or above the County average and the orchard planted in 1975 to be significantly below the County average. Mr. Noeller estimated, based on the City's tree acreage, the yield of the Padre and Butte at 1,605 lbs/acre and Non Pareil and Price at 1,239 lbs/acre.

Waste Water Treatment Facility

Capacity

As previously reported, the twelve acres that are the subject of this lease agreement were purchased as part of the 32 acres needed for expansion of the Waste Water Treatment Facility. A question of capacity was posed by the City Council at the prior meeting. Specifically, if the property was needed for future expansion to meet local needs at full build out in accordance with the City's General Plan.

The capacity at the Waste Water Treatment Facility is 1.8 million gallons per day. At current peak usage, the plant processes 1.2 million gallons per day—yet this is in very isolated instances—perhaps 10-20 times total per year. On average, the WWTP processes .8 million gallons per day or:

800,000 gallons per day/7,000 population = 114.286 gallons per day per capita.

Therefore, the City could grow to nearly 15,750 population (or more than double) under the existing WWTF, without the need for additional land for percolation

ponds. According to the General Plan, the build out population is estimated at just over 15,000 (2025). The date is not realistic and includes significant land east of Geer Road which has subsequently been removed from the City's Sphere of Influence.

State Reporting

The City of Hughson is required to report surface and groundwater monitoring undertaken at the City of Hughson Wastewater Treatment Facility in compliance with the State's monitoring and reporting program. To assist with the process several monitoring wells were installed in and around the facility. There is a monitoring well currently in place at the subject property and access and easement needs to be maintained for monitoring use.

School Agricultural Lease

The City Council suggested exploring a possible partnership with the Hughson Unified School District for the farming of the property by the Hughson Agricultural Department. City staff reviewed the current property license agreement between the District and a local farmer for existing property across from the High School to review the general provisions. The following is a summary of the main components for reference purposes only.

The License Fee is 20% of the net Almond Revenue on the property as Licensor's "crop sharing." Net Almond Revenue is defined as proceeds from the sale of the almonds after Licensee has deducted his costs. Licensor will donate the remaining 80% net revenue to the Hughson High School FFA. The premises are licensed to be used for almond growing and processing. It is understood that District students may be allowed to assist with certain parts of the Almond crop production.

In order to develop such a program at the subject property the City and School District will need to address issues of transportation, liability, etc. Also, a farmer willing to embrace the cooperative arrangement will be necessary.

Sale of Public Property

As of the preparation of this staff report, City staff was still exploring sale of the subject property and some associated elements. The City will need to follow the parameters in the Government Code pertaining to disposal of surplus public property. The property would need to be appraised to determine a value. Since it is believed that the subject property was purchased with enterprise funds, any proceeds from the sale of the property would be limited and have to be deposited back into the correct enterprise fund account. City staff will need to ensure that the sale of the property does not in any way violate the City's permit to operate a waste water system or the adopted master plan document for that infrastructure.

Fiscal Impact:

The current agricultural lease provides that the City receives 20% of the almond crop proceeds. Other costs of the farming operation are to be paid by the tenant.

The 20% of the crop as compensation is the standard farm lease percentage in this area. To date, the total revenue generated from farming the twelve (12) acres of property is \$100,084.05. Of this amount, and per the executed agricultural lease agreement, \$20,016.81 has been received by the City of Hughson and a projected \$80,067.24 by Noeller Farms. These are gross revenue figures based on actual receipts.

LEASE

CITY OF HUGHSON, a Municipal Corporation, (hereinafter called "Landlord") and MICHAEL NOELLER (hereinafter called "Tenant") agree as follows:

1. Landlord leases to Tenant that certain real property which is an approximate twelve (12) acres, more or less, block of land currently planted to an orchard on Leedom Road in Hughson, California. (hereinafter "Property"). The Property is located in Stanislaus County and is identified as assessor's parcel numbered APN 018-064-026. The Property is further shown in exhibit "A" to this Lease.
2. The term of this Lease is for five years commencing on January 1, 2010 and terminating on December 31, 2014.
3. The land shall be used exclusively as an orchard for the purpose of producing almonds.
4. Crops shall be harvested and sold for the best available price. The Tenant shall use reasonable discretion in selecting the buyer or buyers for the crops. The Tenant will attempt to have Landlord's payment for crops made directly to Landlord, in accordance with the percentages specified in Paragraph 9 of this Lease. In the event Landlord's percentage share from the sale of the crops is paid to Tenant, Tenant agrees to remit Landlord's share in full within ten (10) days of payment.
5. The Tenant shall pay all expenses incurred in connection with the maintenance and operation of the land and any improvements covered by this Lease, including but not limited to all charges for labor and material, together with any and all other charges connected with the care, cultivation, harvesting and sale of the crops

produced upon said premises, except as otherwise noted herein. Tenant shall indemnify Landlord for any charges or expenses billed or otherwise directed to Landlord as a result of any of the above-described activities of Tenant. Notwithstanding the foregoing, Landlord shall pay for any charges, expenses or damages incurred or caused by Landlord or its employees, representatives or contractors.

6. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges ("taxes") that are levied and assessed against any property belonging to Tenant installed or located in or on the Property, or on any activity of Tenant, and that become payable during the term. Landlord shall pay before delinquency all taxes that are levied and assessed against the Property and that become payable during the term. Upon request, each party shall furnish the other party with satisfactory evidence of these payments.

7. The Tenant agrees to care for the Property and the trees thereon in a good farmer-like manner, and to cultivate, fertilize, fumigate, irrigate, prune and spray said trees in accordance with established horticultural practices for almonds in this area. Tenant shall be solely responsible for all matters related to any crop being grown on the Property.

8. Neither Tenant nor Landlord shall be liable for failure of any crop due to an Act of God or other causes beyond the control of Landlord or Tenant.

9. Landlord and Tenant shall receive, respectively, the following percentages of prices paid for the crops produced:

Landlord 20%; Tenant 80%.

10. A Memorandum of Lease may be executed and recorded in Stanislaus

County.

11. This Lease shall not be sold, assigned, or sublet by the Tenant, without Landlord's written consent, which will not unreasonably be withheld, conditioned or delayed.

12. In the event Tenant is declared bankrupt or becomes subject to a receiver, the Landlord may, at its option, immediately terminate and cancel this lease.

13. Tenant shall at all times comply with all federal, state and local laws, ordinances, rules and regulations applicable and relevant to the operation of Tenant's business on the Property.

14. Tenant agrees that it will indemnify and hold Landlord harmless and free from any and all claims for damages which may be suffered by any person or persons occupying, visiting or coming upon the Property, except for damages or injuries arising from the negligent act of Landlord, or its employees, agents, representatives or contractors, and will have Landlord named as an additional named insured on a general liability insurance policy in the amount of at least One Million Dollars (\$1,000,000.00). Landlord shall be provided a certificate of such insurance. Failure to provide such certificate within ten (10) days of the commencement of any term shall be grounds for immediate termination of the Lease.

15. All notices between the parties shall be served by depositing the same in the United State Post Office, certified mail, addressed to Tenant at 6400 Leedom Road, Hughson, CA 95326, or to Landlord at PO Box 9 Hughson, CA 95326, or at such other address(es) as designated by the parties in writing.

16. In the event of default, written notice shall be given to the defaulting party

setting forth the nature of the default and providing thirty (30) days after written notice to cure said default. Upon default and failure to cure, the non-defaulting party may, at its option, terminate the Lease and obtain damages for the default or continue the Lease and obtain damages for the default. In the event any suit be brought by any party against the other to recover for any breach of the agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, in addition to any other relief that the court may allow.

17. Tenant agrees not to commit waste on the Property.

18. Landlord shall have the right to inspect all records relevant to the crops grown on the Property and to the sale of the crops, at Tenant's place of business, upon five (5) days written notice.

19. Upon expiration or termination of this Lease, Tenant agrees to execute such document or documents as may be necessary to cancel any Memorandum of Lease on the public record.

TENANT:

Michael Noeller
MICHAEL NOELLER 8/16/10

LANDLORD:

City of Hughson

By

Ramon Bawan
RAMON BAWANAN
MAYOR

State of California)
)
)
County of STANISLAUS)

On Aug. 16,, 2010, before me, Lori R. Paul
a Notary Public, personally appeared MICHAEL NOELLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lori R. Paul



State of California
County of Stanislaus
City of Hughson

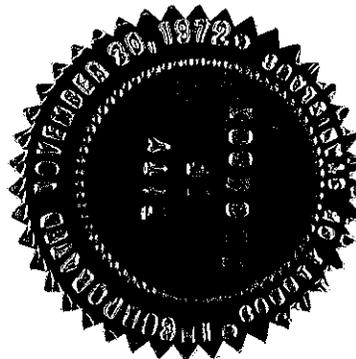
On October 27, 2010, before me, the undersigned, a City Clerk in the City of Hughson in and for said City, personally appeared Ramon Bawan, personally known to me (or proved to me on the basis of satisfactory evident) to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State Of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

WITNESS my hand and official seal.



SIGNATURE:

Michele P Winterbottom
City Clerk of the City of Hughson

*****OPTIONAL*****

This certificate must be attached
to the Document Described at Right:

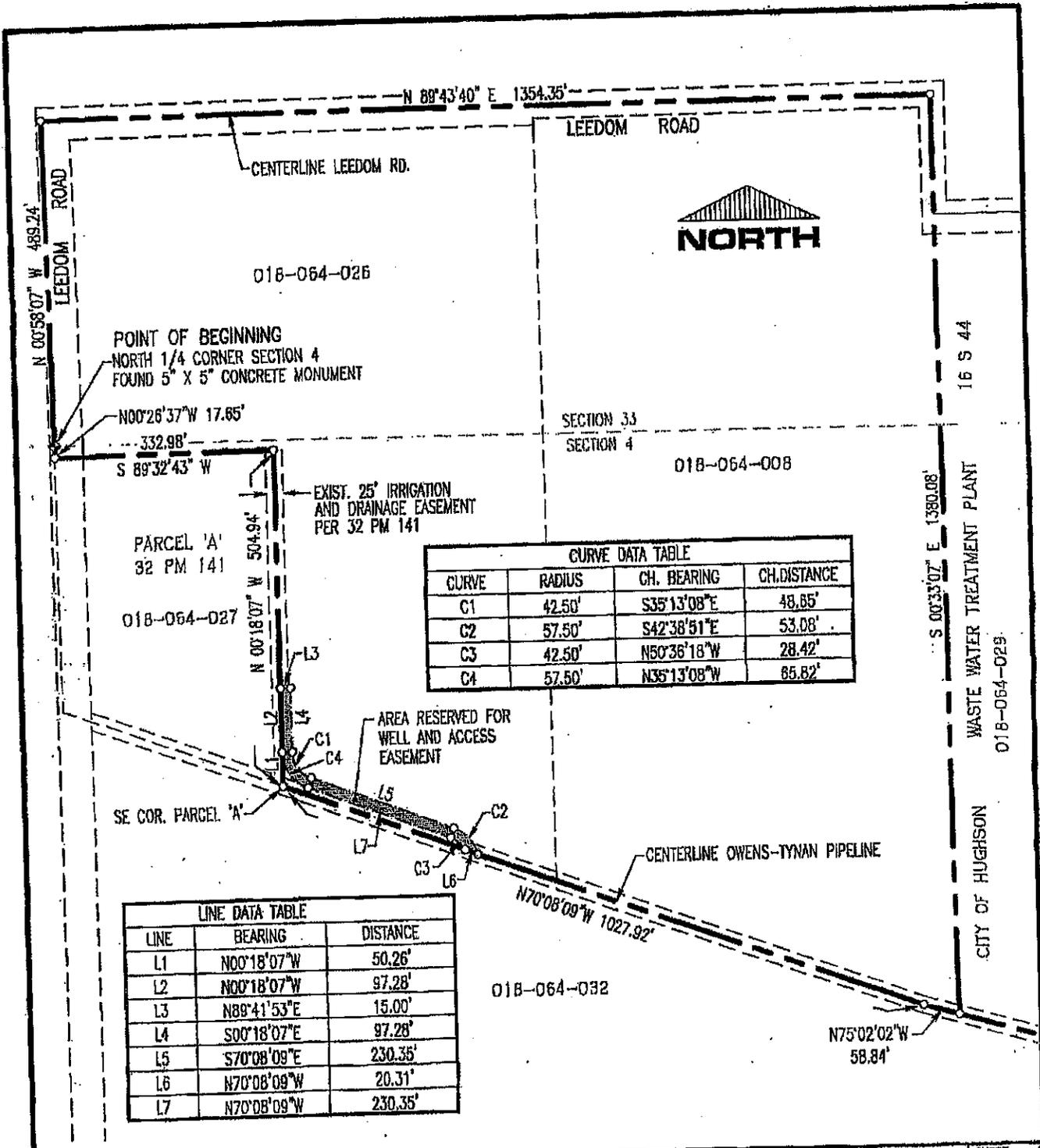
TITLE OR TYPE OF DOCUMENT(s):
FARMING LEASE - AGREEMENT BETWEEN CITY OF
Leedom Road Lease - LEASE - WASTE WATER
TREATMENT PLANT 018-064-026 FOR ORCHARD
FARMING - 5 YEAR LEASE AGREEMENT

No. of PAGES 4 DATE OF DOCUMENT(2): September 27,
2010

September 27, 2010

SIGNER(S) OTHER THAN NAMED ABOVE: Michael
Noeller - August 16, 2010

Though the date requested here is not
required by law, it could prevent
fraudulent reattachment of this form.

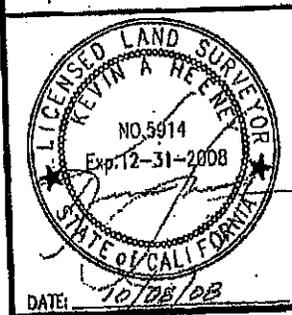


CURVE DATA TABLE

CURVE	RADIUS	CH. BEARING	CH. DISTANCE
C1	42.50'	S35°13'08"E	48.85'
C2	57.50'	S42°38'51"E	53.08'
C3	42.50'	N50°36'18"W	28.42'
C4	57.50'	N35°13'08"W	65.82'

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N00°18'07"W	50.26'
L2	N00°18'07"W	97.28'
L3	N88°41'53"E	15.00'
L4	S00°18'07"E	97.28'
L5	S70°08'09"E	230.35'
L6	N70°08'09"W	20.31'
L7	N70°08'09"W	230.35'



OWNER: FRANCIS NOELLER

A.P.N. 018-064-026

AREAS	ACRES	SQ. FT.
PROPERTY ACQUISITION	31.904	
WELL & ACCESS EASEMENT		6,464

3233 Monitor Circle, Suite 1
 Rancho Cordova, CA 95742
 (916) 638-0919
 (916) 638-2479 Fax

DATE: 10-08-08	DRAWN BY: KAH	SHEET 1 of 1
SCALE: 1"=200'	JOB NO. 07-041-001	
CITY OF HUGHSON		
WWTP UPGRADES & EXPANSION PROJECT		
PROPERTY ACQUISITION		
A PORTION OF THE SE 1/4, SEC. 33, T.3 S., R.10 E. AND THE NE 1/4, SEC. 4, T.4 S., R.10 E., M.D.M. COUNTY OF STANISLAUS STATE OF CALIFORNIA		

M:\07-041-001\Noeller Purchase All.dwg, Layout1, 10/8/2008 2:08:21 PM, kteeney

Exhibit "A"

CITY OF HUGHSON
CITY COUNCIL

RESOLUTION NO. 2010-61

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING A FARMING LEASE WITH MICHAEL NOELLER ON UNUSED CITY PROPERTY ABUTTING THE WASTEWATER TREATMENT PLANT ON LEEDOM ROAD AND AUTHORIZE THE MAYOR TO SIGN THE LEASE

WHEREAS, the City of Hughson has purchased approximately thirty two (32) acres from the Noellers to provide for sufficient expansion capabilities at the City's wastewater treatment plant (WWTP), and

WHEREAS, approximately twelve acres are not presently needed for the expansion project underway at the WWTP but will be needed for expansion of the plant in the future, and

WHEREAS, the City wishes to produce some revenue from this unused property and has entered into negotiations with the Noellers to farm the property in almonds, and

WHEREAS, the City has agreed that the cost of the farming operation will be paid by the Noellers and when the Noellers sell the almond crop the City will receive 20% of the revenue, and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the lease with Michael Noeller and authorizes the Mayor to sign the lease.

It is hereby certified that the foregoing Resolution No. 2010-61 was duly introduced and adopted by the City Council of the City of Hughson at its regular meeting held on this twenty seventh day of September, 2010 by the following roll call votes: (3-2)

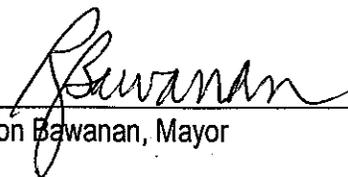
Ayes in favor: Councilmembers Silva, Carr and Mayor Bawanana

Noes: Council Members Young and Beekman

Absent: None

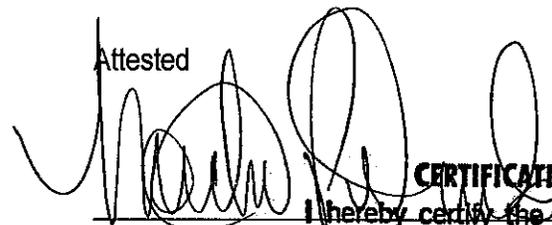
Abstain: None

Approved



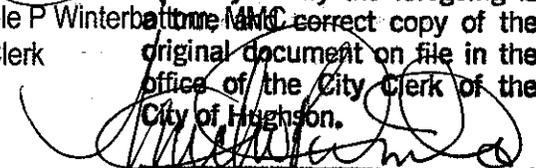
Ramon Bawanana, Mayor

Attested



Michele P Winterbottom
City Clerk

CERTIFICATION
I hereby certify the foregoing is
a true and correct copy of the
original document on file in the
office of the City Clerk of the
City of Hughson.



Michele P Winterbottom
City Clerk

Dated: October 27, 2010



CITY OF HUGHSON AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: November 10, 2014
Subject: Consider Amending the Hughson Municipal Code to Remove Prohibition Regarding Restaurant Related Drive-Throughs
Presented By: Jaylen French, Community Development Director
Approved By: _____

Staff Recommendation:

Introduce and waive the first reading of Ordinance No. 2014-05, amending the Hughson Municipal Code (HMC), Section 17, Zoning Ordinance, to remove current prohibition regarding restaurant related drive-throughs.

Background and Overview:

During staff's work on two potential restaurants in the City, staff discovered that HMC Section 17.02.012.B.1.b. prohibits drive-through windows for restaurant uses.

In reviewing the history of the HMC, past amendments, and in talking with staff and others associated with the City, staff could not determine when or for what specific reasons the prohibition had been adopted. It is unclear if the intent was for environmental reasons, to preserve the small town feel and atmosphere of Hughson or for other reasons.

Previously, City staff brought this issue before the City's Economic Development Committee (EDC) on August 25, 2014 as a discussion item. The purpose of that item was to gauge the EDC member's interest in preserving or removing the drive-through window prohibition, and to discuss the potential benefits and downsides to allowing this use. These include, but are not limited to:

Potential Benefits of Prohibition

- Reduce Noise Impacts
- Lessen Traffic and Traffic Congestion
- Reduce Air Pollution (This issue is questioned by many professionals)
- Preserve Small Town Feel and Atmosphere

- Preserve Current City Image

Potential Detriments of Prohibition

- Inconvenience for the Elderly, Families with Small Children, and the Disabled
- Revenue Seepage to Other Communities
- Provide more Space/Land for Parking

After a lengthy discussion, the EDC members favored carrying the proposed amendment to remove the drive-through window prohibition through the City approval process, i.e. before the Planning Commission and then onto the City Council.

On October 21, 2014, this item was brought before the Planning Commission to review and consider amending the HMC and to begin the process to determine if the proposed amendment is consistent with the Hughson General Plan. The Commission was in favor of moving forward with the proposed amendment

November 6, 2014, a public hearing was held before the Planning Commission to receive public input regarding the proposed amendment. Ultimately, there was no testimony for or against the proposed amendment. Subsequently, the Planning Commission deliberated and rendered a formal recommendation to the City Council that the amendment is consistent with the General Plan, is in the best interest of the City, and to adopt the proposed amendment, removing the prohibition on restaurant related drive-throughs from the Municipal Code.

Staff provided the Commission with the following assessment of the General Plan consistency: After reviewing the General Plan and performing other research, Staff is of the opinion that the proposed amendment is not inconsistent with the General Plan and therefore consistent.

Discussion:

The intent of this item, before the City Council, is to hold a public hearing before the governing body to receive public input regarding the proposed amendment; then to consider amending the Hughson Municipal Code to remove the restaurant related drive-through prohibition.

The Council may approve, modify or disapprove the amendment. If approved, the Amendment will be adopted through ordinance and the amendment will take effect 30 days thereafter.

Staff proposes that the amendment would simply remove the one sentence in Section 17.02.012.B.1.b, which states, "Drive-through windows for restaurants are prohibited."

Fiscal Impact:

There is no fiscal impact associated with the proposed Code amendment.

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2014 - 05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AMENDING MUNICIPAL CODE CHAPTER 17.02.012.B – ZONING DISTRICTS,
COMMERCIAL ZONES, ALLOWED USES**

WHEREAS, the City Council of the City of Hughson previously added Chapter 17.02.012.B. to the Hughson Municipal Code, pertaining to allowed uses in Commercial Zoning Districts; and

WHEREAS, the City of Hughson desires to amend its municipal code to remove the prohibition to restaurant related drive-through windows.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF HUGHSON DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 17.02.012.B is amended in part to read as follows:

“17.02.012.B. Allowed Uses. The uses allowed in commercial districts shall be provided in Table 17.02.032.

1. Exceptions
 - a. Car washes are only allowed with recycled water systems.”

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 4. This ordinance shall become effective thirty (30) days after its final passage.

Section 5. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on, November 10, 2014, and by a unanimous vote of the council members present, further reading was waived.

On motion of councilperson _____, seconded by councilperson _____, the foregoing ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on November 24, 2014, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, City Clerk



CITY COUNCIL AGENDA ITEM NO. 5.2

SECTION 5: PUBLIC HEARING

Meeting Date: November 10, 2014
Subject: Determine that Right-of-Way on Fourth Street between Hughson Avenue and Charo Street Unnecessary for Public Use and Vacate Said Right-of-Way
Enclosures: Resolution No.
Proposed Project Location
Presented By: Jaylen French, Community Development Director
Approved By: _____

Staff Recommendation:

Consider Resolution No. 2014-34, approving the Determination that Right-of-Way on Fourth Street between Hughson Avenue and Charo Street is Unnecessary for Present and Prospective Public Use; and Vacate Said Right-of-Ray (ROW) through Resolution, Contingent on Commencement of Building Construction on the Proposed Site as Approved by the City.

Background and Overview:

Staff has been working with the Embree Group—who is a real estate, engineering and construction firm retained by Dollar General—on a potential store over the last several months. In that time, the Embree Group/Dollar General has begun initial discussions with property owners to secure a site; and with City staff to obtain the necessary permits and entitlements to construct a new store in the City.

On October 1, 2014, the Embree Group formally notified staff that Dollar General had approved moving forward with a location in downtown Hughson. The proposed site is on, and adjacent to, Fourth Street between Hughson Avenue and Charo Street (alley), which is currently being utilized as a public parking lot.

The next step in the planning/development process for the proposed Dollar General Store is to seek city approvals for vacating the Fourth Street ROW.

This item is to hold a public hearing to seek public input regarding whether the ROW is necessary for present and prospective public use. Once all testimony has been heard, the Council can make a determination on whether the ROW Fourth

Street is unnecessary for public use; and can formally vacate the ROW, through Resolution, for use as a future Dollar General retail store.

Initial Vacation Research

According to staff's research, the City does not own the land under the subject area; it simply controls the ROW, which it now utilizes as a public parking lot. Should the City vacate the ROW, the underlying fee title would belong, in equal shares, to the adjacent property owners. Embree Group/Dollar General has recently secured the land through purchase contracts on either side of the subject area. Therefore, if the subject area is vacated, Embree Group/Dollar General would own the land in fee. This would provide the opportunity to construct the proposed retail store.

To arrive at this determination, Staff spoke with the Stanislaus County Surveyors Department, reviewed City incorporation documents, performed general research on similar instances and discussed with City legal counsel. Through this research, the City discovered:

- The ROW predates the incorporation of Hughson as a general law city.
- The City only has ROW for street/roadway purposes (and thus does not own the underlying land in fee).
- At some point in the past, the ROW extended past Whitmore Avenue until the area over the existing school was assumedly vacated, leaving only the truncated ROW south of Hughson Avenue to Charo Street (alley).
- The ROW has not been used for through traffic for well over five (5) consecutive years, but vehicles can access Charo Street (alley).
- The ROW has been utilized as a parking lot for well over five (5) consecutive years.
- No public money has been expended for over five (5) consecutive years on the ROW.

California Streets and Highways Code Sections 8320-8325 set forth a procedure whereby a municipality can vacate right-of-way at its discretion. However, it must conduct a hearing before the governing body, i.e. City Council and accept evidence on whether or not the ROW is unnecessary for present or prospective public use. If it finds that the ROW is not necessary for public use, then the municipality (City Council) may formally vacate the ROW.

Planning Commission Recommendation

At the October 21, 2014 Hughson Planning Commission Meeting, the Planning Commission determined that vacating the subject ROW is consistent with the General Plan and provided a recommendation to the City Council to formally vacate the ROW contingent on commencement of building construction on the proposed site as approved by the City. Should the proposed Dollar General building not move forward, the site will remain as is.

Discussion:

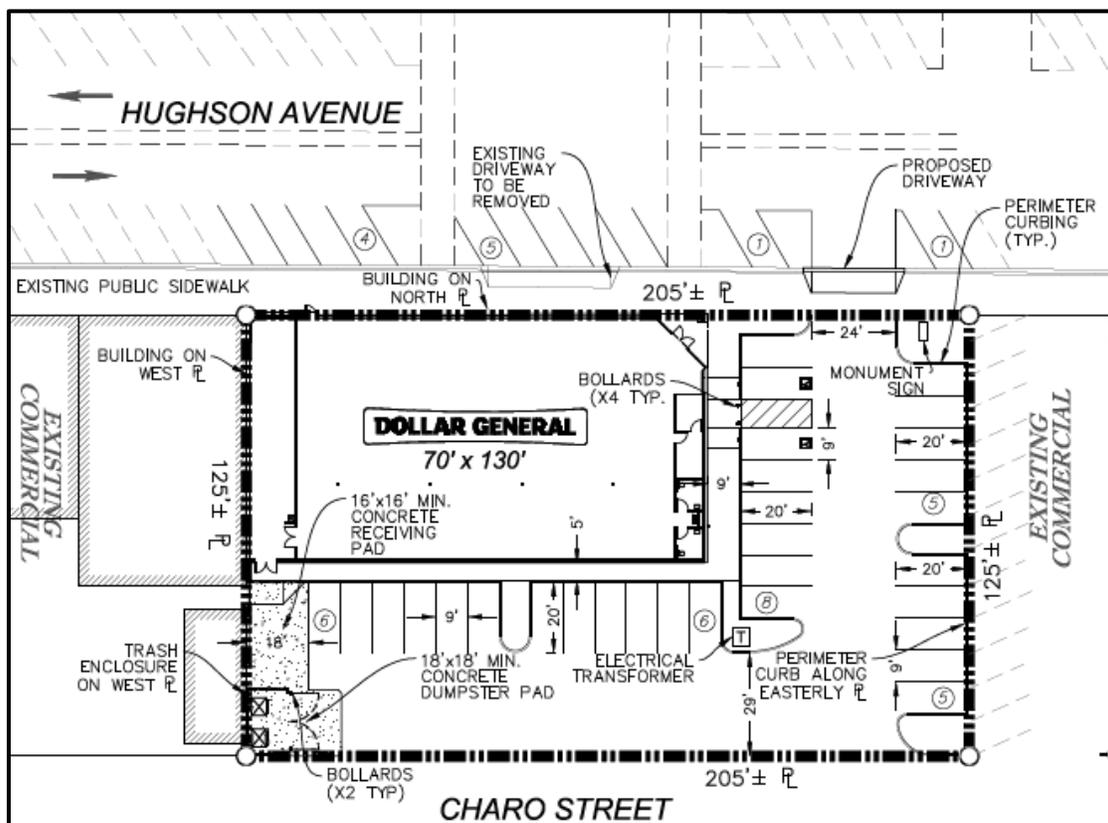
The subject area is currently designated Downtown Commercial in the Hughson General Plan and is zoned General Commercial (C-2). The Downtown Commercial designation allows for general commercial and services that serve the entire community. The role of this designation is to preserve the City's traditional commercial core as the primary pedestrian-focused commercial area for Hughson.

According to the General Plan, "[Downtown] is the commercial and social center of Hughson." Many General Plan goals, policies and actions, as well as other planning documents, speak to preserving the downtown as the commercial hub of the City.

Proposed Use

The previous section spoke to the potential conformity of vacating the ROW, i.e. conformity with the land use designation and General Plan policies. Further, the proposed use and site layout is consistent with City goals and policies.

Staff strongly encouraged, and presently Dollar General is proposing, a building oriented on the site that would match the other downtown buildings in this area and would help to preserve the pedestrian focus.



The City of Hughson has initiated and is continuing to revitalize its downtown area and transform Hughson Avenue into a more pedestrian-oriented and commercially vibrant "Main Street".

The proposed use helps to revitalize the downtown and enhance the commercial vibrancy through the construction of a new building, for retail purposes.

Further, the subject ROW is currently utilized as a public parking lot. It is staff's opinion that there is sufficient parking in the downtown generally and sufficient parking in the subject area. In addition, the Dollar General site will provide 30 off-street parking spaces.

Fiscal Impact:

There is no fiscal impact associated with vacating the Fourth Street ROW, as this area is currently being utilized as a free public parking lot.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO 2014-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
VACATING CITY OWNED RIGHT-OF-WAY ON FOURTH STREET BETWEEN
HUGHSON AVENUE AND CHARO STREET PURSUANT TO STREETS AND
HIGHWAY CODE SECTION 8324**

WHEREAS, on October 1, 2014, the Embree Group/Dollar General formally agreed to move forward with the construction of a Dollar General store in downtown Hughson adjacent to Fourth Street between Hughson Avenue and Charo Street; and

WHEREAS, according to Staff's research, while the City does not own said land, it owns a right-of-way as described in Attachment "A" (hereinafter "Right-Of-Way"), which was formerly used as a street and is now used as a public parking lot; and

WHEREAS, the California Streets and Highways Code Sections 8320-8325 set forth a procedure whereby a municipality, upon providing proper notice, may vacate a right-of-way at its discretion after conducting a public hearing before the governing body to accept evidence on whether right-of-way is necessary for present or prospective public use; and

WHEREAS, on October 21, 2014 the Hughson Planning Commission determined that vacating said Right-Of-Way is consistent with the Hughson General Plan, and provided a recommendation to the City Council to formally vacate said Right-Of-Way; and

WHEREAS, on November 10, 2014, after proper notice was given, the Hughson City Council held a duly noted Public Hearing to solicit public input/evidence on the necessity of present and prospective public use of said Right-Of-Way, and it determined that no need existed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hughson finds, based on all the evidence submitted at the public hearing, that the Right-Of-Way described in Attachment "A" hereto is unnecessary for present or prospective public use,

THEREFORE, IT IS FURTHER RESOLVED by the City Council of the City of Hughson hereby vacates the Right-Of-Way on the condition that construction begins on the property burdened by the Right-Of-Way and that this Resolution not be recorded until that occurrence.

THEREFORE, IT IS FURTHER RESOLVED by the City Council of the City of Hughson that the City Manager is authorized to prepare and execute any documents necessary to complete the vacation of the Right-Of-Way consistent

with the Resolution.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 10th day of November 2014 by the following roll call vote;

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

DOMINIQUE SPINALE, City Clerk

Attachment “A”

(Will be presented at Council Meeting)





CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: November 10, 2014
Subject: Approve Selection of Willdan Engineering for Contract City Engineering Services and Direct Staff to Negotiate the Related Contract
Presented By: Jaylen French, Community Development Director
Approved By: _____

Staff Recommendation:

Approve selection of Willdan Engineering for City Engineering services resulting from the City's Request for Proposal (RFP) process and direct staff to enter into contract negotiations with selected the firm.

Background and Overview:

The City's current contract for consultant City Engineering services with MCR Engineering is set to expire on Wednesday, December 31, 2014. The original two-year contract, which commenced in November 2009, was extended twice: the first extension was for two years and the second extension was for one additional year, for a total contract term of 5 years.

Based on City Council's general direction—to go through the Request for Proposal (RFP) process for all city services and studies/plans—staff released a RFP on Wednesday, September 17, 2014 to solicit proposals from qualified engineering firms to provide professional contract City Engineering services.

Proposals were due on Friday, October 24, 2014. The City received just one proposal from Willdan Engineering. After discussion with the City Manager, staff decided that the best course of action was to complete the RFP process as described—and to review the received proposal to evaluate against the City's needs. After review, both the City Manager and Community Development Director agreed that the proposal submitted by Willdan Engineering could fully meet the City's engineering needs and the consulting firm could satisfactorily perform the requested duties. Staff decided to move forward with the interview as described in the RFP.

On Tuesday, November 4, 2014, the City Manager and Community Development Director, held an interview with Willdan Engineering as part of the RFP and selection process to help fully evaluate the consulting team and to provide more information to help form a recommendation to the City Council.

Discussion:

The intent of this item is to seek Council approval of the recommended consultant firm for contract City Engineering services and to seek direction from Council to negotiate a contract with the identified firm. The contract term identified in the RFP is for a two-year contract with an optional two year extension by mutual consent.

Ultimately, the negotiated contract will come back before the council for final approval.

The following is staff's evaluation of the recommended consulting firm:

Overall the proposal was very good. The approach, tone and mind-set of the proposal fit well with the City's needs and expectations. The proposal established a team that appeared to be tailored to a small agency and which has availability to the City both via phone/email and in person. The firm appears to have the expertise and experience to handle all engineering issues that the City will have. In addition, Willdan has the ability to provide strong quality assurance/quality control (QA/QC) protocols, in-house traffic surveys and counts, a web-based project management tool to manage workload and track progress, interactive electronic plan review tool, and other services that could benefit the City.

Willdan has identified a proposed City Engineer and sole point of contact for the City, Peter Rei, PE, LS, who has ample municipal experience, especially in smaller, rural municipalities. Mr. Rei will be almost exclusively available to the City of Hughson.

Mr. Rei was most recently the Director of Public Works/Executive Director of the Local Transportation Commission, County of Mariposa for the last 3 years and before that was the Director of Public Works/Executive Director of the Tuolumne County Transportation Council, County of Tuolumne for the prior 12 years. He was also the Deputy Director of Public Works (Engineering) for the County of Humboldt for nearly 7 years from 1992 to 1999.

In addition to the identified City Engineer, Willdan has compiled a team that can provide personal interaction and hands-on service, but as a firm, can offer the resources of a community much larger. In essence, the City of Hughson will have access, if needed, to all Willdan resources and the nearly 300 Willdan Engineering employees. Although Willdan provides other services, such as financial; staff augmentation is their hallmark service. In their words, it is what they know best and what they excel at.

Willdan is willing to provide a staffing arrangement that works best for the City, but they proposed having the City Engineer be available one to two days per week in

an office in Hughson. Further, they proposed holding regular and consistent office hours so that all parties are aware of when the Engineer would be available.

Despite the fact that the City received just one proposal, based on staff's review of the submitted proposal and the subsequent interview, staff recommends that the City of Hughson enter into an initial two-year contract with Willdan Engineering for contract City Engineering services.

Fiscal Impact:

It is estimated that the total fiscal impact will be similar to the existing engineering contract. This will of course depend on the amount of engineering work required. Staff is of the opinion that in the upcoming months and years engineering work will increase as development interest begins to strengthen. Nevertheless, the billing rate of the proposed City Engineer is \$154 per hour, whereas the existing City Engineer's billing rate is \$150 per hour. The annual costs for City Engineering services are included in the City's Adopted Final Budget.



CITY OF HUGHSON
SPECIAL
PLANNING COMMISSION MEETING
 City Hall Council Chambers
 7018 Pine Street, Hughson, CA

AGENDA
THURSDAY, NOVEMBER 6, 2014 – 6:00 P.M.

CALL TO ORDER: Chair Julie Ann Strain

ROLL CALL: Chair Julie Ann Strain
 Vice Chair Karen Minyard
 Commissioner Sanjay Patel
 Commissioner Mark Fontana
 Commissioner Ken Sartain

FLAG SALUTE: Chair Julie Ann Strain

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

Members of the Audience may address the Planning Commission 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 Planning Commission 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. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

2.1: Consider Amending the Hughson Municipal Code (HMC), Section 17, Zoning Ordinance, to Remove Current Prohibition Regarding Restaurant Related Drive-Throughs and Forward Recommendation onto the City Council.

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the Planning Commission 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:

November 10	▪ City Council Meeting, City Council Chambers, 7:00 P.M.
November 11	▪ Veteran’s Day- City Hall Closed in Observance
November 12	▪ Parks & Recreation Commission Meeting, City Council Chambers, 6:00 P.M.
November 15	▪ United Samaritans Annual Legacy of Hope Event, St. Anthony’s Church
November 18	▪ Planning Commission Meeting, City Council Chambers, 6:00 P.M.
November 22	▪ Community Thanksgiving Dinner, Senior Community Center, 2-6:00 P.M.
November 22-23	▪ 20 th Century Club’s Arts & Crafts Faire, Hughson High School

RULES FOR ADDRESSING PLANNING COMMISSION

Members of the audience who wish to address the Planning Commission 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 Planning Commission 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: November 5, 2014 **TIME:** 10:00am
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 Planning Commission shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The Hughson Planning Commission meets in the Council Chambers on the *third Tuesday* of each month at 6:00 p.m., unless otherwise noticed.

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

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



**CITY OF HUGHSON
PARKS & RECREATION COMMISSION REGULAR
MEETING**

CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

**AGENDA
WEDNESDAY, NOVEMBER 12, 2014 – 6:00 P.M.**

CALL TO ORDER: Chair Billy Redding

ROLL CALL: Chair Billy Redding
Commissioner Raymond Lopez
Commissioner Matt House
Commissioner Tamara Thomas

FLAG SALUTE: Chair Billy Redding

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

Members of the audience may address the Commission 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 Commission 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. NEW BUSINESS:

- 2.1:** Introduction of newly appointed Commissioners.
- 2.2:** Conduct Nominations and Elect a Chair and Vice Chair.
- 2.3:** Approve the Minutes of the August 12, 2014 Parks and Recreation Meeting.

3. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

4. INFORMATIONAL ITEMS:

4.1: Review and Discuss the Proposed Acquisition and Development of the Proposed Seventh Street Community Park.

5. COMMENTS:

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

Community Development Director:

5.2: Commissioner Comments: (Information Only – No Action)

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the Commission 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:

November 15	▪ United Samaritans Annual Legacy of Hope Event, St. Anthony’s Church
November 18	▪ Planning Commission Meeting, City Council Chambers, 6:00 P.M.
November 22	▪ Community Thanksgiving Dinner, Senior Community Center, 2-6:00 P.M.
November 22-23	▪ 20 th Century Club Arts & Crafts Fair, 9:00am-4:00pm, Hughson High School
November 27-28	▪ Thanksgiving Holiday – City Hall will be Closed
November 29	▪ Downtown Christmas Festival, www.hughsonchamber.org

RULES FOR ADDRESSING THE COMMISSION

Members of the audience who wish to address the Commission 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.**

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NOTIFICATION FOR THE CITY OF HUGHSON**

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AFFIDAVIT OF POSTING

DATE: November 7, 2014 **TIME:** 5:00pm
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 Commission shall be in English and anyone wishing to address the Commission is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The Hughson Parks & Recreation Commission meets in the Council Chambers on the second Tuesday of each month at 6:00 p.m., unless otherwise noticed.

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

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