



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

**AGENDA
MONDAY, JANUARY 26, 2015 – 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 January 12, 2015.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the Treasurer’s Report for November 2014.
- 3.4: Consider Resolution No. 2015-02, Authorizing Staff to Dispose of Surplus Property as required in the Hughson Municipal Code, Chapter 3.08.
- 3.5: Approve the Professional Service Agreement with MCR Engineering for Contract Municipal Water Engineering and Planning Services and Authorize the Mayor to Execute the Professional Service Agreement with MCR Engineering.

4. UNFINISHED BUSINESS:

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1: Discuss and provide direction to City staff on the draft Request for Proposals (RFP) for the Collection and Transportation of Refuse in the City of Hughson.

7. CORRESPONDENCE:

- 7.1: Update of the Hatch Road and Santa Fe Avenue Signal Project.
- 7.2: Economic Development Committee Agenda for January 26, 2015.

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:

February 9	▪ City Council Meeting, City Hall Council Chambers, 7:00 P.M.
February 10	▪ Parks & Recreation Commission Meeting, City Hall Chambers, 6:00 P.M.
February 11	▪ 2+2 City/Fire Committee, Fire District Office, 5:30 P.M.
February 12	▪ City Hall Closed – Lincoln’s Birthday
February 16	▪ City Hall Closed – Washington’s Birthday
February 17	▪ Planning Commission Meeting, City Hall Council Chambers, 6:00 P.M.
February 23	▪ State of the City Address-Special Council Meeting, Samaritan Village, 6:00 P.M.

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: January 23, 2015 **TIME:** 5:00pm
NAME: Dominique Spinale- Romo **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



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

Meeting Date: January 26, 2015
Subject: Approval of the City Council Minutes
Presented By: Dominique Spinale Romo, Assistant to the CM/City Clerk

Approved By: _____

Staff Recommendation:

Approve the Regular Meeting Minutes of January 12, 2015 session.

Background and Overview:

The draft minutes of the January 12, 2015 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, JANUARY 12, 2015 – 7:00 P.M.**

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
Councilmember Jill Silva
Councilmember George Carr
Councilmember Harold Hill

Absent: Mayor Pro Tem Jeramy Young

Staff Present: Raul L. Mendez, City Manager
Daniel J. Schroeder, City Attorney
Jaylen French, Community Development Director
Dominique Spinale, Assistant to the City Manager/City Clerk
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):

No Public Comments.

2. PRESENTATIONS:

2.1: Certificate of Recognition to Elias Ruiz for Innovation, as Winner of the Stanislaus Innovation Challenge through his Feather Raft Entry and Act of Heroism, rescuing a man from possible drowning in the Tuolumne River.

Mayor Beekman presented Mr. Ruiz and his Family a Certificate of Recognition and made the following statement:

"On behalf of the Hughson City Council, I would like to present a Certificate of Recognition to Elias Ruiz, a resident of Hughson, for Innovation, as Winner of the Stanislaus Innovation Challenge through his Feather Raft Entry and Act of Heroism in rescuing a man from possible drowning in the Tuolumne River. I would like to congratulate Elias for his innovation and recent award to help advance his Feather Raft prototype. I would encourage him to meet with our staff to learn about the City's business assistance programs. This is exactly the type of business venture it was designed to support. More importantly, I would like to extend our appreciation to Elias for his act as a Good Samaritan. During these times, it is important to stop and appreciate the extraordinary actions of our residents."

Mr. Ruiz thanked the City Council and talked about his experience with the Innovation Challenge and rescuing a man from drowning in the Tuolumne River.

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 December 8, 2014.
- 3.2: Approve the Warrants Register.
- 3.3: Adopt Resolution No. 2015-01, Renewing the Wastewater Discharge Permit for the Dairy Farmers of America Milk Processing Facility located at 2331 Tully Road and Authorizing the City Manager to Execute the Permit.
- 3.4: Approve the Revised City of Hughson Goals and Objectives.

HILL/CARR 4-0 (YOUNG- Absent) motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS:

- 4.1: Authorize the City Manager to Execute the State of California-Natural Resources Agency Department of Parks and Recreation Grant Contract from the Land and Water Conservation Fund for the Seventh Street Acquisition Project 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 upon Resolution of Outstanding Title Issues and Authorize the City Manager to provide Proper Notice with

Findings to Appropriate Agencies and Parties since the Transaction Involves Land within an Agricultural Preserve.

City Manager Mendez presented the Staff Report on this item, advising the Council that staff requested and was granted a thirty (30) day extension by the State, in order to properly research some items of concern that came up during a property title search conducted by the City Attorney's Office in the process of following the notice requirements for the acquisition of this property.

Attorney Schroeder advised that these items were related to the notice of procedures regarding the Williamson Act and two easement restrictions filed on the property from 1907. Staff will research the items and work to resolve them within the thirty day extension.

SILVA/BEEKMAN 4-0 (YOUNG- Absent) motion passes to direct staff to issue findings that the location is not based primarily on a consideration of the lower cost of acquiring land in an agricultural preserve, and that if the land is agricultural land covered under the Williamson Act Contract, that there is no other land within or outside the preserve on which it is reasonably feasible to locate the public improvement.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS: NONE.

7. CORRESPONDENCE:

7.1: Update of the Hatch Road and Santa Fe Avenue Signal Project.

7.2: 2+2 Committee Agenda with School District for January 12, 2015.

7.3: Parks and Recreation Commission Agenda for January 13, 2015.

8. COMMENTS:

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

City Manager:

City Manager Mendez updated the Council on the thank you letter received from Pastor Denice Leslie regarding the Thanksgiving Dinner that was held at the Senior Community Center. He also reminded the Council of the LOVE Hughson planning meeting scheduled on January 15, the Chamber of

Commerce Board of Directors Meeting scheduled on January 14, and the Goals & Objectives Workshop scheduled for this Saturday, January 17.

City Clerk:

City Clerk Spinale provided an update on the status of the Citywide Income Survey, related to the Well No. 7 Replacement Project (Well No. 9).

Community Development Director:

Director French updated the Council on the businesses opening with assistance from the business incentive programs offered by the City, the Tully Road Project, the Starn Park Play Structure Replacement, Dollar General Project, and the CMAQ Application for the Whitmore Avenue Sidewalk Project.

Director of Finance:

Police Services:

City Attorney:

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

Councilmember Carr updated the Council his attendance at the new Sierra Vista Facility, and advised that the Hughson Family Resource Center was discussed as the model program for other centers to grow. He also advised them of the Ag Boosters Crab Feed on March 7 and the Ag Boosters Dinner and Auction Fundraiser on February 7.

Councilmember Silva updated the Council on her attendance at the School 2+2 Meeting.

Councilmember Hill updated the Council on his attendance at the Annual League of California Cities Holiday Dinner and congratulated Mayor Beekman on his interview with Charter Communications on the Seventh Street Park Project.

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

Mayor Beekman updated the Council on his attendance at the Chamber Mixer in December, and then discussed with the Council the feasibility of a community swimming pool, advising that if the City were to move forward with a pool, it needs constituent support.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

10. REPORT FROM CLOSED SESSION: NONE.

ADJOURNMENT:

CARR/BEEKMAN motion passes to adjourn the meeting at 8:00 P.M.

MATT BEEKMAN, Mayor

DOMINIQUE SPINALE ROMO, City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: January 26, 2015
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 January 12, 2015 through January 22, 2015.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

fw

REPORT.: Jan 22 15 Thursday
RUN.....: Jan 22 15 Time: 15:57
Run By.: KATHY DAHLIN

City of Hughson
Cash Disbursement Detail Report
Check Listing for 01-15 Bank Account.: 0100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Payment Information	
					Invoice #	Description
45984	1/12/2015	ATT01	AT&T	\$ 23.79	B50112	PHONE
45985	1/12/2015	ATT02	AT&T MOBILITY	\$ 117.63	B50112	WIRELESS
45986	1/12/2015	ATT03	AT&T	\$ 14.58	6078031	PHONE
45987	1/12/2015	AVA00	AVAYA, INC	\$ 101.83 \$ 79.45	273332799 273332800	PHONE PHONE
Check Total:				\$ 181.28		
45988	1/12/2015	BUD00	BUDGET TIRE	\$ 624.23	1-TR6467	TIRES FOR PWG & RIDING MOWER
45989	1/12/2015	CAR10	CARROT-TOP INDUSTRIES	\$ 3,228.00	24565500	CUSTOM DIGITAL VINYL BANNER
45990	1/12/2015	CCA02	CCAC	\$ 90.00	767	2015 RENEWAL APPLICATION
45991	1/12/2015	CEN14	CENTRAL JANITOR'S SUPPLY	\$ 1,412.47	B50109	MISC SANITARY SUPPLIES
45992	1/12/2015	CHA01	CHARTER COMMUNICATION	\$ 163.01 \$ 169.93	B50112 C50112	IP ADDRESS - CITY HALL IP ADDRESS - PW SHOP
Check Total:				\$ 332.94		
45993	1/12/2015	CON14	CONDOR EARTH TECHNOLOGIES	\$ 2,584.40 \$ 2,247.25	69911 69965	GW MONITORING MS4 SW GENERAL PERMIT SUPPORT
Check Total:				\$ 4,831.65		
45994	1/12/2015	DEP08	DEPT. OF CONSERVATION	\$ 535.62	B50109	QTRLY SMIP FEES
45995	1/12/2015	DON01	DON'S MOBILE GLASS	\$ 143.83	98716	REPLACE WINDOW DUE TO VANDALISM
45996	1/12/2015	ENV02	ENVIRONMENTAL SYSTEMS	\$ 1,788.93	27025	STREET SWEEPING
45997	1/12/2015	EXP00	EXPRESS PERSONNEL SERVICE	\$ 910.41 \$ 1,399.17 \$ 1,132.40 \$ 1,025.12	150847416 151639408 151927688 152167284	EXTRA HELP 11/30 EXTRA HELP 12/14/14 EXTRA HELP 12/21 EXTRA HELP - 12/28/14
Check Total:				\$ 4,467.10		
45998	1/12/2015	EZN00	EZ NETWORK SOLUTIONS	\$ 2,617.15	TS28922	IT SERVICES 12/2014
45999	1/12/2015	FER06	FERNANDEZ, BLANCA FLOR	\$ 210.00	B50109	DAMAGE DEPOSIT/KEY DEPOSIT
46000	1/12/2015	GEO01	GEOANALYTICAL LABORATORIE	\$ 55.00 \$ 30.00 \$ 402.50 \$ 440.78 \$ 30.00	A4L0201 A4L0904 A4L0938 A4L0939 A4L1602	WWTP WEEKLY ARSENIC TESTING SW MONTHLY WELLS DW MONTHLY DOMESTICS ARSENIC TESTING
46000	1/12/2015	GEO01	GEOANALYTICAL LABORATORIE	\$ 30.00	A4L2301	ARESENIC TESTING
Check Total:				\$ 988.28		
46001	1/12/2015	GIB00	GIBBS MAINTENANCE CO	\$ 685.00	17265	JANITOR SVCS DECEMBER
46002	1/12/2015	GRA03	W.W. GRAINGER, INC.	\$ 113.65	961064245	AC FILTERS

46003	1/12/2015	HER16	HERNANDEZ, ELIDA	\$	285.00	B50112	REFUND RENT - HALL 4/18
46004	1/12/2015	HOM01	THE HOME DEPOT CRC	\$	246.38	B50109	BULBS
46005	1/12/2015	HUG03	HUGHSON CHRONICLE	\$	159.20	105946	LEGAL #9438 AMENDING MUNICIPAL CODE
				\$	250.00	106009	MAYOR AD
			Check Total:	\$	409.20		
46006	1/12/2015	HUG11	HUGHSON FARM SUPPLY	\$	53.64	B50109	SPRAY PAINT/CHAIN/DUSTER
46007	1/12/2015	HUG28	HUGHSON TIRE	\$	270.00	598286	TIRES FOR GATOR
46008	1/12/2015	JOB00	JOBS AVAILABLE INC.	\$	273.00	1501015	FINANCE DIRECTOR AD
46009	1/12/2015	MAS01	MASSONE PAINTING	\$	450.00	B50109	MONUMENT REPAIR
46010	1/12/2015	MCR01	MCR ENGINEERING, INC	\$	5,836.00	10578	ENGINEER SVCS 11/14
46011	1/12/2015	NEU01	NEUMILLER & BEARDSLEE	\$	1,200.00	266186	LEGAL SVCS 11/30
				\$	4,992.48	266187	LEGAL SVCS GENERAL 11/14
				\$	367.50	266188	LEGAL SVCS
			Check Total:	\$	6,559.98		
46012	1/12/2015	OFF06	OFFICE TEAM	\$	674.52	41982463	EXTRA HELP
				\$	240.24	42027253	EXTRA HELP 12/26
			Check Total:	\$	914.76		
46013	1/12/2015	OPE01	OPERATING ENGINEERS LOCAL	\$	329.00	B50112	LOCAL UNION #3 DUES
46014	1/12/2015	PGE01	PG & E	\$	599.82	B50112	UTILITIES
46015	1/12/2015	POS01	POSTAGE BY PHONE	\$	700.00	B50112	POSTAGE REFILL
46016	1/12/2015	QUI03	QUICK N SAVE	\$	91.75	B50109	UNLEADED FUEL
46017	1/12/2015	SAF01	SAFETLITE	\$	148.52	311150	SANDBAGS
46018	1/12/2015	SAN05	SAN JOAQUIN VALLEY	\$	356.60	N109026	15/16 ANNUAL PERMITS TO OPERATE #N5079
				\$	117.00	N109027	15/16 ANNUAL PERMITS TO OPERATE
			Check Total:	\$	473.60		
46019	1/12/2015	SAU00	SAUNDERS A/C & HEATING	\$	998.54	T7275	BI ANNUAL SERVICE TO A/C UNITS IN CITY
46020	1/12/2015	STA13	STATE WATER RESOURCES	\$	80.00	B50109	D2 LICENSE RENEWAL FEE RAYA
46021	1/12/2015	STE07	STEELEY, JARED WATER & WA	\$	1,500.00	35804	CONSULTING SERVICE FOR WATER DEPT
46022	1/12/2015	TUR12	TURLOCK, CITY OF	\$	89.00	2015-12	CNG FUEL
46023	1/12/2015	USA01	USA BLUE BOOK	\$	98.32	515539	WATER DEPT WATER SUPPLIES
46024	1/12/2015	USA02	USA MOBILITY	\$	11.67	Y0190776A	PAGER
46025	1/12/2015	WAR00	WARDEN'S OFFICE	\$	304.27	1847404-0	OFFICE SUPPLIES
46026	1/12/2015	WIL01	CORBIN WILLITS SYSTEM	\$	571.40	B412151	ENHANCEMENT & SERVICE FEE
46027	1/12/2015	WIL05	WILLE ELECTRIC	\$	86.10	S16253701	BATTERIES FOR WELL #8
46028	1/12/2015	\A006	AYALA, LORENA & ANTONIO	\$	71.12	000B50101	MQ CUSTOMER REFUND FOR AYA0004

46029	1/12/2015	\B005	BRADEN, RICHARD	\$	95.84	000B50101	MQ CUSTOMER REFUND FOR BRA0038
46030	1/12/2015	\C014	CIPPONERI, JOSEPHINE	\$	58.24	000B50101	MQ CUSTOMER REFUND FOR CIP0004
46031	1/12/2015	\H013	HOUSE, DONNA	\$	126.12	000B50101	MQ CUSTOMER REFUND FOR HOU0051
46032	1/12/2015	\K003	KIPER DEVELOPMENT,	\$	26.44	000B50101	MQ CUSTOMER REFUND FOR KIP0033
46033	1/12/2015	\M010	MANLEY APARTMENTS,	\$	236.88	000B50101	MQ CUSTOMER REFUND FOR MAN0003
46034	1/12/2015	\S004	SEASTROM, SARAH	\$	359.90	000B50101	MQ CUSTOMER REFUND FOR SEA0001
46035	1/12/2015	RAY05	RAYA, NEIL	\$	1,005.00	B50112	REIMB EXPENSE FOR BACKFLOW TESTING KIT
46036	1/12/2015	STA13	STATE WATER RESOURCES	\$	180.00	B50112	WW GRADE 2 EXAM FEE N. RAYA
46037	1/12/2015	STA13	STATE WATER RESOURCES	\$	350.00	C50112	WW GRADE 3 EXAM FEE J.VELAZQUEZ
46038	1/13/2015	ALL07	ALLEY INSURANCE SERVICE,	\$	592.00	1001	HEALTH PLAN CONSULTING 1/15
46039	1/13/2015	BOR02	BORGES CONSTRUCTION	\$	3,000.00	15212	BUSINESS INCENTIVE PROGRAM-
46040	1/13/2015	CHA01	CHARTER COMMUNICATION	\$	65.37	B50113	IP ADDRESS - PW SHOP
46041	1/13/2015	HOM01	THE HOME DEPOT CRC	\$	57.97	53940	BALLAST
46042	1/13/2015	LEG01	LEGAL SHIELD	\$	51.80	B50113	LEGAL SVCS
46043	1/13/2015	PIZ01	PIZZA FACTORY	\$	89.95	B50113	MEETING EXPENSE 1/12
46044	1/13/2015	SIE03	SIERRA VISTA	\$	50.00	B50113	ANNUAL YOUTH MENTORING MEETING MENDEZ, SPINALE
46045	1/21/2015	ABS00	ABS PRESORT	\$	900.82	96904	STATEMENTS 1/15
46046	1/21/2015	AFL01	AFLAC	\$	1,000.68	313642	AFLAC
46047	1/21/2015	ARR00	ARROWHEAD MOUNTAIN SPRING	\$	35.09	15A000256	BOTTLE WATER
46048	1/21/2015	CAL32	CSMFO	\$	110.00	B50120	2015 CSMFO MEMBERSHIP RENEWAL
46049	1/21/2015	CAL49	CALIFORNIA STATE ASSOCIAT	\$	125.00	29213	JOB POSTING FINANCE DIRECTOR
46050	1/21/2015	CIT16	CITIZENS BUSINESS BANK	\$	86,736.28	B50121	INSTALLMENT SALE AGREEMENT
46051	1/21/2015	COC00	COCO'S TAQUERIA	\$	105.50	B50120	MEETING EXPENSE 1/17/15
46052	1/21/2015	FON00	ANTHONY FONTANA	\$	60.00	B50120	QAC RENEWAL
				\$	55.00	C50120	WATER TREATMENT GRADE 1 CERT
				\$	80.00	D50120	WATER DISTRIBUTION GRADE 2 CERT
			Check Total:	\$	195.00		
46053	1/21/2015	HUG03	HUGHSON CHRONICLE	\$	35.00	B50120	ANNUAL RENEWAL
46054	1/21/2015	HUG11	HUGHSON FARM SUPPLY	\$	29.04	H123011	TOWING KIT
				\$	34.67	H123125	SHACKLE, CLEVIS 1/2"
				\$	40.75	H123304	PVC FITTINGS
				\$	32.70	H123403	REPAIR KIT, BOLT
			Check Total:	\$	137.16		
46055	1/21/2015	MCR01	MCR ENGINEERING, INC	\$	1,740.00	10644	ENGINEERING SVCS 12/14
46056	1/21/2015	MOS01	MOSS, LEVY & HARTZHEIM, L	\$	9,000.00	5758	COMPLETION OF 6/30/14 AUDIT

46057	1/21/2015	OFF06	OFFICE TEAM	\$ 147.84	42097932	EXTRA HELP 1/2/15
				\$ 746.40	42125689	EXTRA HELP
			Check Total:	\$ 894.24		
46058	1/21/2015	PAC05	PACIFIC PLAN REVIEW	\$ 7,654.35	B50121	CONTRACT SRVCS PLANNING/B
46059	1/21/2015	PER02	CaIPERS	\$ 1,020.00	14451218	1959 SURVIVOR BENEFIT 7/1/14-6/30/15
				\$ 120.00	14452697	1959 SURVIVOR BENEFIT 7/1/14-6/30/15
			Check Total:	\$ 1,140.00		
46060	1/21/2015	RIC04	RICOH USA, INC	\$ 1,950.97	93968054	COPIER LEASE
46061	1/21/2015	SAF01	SAFETLITE	\$ 2,237.32	310608	58 STREET SIGNS
46062	1/21/2015	SHR02	SHRED-IT CENTRAL CA	\$ 129.34	940475808	SHREDDING
46063	1/21/2015	STA01	STANISLAUS COUNTY	\$ 3,602.85	44016	ELECTION COSTS FOR 11/4/14
46064	1/21/2015	STA47	STANISLAUS COUNTY SHERIFF	\$ 9,763.55	1415-089	SLESF - DEPUTY 10/14
				\$ 7,904.02	1415-090	SLESF - EXTRA PATROL 11/14
				\$ 63,402.78	1415-107	LAW ENFORCEMENT SVCS & VEHICLE REPLAC 11/14
				\$ 11,189.60	1415-108	SLESF - DEPUTY 11/14
				\$ 4,684.22	1415-109	SLESF - EXTRA PATROL 11/14
			Check Total:	\$ 96,944.17		
46065	1/21/2015	TID01	TURLOCK IRRIGATION DIST.	\$ 24,253.43	B50121	ELECTRIC
46066	1/21/2015	VIS01	VISUAL HORIZONS CUSTOM SI	\$ 213.10	B50121	SIGN FOR MAGNOLIA FARMHOUSE MARKET
46067	1/21/2015	EMP01	STATE OF CALIFORNIA	\$ 3,192.35	B50121	PAYROLL 1/15/15
46068	1/21/2015	HAR02	THE HARTFORD	\$ 454.66	B50121	DEFERRED COMPENSATION
46069	1/21/2015	PER01	P.E.R.S.	\$ 8,427.62	B50121	RETIREMENT
46070	1/21/2015	STA23	CaIPERS SUPPLEMENTAL INCO	\$ 370.00	B50121	DEFERRED COMPENSATION
46071	1/21/2015	UNI07	UNITED WAY OF STANISLAUS	\$ 2.00	B50121	UNITED WAY
46073	1/22/2015	AVA00	AVAYA, INC	\$ 101.83	273335374	PHONE -CITY HALL
				\$ 79.45	273335380	PHONE - POLICE DEPT
			Check Total:	\$ 181.28		
46074	1/22/2015	ENV02	ENVIRONMENTAL SYSTEMS	\$ 1,788.93	27046	STREET SWEEPING 1/15
46075	1/22/2015	EZN00	EZ NETWORK SOLUTIONS	\$ 369.52	29011	BACK UP & OFF SITE STORAGE
46076	1/22/2015	HDS00	HD SUPPLY WATERWORKS	\$ 382.08	D392099	WRENCH, HOOK
46077	1/22/2015	MIS01	MISSION UNIFORM SERVICE	\$ 829.01	B50122	UNIFORMS
46078	1/22/2015	RIC06	TOM RICHARDS ELECTRIC	\$ 100.00	3923	BUSINESS INCENTIVE-MAGNOLIA FARMHOUSE
46079	1/22/2015	SAF03	SAFEGUARD	\$ 557.31	311864	RAIN SUITS
				\$ (557.31)	311864u	Ck# 046079 Reversed
			Check Total:	\$ -		
			Cash Account Total:	\$ 308,560.03		
			Total Disbursements:	\$ 308,560.03		



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

Meeting Date: January 26, 2015
Subject: Approval of the Treasurer's Reports – November 2014
Presented By: John Padilla, City Treasurer

Approved By: _____

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report for November 2014.

Summary:

The City Treasurer is required to review the City's investment practices and approve the monthly Treasurer's report. Enclosed is the City of Hughson's Treasurer's Report for November 2014. As of November 2014, the City of Hughson's total cash and investment balance is \$11,019,943.47 and is in compliance with the City's investment policy. The City has sufficient cash flow to meet the City's expected expenditures for the next six months.

Background and Overview:

The Treasurer report for November 2014 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past, present, and future investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Enclosed is the City of Hughson Treasurer's Report for November 2014 along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the November 2014 Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years, and continues with a projection based on the average rate of change for each fund over the next few years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation:

Public Facilities Development Streets Fund:

The Public Facilities Development Streets Fund currently reflects a negative balance of (\$445,837.49), reflecting a positive difference of \$161,774.84 or a 26.62% increase from the previous year. The deficit is a result of the Euclid Bridge Project, which was constructed in Fiscal Year 2006/2007, for approximately \$1.3 million. The project was completed in anticipation of funding from Developer Impact Fees collected from new development. Unfortunately, the housing market declined significantly and the new development never materialized. Once the economy strengthens and new building starts again, the City can recognize additional developer impact fees and reduce the deficit more quickly.

Water Developer Impact Fee Fund:

The Water Developer Impact Fee Fund currently reflects a negative balance of (\$498,371.23), reflecting a positive difference of \$63,098.70 or an 11.24% increase from the previous year. After extensive review, City staff discovered that the remaining deficit is attributable to settlement arrangements that were made in Fiscal Year 2008/2009 and Fiscal Year 2009/2010 for the Water Tank on Fox Road near Charles Street. During that period, the City paid out \$650,000 in settlements. This account will be in a deficit position until additional development occurs and developer impact fees are collected to cover those costs.

Based on a staff review of 2012 Water Development and Street funds, the City would need development in the Feathers Glen (42 units) and Euclid South (69 units) subdivisions, or about 110 units to be built to see a positive balance in the Water and Street Development funds. These units reflect the areas that are most likely to see development. There are currently 19 units being developed in the Fontana Ranch North subdivision.

Transportation Capital Project and CDBG Public Works Street Projects Fund:

The Transportation Capital Project Fund currently reflects a negative balance of (\$396,475.03), reflecting a positive difference of (\$24,468.98) or a 6.58% increase from the previous year. The CDBG Public Works Street Project Fund currently reflects a negative balance of (\$208,579.92), reflecting negative difference of (\$133,956.99) or a 179.51% decrease from the previous year. The City currently has 4th and 5th Street projects that are complete and awaiting reimbursement from CMAQ and CDBG funds. While the 4th Street project has been reimbursed, the 5th Street project reimbursement remains pendant.

SLESF (Supplemental Law Enforcement Services Fund):

The Supplemental Law Enforcement Services Fund (SLESF) currently reflects a negative balance of (\$40,362.75). Although the SLESF Fund currently depicts a negative balance, the deficit is the result of a cash flow. With revenue coming in as

expected, the SLESF Fund is expected to return to its normal state as the year progresses.

Fiscal Impact:

As of November 2014, the total cash and investments balance for the City of Hughson is \$11,019,943.47. This compares to November 2013's total cash and investments balance of \$9,306,427.40, demonstrating a \$1,713,516.07 or an 18.41% increase.

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

	MONEY MARKET	GENERAL	REDEVELOPM ENT**	TOTAL
Bank Statement Totals	\$ 7,318,165.14	\$ 1,093,607.11	\$ 206,395.52	\$ 8,618,167.77
Adjustment-Direct Deposit Payroll	\$ -			\$ -
Outstanding Deposits +	\$ -	\$ -	\$ -	\$ -
Outstanding Checks/transfers -	\$ (24,956.26)	\$ (107,282.45)	\$ -	\$ (132,238.71)
ADJUSTED TOTAL	\$ 7,293,208.88	\$ 986,324.66	\$ 206,395.52	\$ 8,485,929.06
Investments: Various				\$ 1,023,391.17
Multi-Bank WWTP				\$ 1,432,006.86
Investments: L.A.I.F.		\$ 39,370.79	\$ 39,245.59	\$ 78,616.38

TOTAL CASH & INVESTMENTS **\$ 11,019,943.47**

<u>Books - All Funds</u>	<u>November 2013</u>	<u>November 2014</u>	<u>Difference</u>
2 Water/Sewer Deposit	34,410.55	55,079.56	20,669.01
5 AB939 Source Reduction	0.00	2,396.28	2,396.28
8 Vehicle Abatement	10,373.14	16,058.51	5,685.37
11 Traffic Congestion Fund	58,780.37	110,879.87	52,099.50
13 Redevelopment - Debt Service	-41,475.63	7,866.33	49,341.96
14 Redevelopment - Housing	0.00	0.00	0.00
15 Redevelopment - Capital Projects	0.00	0.00	0.00
17 Federal Officer Grant	6,620.00	6,620.00	0.00
18 Public Safety Realignment	17,871.85	32,351.76	14,479.91
19 Asset Forfeiture	6,995.43	6,995.43	0.00
25 Gas Tax 2106	3,269.29	-10,849.43	-14,118.72
30 Gas Tax 2107	9,746.16	24,836.12	15,089.96
31 Gas Tax 2105	-1,871.89	33,259.41	35,131.30
35 Gas Tax 2107.5	9,172.14	3,672.14	-5,500.00
40 General Fund	371,740.72	818,860.13	447,119.41
401 General Fund Contingency Reserve	672,078.77	673,383.76	1,304.99
43 Trench Cut	75,173.40	75,611.40	438.00
48 Senior Community Center	8,224.63	6,742.34	-1,482.29
49 IT Reserve	46,579.29	50,856.40	4,277.11
50 U.S.F. Resource Com. Center	-2,774.20	-145.57	2,628.63
51 Self-Insurance	87,032.49	73,703.49	-13,329.00
52 CLEEP(California Law Enforcement Equipment Program)	0.00	0.00	0.00
53 SLESF (Supplemental Law Enforcement Services Fund)	77,754.28	-40,362.75	-118,117.03
54 Park Project	400,370.50	479,939.39	79,568.89
60 Sewer O & M	1,608,942.01	3,087,201.36	1,478,259.35
61 Sewer Fixed Asset Replacement	2,089,160.90	2,335,424.00	246,263.10
66 WWTP Expansion 2008	1,264,878.96	8,257.06	-1,256,621.90
70 Local Transportation	141,561.88	156,205.03	14,643.15
71 Transportation	-372,006.05	-396,475.03	-24,468.98
100/200 LLD's and BAD's	1,454.64	70,178.91	68,724.27
80 Water O & M	142,822.76	359,506.06	216,683.30
82 Water Fixed Asset Replacement	410,118.70	520,011.79	109,893.09
88 PW CDBG Street Project	-74,622.93	-208,579.92	-133,956.99
80 Water Reserve-USDA GRANT	21,524.50	21,524.50	0.00
90 Garbage/Refuse	27,125.79	87,530.53	60,404.74
91 Misc. Grants	0.00	0.00	0.00
92 98-EDBG-605 Small Bus. Loans	93,585.12	93,595.60	10.48
94 96-EDBG-438 Grant	403.43	403.43	0.00
95 94-STBG-799 Grant	157,946.83	159,115.43	1,168.60
96 HOME Program Grant (FTHB)	35,041.19	35,041.19	0.00
97 96-STBG-1013 Grant	132,688.82	139,092.13	6,403.31
98 HOME Rehabilitation Fund	0.00	40,000.00	40,000.00
Developer Impact Fees ***	1,775,729.56	2,084,156.83	308,427.27
TOTAL ALL FUNDS:	9,306,427.40	11,019,943.47	1,713,516.07
Break Down of Impact Fees ***			
10 Storm Drain	195,070.71	277,490.57	82,419.86
20 Community Enhancement	64,639.77	76,965.50	12,325.73
41 Public Facilities Development	1,488,078.97	1,352,037.25	-136,041.72
42 Public Facilities Development-Streets	-607,612.33	-445,837.49	161,774.84
55 Parks DIF	267,268.99	388,294.87	121,025.88
62 Sewer Developer Impact Fees	929,753.38	933,577.36	3,823.98
81 Water Developer Impact Fees	-561,469.93	-498,371.23	63,098.70
Break Down of Impact Fees ***	1,775,729.56	2,084,156.83	308,427.27

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

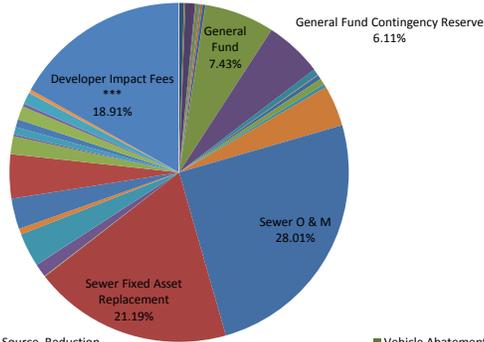
John Padilla, Treasurer

Date

Treasurer's Report - Charts and Graphs
November 2014

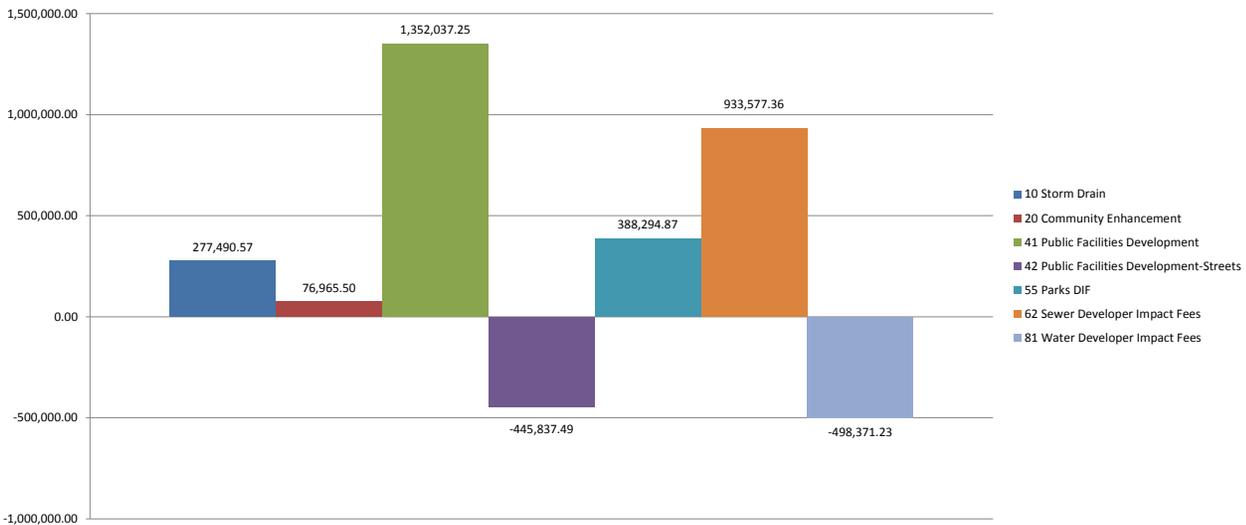
Percentage of all Funds for November 2014

Note:
Data displayed represents largest percentage of City funds.
All other funds represent less than 5% of the City's total Cash and Investments.

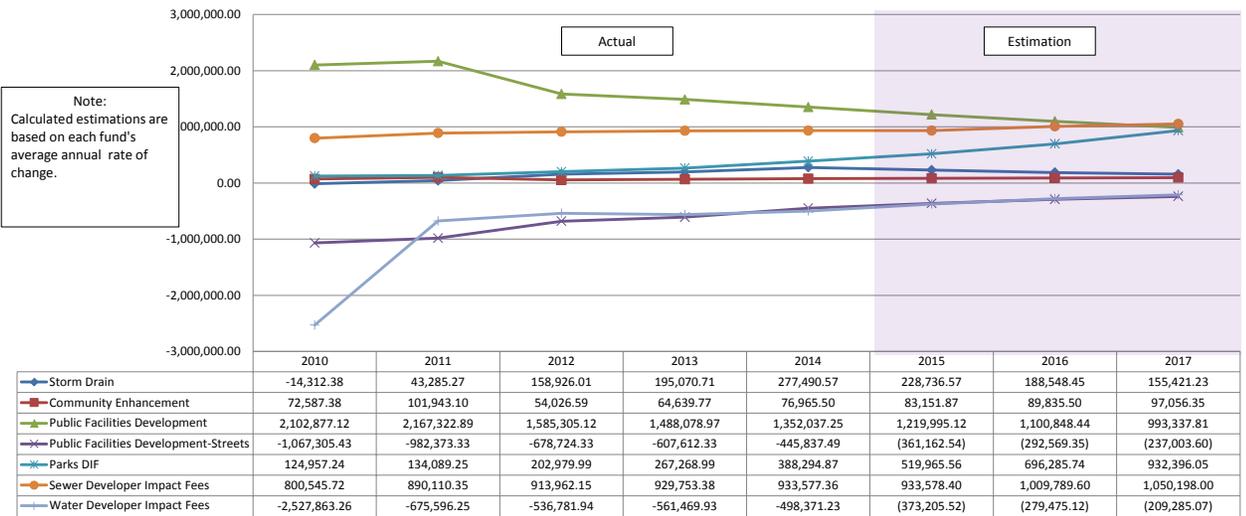


- Water/Sewer Deposit
- Traffic Congestion Fund
- Redevelopment - Capital Projects
- Asset Forfeiture
- Gas Tax 2105
- General Fund Contingency Reserve
- IT Reserve
- CLEEP(California Law Enforcement Equipment Program)
- Sewer O & M
- Local Transportation
- Water O & M
- Water Reserve-USDA GRANT
- 98-EDBG-605 Small Bus. Loans
- AB939 Source Reduction
- Redevelopment - Debt Service
- Federal Officer Grant
- Gas Tax 2106
- Gas Tax 2107.5
- Trench Cut
- U.S.F. Resource Com. Center
- SLESF (Supplemental Law Enforcement Services Fund)
- Transportation
- Sewer Fixed Asset Replacement
- Water Fixed Asset Replacement
- Garbage/Refuse
- 96-EDBG-438 Grant
- Vehicle Abatement
- Redevelopment - Housing
- Public Safety Realignment
- Gas Tax 2107
- General Fund
- Senior Community Center
- Self-Insurance
- Park Project
- WWTP Expansion 2008
- LLD's and BAD's
- PW CDBG Street Project
- Misc. Grants
- 94-STBG-799 Grant

November 2014 Breakdown of Developer Impact Fees



5 Year Trend & Estimate for Developer Impact Fees for the Month of November





CITY OF HUGHSON AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: January 26, 2015
Subject: Approval to Dispose of City Surplus Property
Enclosures: Attachment A - Items for Surplus
Presented By: Sam T. Rush, Public Works Superintendent

Approved By: _____

Staff Recommendation:

Consider Resolution No. 2015-02, authorizing the disposal of City surplus property as required in the Hughson Municipal Code, Chapter 3.08.

Background and Overview:

City staff has identified various items of City owned property that have no further useful value. In accordance with Chapter 3.08 of the Hughson Municipal Code, all City property must be declared surplus by resolution of the City Council prior to its disposition. A list of these items is included as Attachment A. This includes a number of old worn out items that have been previously stored on site pending inventory and the declaration of being surplus property.

Upon adoption of Resolution No. 2015-02, these materials will be scheduled for disposal by public auction. This will be preceded by a public notice as required by §3.08.040, or otherwise as scrap metal, if applicable, pursuant to §3.08.020.

Fiscal Impact:

The City will receive some small but indeterminate proceeds from the surplus materials that may help offset any costs of disposal.

**CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2015-02**

**A RESOLUTION OF THE HUGHSON CITY COUNCIL APPROVING CERTAIN
CITY PROPERTY TO BE DECLARED AS SURPLUS, AND AUTHORIZING THE
AUCTIONING AND DISPOSAL THERE OF**

WHEREAS, the City of Hughson has certain items of surplus property that have no further use to the City; and

WHEREAS, the list of surplus items has been presented to the City Council for their review; and

WHEREAS, the Hughson Municipal Code Chapter 3.08 requires that property belonging to the city, of whatever kind, shall be sold only after having been declared by resolution of the City Council to be surplus property of the City; and,

NOW THEREFORE, BE IT RESOLVED that the City Council declares the listed items in "Attachment A" are made part of this Resolution and are Surplus Property and authorizes them to be disposed of in accordance with the Hughson Municipal Code.

PASSED AND ADOPTED by the Hughson City Council at a regular meeting thereof held on January 26, 2015 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, MAYOR

ATTEST:

DOMINIQUE SPINALE ROMO, City Clerk

CITY OF HUGHSON SURPLUS ITEMS TO BE SENT TO AUCTION

<u>Count</u>	<u>DESCRIPTION</u>	<u>REMOVED FROM</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>CITY #</u>	<u>WHY SURPLUS</u>
1	Husqvarna mower	Parks	968999117	35209379	N/A	Broke
1	Husqvarna mower	Parks	L-225XP	968999772	N/A	Worn out
1	Husqvarna mower	Parks	L-225XP	968999186	N/A	Worn out
1	Case back hoe 92	PW	580 K	KJA80015884X	N/A	Replaced
4	Areator motors	WWTP			N/A	No longer needed
11	Used desks / Misc. pieces	Buildings/ City Hall	N/A	N/A	N/A	No longer needed
1	Grey bookshelf / Cabinet	Buildings/ City Hall	N/A	N/A	N/A	Broken
13	Chairs, Grey and Black	Buildings/ City Hall	N/A	N/A	N/A	Old and broken
1	White steel desk	WWTP	N/A	N/A	N/A	Plant remodel
1	Steel framed couch	WWTP	N/A	N/A	N/A	Not needed
4	Steel doors	WWTP	N/A	N/A	N/A	Plant remodel
1	7' Steel glass cabinet	WWTP	N/A	N/A	N/A	Plant remodel
1	4' Steel cabinet	WWTP	N/A	N/A	N/A	Plant remodel
1	2 piece gray desk	WWTP	N/A	N/A	N/A	Plant remodel
1	Grey copier	City Hall	HP	N/A	5065	Replaced
1	2 small copiers	City Hall	HP	N/A	4632	Replaced
1	Computer tower	City Hall	unknown	N/A	5063	Replaced
1	Crack Seal Machine	Streets	SMCI			Replaced
1	Ice Machine					

CITY OF HUGHSON SURPLUS ITEMS TO BE SENT TO AUCTION

<u>Count</u>	<u>DESCRIPTION</u>	<u>REMOVED FROM</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>CITY #</u>	<u>WHY SURPLUS</u>
1	Ice Machine / Scottsman	PW	Scottsman			Compressor gone
1	Echo Backpack Blower	Parks	PB-7751	N/A		Replaced
1	Sthil Backback Blower	Parks	BR-600	N/A		Replaced
1	Sthil Hand blower	Parks		N/A		Replaced
3	Stihl weed whackers	Parks	PS-110R	N/A		Replaced
1	Honda walk behind edger	Parks	9X120	N/A		Replaced
1	Sthil hedger	Parks	HS-81R	N/A		Replaced
1	Sthil chainsaw	Parks	019-T	N/A		Replaced
1	Ford 340 B small tractor 85	WWTP	CU414K	C762714	G10003	Replaced

CITY OF HUGHSON SURPLUS ITEMS TO BE SENT TO AUCTION

<u>Count</u>	<u>DESCRIPTION</u>	<u>REMOVED FROM</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>CITY #</u>	<u>WHY SURPLUS</u>
1	Beige 5 drawer file cabinet	City Hall				broken
1	Black 4 drawer file cabinet	WWTP				broken
2	Copiers	WWTP				broken
1	Shelf Brown	WWTP				remodeled
1	Small lab fridge	WWTP				replaced
1	Backpack blower	PW				broken
1	Chop Saw	PW				broken
1	Vibra plate	PW				broken
1	Pressure Washer	PW				broken
1	Tire mounting machine	PW				broken
1	Swamp Cooler	PW				broken
1	TV	?			4646	broken
1	Computer	?				broken
1	Samsung monitor	?				broken
2	Printers	City Hall				broken
1	DVD player	City Hall				broken
1	Copier	City Hall				broken
1	Box of small solar panels	?				not needed
1	Small electric motor	WWTP				broken
1	Job green box	WWTP				not needed

CITY OF HUGHSON SURPLUS ITEMS TO BE SENT TO AUCTION

<u>Count</u>	<u>DESCRIPTION</u>	<u>REMOVED FROM</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>CITY #</u>	<u>WHY SURPLUS</u>
4	Pumps and motors	Sewer Lift Station				broken
2	Light Poles	WWTP				replaced
1	10' boat	WWTP				broken
1	Electric motor	WWTP				broken
1	Bed mount spray tank	PW				replaced
1	Tag along spray tank	PW				replaced
7	3 x 5 aluminum gates	WWTP				not needed
150'	Stainless tubing	WWTP				not needed
1	Disc 3 point	WWTP				broken
1	6' trailer	WWTP				broken
200'	2 rolls fencing	WWTP				not needed
1	CNG Ford F150 2004	PW			PW1	replaced
1	CNG Honda Civic 2004	PW			CH-3	replaced
1	Dodge extra cab pickup	PW			PW3	replaced
1	Dodge extra cab pickup	PW			PW2	replaced
1	Electric golf cart EZ-GO	WWTP	H201	1398297		broken



CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: January 26, 2015
Subject: Approval of the Professional Service Agreement with MCR Engineering for Municipal Water Engineering and Planning Services
Enclosures: Municipal Water Engineering and Planning Services Professional Service Agreement, MCR Engineering
Presented By: Raul L. Mendez, City Manager
Approved By: _____

Staff Recommendation:

1. Approve the Professional Service Agreement with MCR Engineering for contract Municipal Water Engineering and Planning services.
2. Authorize the Mayor to execute the Professional Service Agreement with MCR Engineering.

Background and Overview:

On December 8, 2014, the City Council approved the Professional Services Agreement with Willdan Engineering for contract City Engineering services. Such services were previously provided by MCR Engineering.

The City of Hughson owns, operates and maintains a municipal water system. The system is permitted by the State of California who oversees and regulates the City's water operations. The State determines and enforces water codes associated with water contaminants, source water capacity, storage requirements, minimum pressures, water meters and conservation, etc.

The City has encountered challenges with its municipal water system, which is completely dependent on local groundwater sources, and in the past few years has been working with the State of California to address drinking water quality issues based on current Maximum Contaminant Levels (MCLs) finding affordable and effective solutions. The City of Hughson has a Compliance Order from the State for its municipal water system for arsenic above the MCL with a deadline of June 30, 2015.

MCR Engineering has in recent years provided technical expertise through its local water knowledge, specialized engineering skills, and an established working

relationship with State regulators. Specifically, MCR Engineering has been actively working with City staff on three critical water projects.

1. Well 9 Water Treatment and Storage Facility;
2. Cobles Corner/Country Villa Apartments Out of Boundary Service Connection; and
3. Water Master Planning.

Other water engineering and technical services have been provided on an “as needed” basis. An example of this is Phase I of the City’s Non Potable Water System which was completed last year.

All the mentioned projects have reached an important juncture with the State Water Board and significant work will be completed in the upcoming months to bring each forward for Council consideration. This will include the State Revolving Loan Fund (now that the commissioned income survey has been concluded), a Consolidation Funding Application for an out of boundary service connection to Cobles Corner/County Village Apartments, and a necessary update to the City’s Water Master Plan. As such, City staff has ascertained that it is in the best interest of the City of Hughson to retain MCR Engineering to assist with this expert work for continuity. This model has been shared with Willdan Engineering and they concur with the proposed approach.

MCR Engineering has provided a proposed scope of work to formalize this arrangement. The elements of the proposal have been incorporated into a Professional Service Agreement.

Fiscal Impact:

The annual costs for City Engineering services are included in the City's Adopted Final Budget. The work to be conducted by MCR Engineering on the City’s municipal water system will be accommodated through this allocation. As customary, services rendered will be charged to the specific projects and external funding sources as possible. .

PROJECT: Municipal Water Engineering & Planning **DATE:** January 21, 2015
TO: Raul Mendez, City Manager **E-MAIL:** RMendez@hughson.org
FROM: Tony Marshall, P.E. **E-MAIL:** tony@mcreng.com

Background

The City of Hughson owns, operates, and maintains a potable water supply system, providing water service and fire protection for its residents. The system is permitted by the State of California ("State"), who oversees and regulates the City's water operations. The State determines and enforces water codes associated with water contaminants, source water capacity, storage requirements, minimum pressures, water meters and conservation, etc. The State is also a primary source of funding for capital improvements of the water system. Once each year the State inspects the City's water system and issues a report that often includes mandatory upgrades and/or operational changes.

In the past few years, the City has encountered significant challenges with the water system. The source of all of the City's water supply is from local groundwater. Arsenic is a common, naturally occurring mineral in the groundwater, and most of the City's wells have arsenic above the State drinking water standard. Two of the City's wells were recently lost to other types of contamination, primarily due to agricultural activities. These same contaminants are on the rise in other wells, threatening loss of additional water production. The City is actively working to resolve these contamination issues, but solutions can be complex, expensive, and often several months to implement. Finding affordable and effective solutions requires a combination of local water knowledge, specialized engineering skills, an established working relationship with State regulators, and the ability to be an effective extension of City staff.

Scope of Services

Currently, MCR is working on three (3) important water projects for the City, and continued involvement and/or completion of the projects is in the City's best financial and logistical interest. As such, the City desires to contract with MCR for select water engineering and technical services. Projects that MCR will provide water engineering services for the City include, but are not limited to, 1) Well 9 Water Treatment and Storage Facility, 2) the Cobbles Corner/Country Vista Apartments Consolidation, and 3) Water Master Planning. Other water engineering and technical services could be provided to the City on an "as needed" basis. The City and MCR will continuously refine and modify scope and task specifics as the projects proceed, and as needed by the City. The City may request from MCR a complete cost for a particular well defined task or project at any time.

Compensation

Compensation for water engineering and technical services shall be either on a lump sum basis (per supplemental proposals) or T&M. The billable rates for said services are shown on the attached schedule.



JOB DESCRIPTION

HOURLY RATE

Engineering:

CIVIL ENGINEER.....	\$ 110.00
DESIGNER.....	\$ 90.00
CAD TECHNICIAN	\$ 70.00

Administration:

CLERICAL	\$ 45.00
ADMINISTRATIVE ASSISTANT.....	\$ 60.00

Construction Management:

CONSTRUCTION INSPECTOR.....	\$ 100.00
QUALIFIED SWPPP DEVELOPER (QSD).....	\$110.00
QUALIFIED SWPPP PRACTITIONER (QSP)	\$100.00

Surveying:

OFFICE SURVEYOR	\$ 110.00
ASSISTANT OFFICE SURVEYOR.....	\$ 90.00
ONE-PERSON SURVEY CREW	\$180.00
TWO-MAN SURVEY CREW	\$ 220.00

Materials:

The following services are billed at our cost plus 10%

- Commercial delivery services (Fed Ex, California Overnight, messenger services etc)
- Copies and blue prints of plans beyond those required by city or county for plan review. We encourage client to arrange for blue-printing and copying with an outside blueprinting company, but if our services are used, the client will be charged \$1.00 per sheet.

PROFESSIONAL SERVICE AGREEMENT
(City of Hughson/MCR Engineering, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Hughson, a California municipal corporation (“City”) and MCR Engineering, Inc., a corporation (“Consultant”).

RECITALS

City has determined that it requires the following professional services from a consultant: Municipal Water Engineering and Planning services.

This Agreement is for the provision of those services by Consultant to City, from time to time during the term of this Agreement, set forth in task orders as specified in section 3.1 of this Agreement, below.

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

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

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

1. **DEFINITIONS**

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

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

1.3. “Commencement Date”: January 1, 2015

1.4. “Expiration Date”: December 31, 2015.

2. **TERM**

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

3. CONSULTANT'S SERVICES

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

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

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

4. COMPENSATION

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

4.2. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

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

Hughson, its officers, agents, employees, and volunteers, in the performance of any services or work pursuant to the Agreement.

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

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

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

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

9. INSURANCE

9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1. Comprehensive or Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard,

contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

****ALTERNATE LANGUAGE:**

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. [If consultant is a limited liability company, insert “General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.”]

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

****ALTERNATE LANGUAGE**

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

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

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

****ALTERNATE LANGUAGE**

Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

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

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

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

9.5. At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and

its officers, employees, agents and volunteers as additional insureds to the general and automobile liability policies. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

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

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

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

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

12. PERMITS AND APPROVALS

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

13. NOTICES

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

If to City:

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

With courtesy copy to:

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

If to Consultant:

MCR Engineering, Inc.
1242 Dupont Court
Manteca, CA 95336
Telephone: (209) 239-6229

14. SURVIVING COVENANTS

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

15. TERMINATION

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

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

16. GENERAL PROVISIONS

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

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

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

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

16.5. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

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

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

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

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

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

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

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

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

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

“City”

City of Hughson

By _____
Matt Beekman, Mayor

“Consultant”

MCR Engineering, Inc.

By: _____
Tony P. Marshall, Principal

Date: _____

Date: _____

Attest:

By: _____
Dominique Spinale, City Clerk

Date: _____

Approved as to form:

By: _____
Daniel J. Schroeder, City Attorney

Date: _____

EXHIBIT C
INSURANCE



CITY OF HUGHSON AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: January 26, 2015
Subject: Discussion and Direction on the Draft Request for Proposals (RFP) for the Collection and Transportation of Refuse in the City of Hughson
Enclosures: Draft Request for Proposal for Contract Services
Presented By: Dominique Spinale Romo, Assistant to the City Manager

Approved By: _____

Staff Recommendation:

Discuss and provide direction to City staff on the draft Request for Proposals (RFP) for the Collection and Transportation of Refuse in the City of Hughson.

Background and Overview:

Since July 23, 1990, the City of Hughson has been in an exclusive franchise agreement with Waste Management, Incorporated (formerly R&R Disposal) for services for the collection, transportation, and disposition of refuse generated within the City limits. The original agreement was for a term of ten (10) years, automatically renewed annually for one year each July after the 10 years.

On June 27, 2005, City staff conducted an annual review of the existing franchise agreement and upon the review, recommended that the City Council authorize staff to serve the notice of the termination of the evergreen provision. The City Council approved staff's recommendation and established the termination date of June 23, 2015.

On March 10, 2014, the City received a letter from Waste Management, requesting that the City Council consider renewing the current franchise agreement. On June 9, 2014, the City Council authorized the City Manager to respectfully decline the renewal request, on the basis that as a municipality, the City of Hughson has a fiscal responsibility to ensure that services provided are done in the most cost-effective manner. The Request for Proposal (RFP) process is commonly initiated by public agencies to assist with this determination.

City staff began working on the RFP last fall and is ready to release the RFP for approximately one month. Due to the number of select companies and/or firms that provide such services in Stanislaus County and the region, City staff will mail all known companies a RFP packet to ensure all companies are aware that the

process has been initiated. City staff will also post the RFP on the City website and other traditional outlets.

Upon closing of the RFP deadline (tentative schedule below), City staff will compose an evaluation expert panel to review all proposals received and make a recommendation to the City Council of the company/firm that best meets the needs of the City of Hughson. The City will compose the panel of experts from local partner agencies (such as Stanislaus County and partner cities) to assist with the evaluation process.

The following is a tentative schedule for the Request for Proposals process. City staff anticipates returning to the City Council on April 13, 2015 with a recommendation. This schedule will allot enough time for transition, if necessary.

Tentative Schedule for Selection:

Release Request for Proposal	February 2, 2015
Proposals due to City of Hughson	February 27, 2015
Evaluation Process (and/or Interviews)	March 2-20, 2015
Hughson City Council Approval of Agreement	April 13, 2015
Completion of Agreement/Transition Period	May-June, 2015
Current Contract Services Expiration Date	June 23, 2015
New Services Effective Date	June 24, 2015

This item is intended to provide the City Council an opportunity to review the current services provided and discuss specific elements for incorporation into the draft Request for Proposals prior to it being issued.

Fiscal Impact:

Upon conclusion of the Request for Proposals process, City staff will return with a recommendation for selection of a company/firm for the collection and transportation of refuse in the City of Hughson and approval of the franchise agreement and related items. The fiscal impact will be evaluated at that time and be incorporated into the annual budget process for Fiscal Year 2015-2016.



REQUEST FOR PROPOSALS

FOR

THE COLLECTION & TRANSPORTATION OF GARBAGE & REFUSE WITHIN THE CITY

*PROPOSALS MUST BE RECEIVED
NO LATER THAN
5:00 PM, February 27, 2015*

*SEND PROPOSALS TO:
Dominique Spinale Romo
Assistant to the City Manager*

City of Hughson
7018 Pine Street | P.O. Box 9
Hughson, California 95326

PURPOSE

The City of Hughson is soliciting proposals from qualified garbage and refuse firms to provide professional contract services for the collection and transportation of garbage and refuse within the city limits of the City of Hughson. The City is seeking professional company with the resources, expertise, experience and knowledge necessary to provide a full range of garbage and refuse collection and transportation services.

BACKGROUND

The City of Hughson is a small but prospering agricultural community situated in eastern Stanislaus County. Hughson is the smallest incorporated city in Stanislaus County, but has grown from a population of 3,259 in 1990 to around 7,000 today. The City currently invoices approximately 1,875 residences for residential garbage and refuse services. Commercial and Industrial garbage and refuse services are invoiced separately by the current garbage and refuse collection company. In the next five to eight years, the City of Hughson foresees the planning, development, and completion of four (4) additional residential subdivisions, increasing the number of residences requiring refuse/garbage services up to 2,350.

The Finance Department of the City is responsible for the invoicing of all water, sewer, and garbage/refuse (residential only) services within the city limits. Customers are billed monthly, with the payment of services due the last business day of every month. The current pick up days are Mondays and Tuesdays, with green waste and recycling pickup alternating every other week.

PROJECT INFORMATION

PROJECT OBJECTIVES

To provide excellent contract garbage & refuse collection and transportation services, and to act as an extension of City of Hughson staff, by providing professional customer service and reliable garbage collection and transportation services to all residences and businesses within the City of Hughson.

SCOPE OF SERVICES

The following is a list of services for which the selected firm will have direct responsibility for:

- 3 Cart Curbside Recycling Program with choice of 35, 64, or 96 gallon carts for refuse, and up to 2 additional carts each for green waste and recycling.
- 3 Cart Curbside Recycling Program – once a week (Residential)
- Curbside Recycling Program – min. once a week, max. 6 times weekly (Commercial/Industrial)

- Continue to honor the “grandfathered” special 35 gallon rate of \$10.58 monthly for 15 residences.
- Continue to honor Senior/Disabled Discount Rate of 10% to customers ages 65 and up.
- Collection from all City-Owned or leased facilities, not limited to parks, the corporation yard, City Hall, and any and all public containers placed on public streets – once weekly.
- Invoicing and Collection of payment for all garbage and refuse services, including Residential, Commercial, and Industrial customers.
- The professional and timely handling of all customer complaints related to the billing and collection of all garbage and refuse services.
- Special Collection Services – to be negotiated and agreed upon by both parties prior to the work being completed.
- Annual City Events: supplying the City with all garbage and refuse services needed for the following: Clean-Up Day (May), Fruit & Nut Festival (September), Christmas Parade and Festival (Nov/Dec), and LOVE Hughson (up to two events annually).
- Oil Collection Program
- Street Sweeping Services (Optional)
- Tree and Limb Collection Program (Optional)

DESIRED QUALIFICATIONS

- Previous experience in providing refuse collection and transportation services to municipalities and/or other government agencies similar in scope to those services described above.
- Demonstrated qualifications of the individual who will serve as the City’s main contact and assurance of his/her continual involvement and responsiveness with the City throughout the term of the contract.
- Ability to present information to City Council, the public and staff as needed.
- All collector vehicles must be owned or leased by selected Firm.

REQUIRED/DESIRED LICENSES

- Firm shall comply with all existing and future County, State, and Federal Laws, as well as all Hughson Municipal Code regulations which in any manner affect those engaged or employed in the work, or may affect the conduct of the work under the terms and conditions of this Agreement.
- State of California Contractor’s License in “Active” status.
- City of Hughson Business License (renews annually).

CONTRACT TERM

The length of the contract will be at the discretion of the Hughson City Council and may or may not be negotiated between the selected Firm and City, dependent upon services provided and the proposed fees for said services.

CONDITIONS AND INSTRUCTIONS

PROPOSAL DELIVERY LOCATION

Proposals shall be delivered/mailed to the attention of Dominique Spinale Romo, Assistant to the City Manager, City of Hughson, 7018 Pine Street | PO Box 9, Hughson, California 95326 prior to 5:00 PM on Friday, February 27, 2015. Proposals received after that time will be returned unopened to the respective Firm and will not be considered for evaluation. No faxed or emailed proposals will be accepted.

REQUIRED CONTENT OF THE PROPOSAL

The proposal should be concise, well organized and demonstrate the Firm's qualifications and experience applicable to the scope of services. The following describes the information that should be submitted by each firm and/or team:

1. Cover Letter
2. Scope Understanding and Firm Qualifications
3. Sub-consultants List (if applicable)
4. Client List
5. Rate Schedule
 - a. Multiple Rate Schedules may be submitted if Firm decides to propose other or additional services that the City of Hughson is currently not using, that said Firm believes would be of interest to City.
 - b. Rate Schedules may propose terms of the contract, which must be approved by the Hughson City Council through Agreement negotiations.

Cover Letter:

The submittal should include a letter describing the firm and/or team's interest in providing the requested services. The person authorized by the firm and/or team to negotiate a contract with the City shall sign the cover letter. Include the name, phone number, and e-mail address of the contact person for the proposal process.

Scope Understanding and Firm Qualifications

The submittal should include a description of the firm and/or team's understanding of the requested City functions and a narrative, including complete information about the firm and/or team and its ability to perform the work described in the Scope of Services.

This section shall address the following topics:

1. Brief history of the firm and/or team, including key personnel.
2. Names and resumes of any specific managers and personnel that will be assigned to this project.
3. Organization chart of Management and personnel.
4. Description of experience (firm and/or team and project personnel) on similar services provided to other agencies and/or municipalities.
5. Description of management system to track tasks, deliverables, complaints, and responses.
6. Statement of services understanding.
7. Indication of the primary contact (and management hierarchy) that will be available for all aspects of the work.

Sub-Consultant List (if applicable):

The submittal should include a list of proposed sub-consultants—including resumes—who may assist in providing services according to the scope.

Client List:

The submittal should include a current client list, including the agency name and the name, title and telephone number of the primary contact.

Rate Schedule:

The submittal should include a set rate schedule for each separate rate (Ex: 35 gallon, 64 gallon, residential services, commercial services, etc.).

ALL cost incurred and billed to the City of Hughson, including labor, equipment, materials, overhead, and profit shall be included within the firm and/or team's rate schedule.

Submittal Instructions

Submitting firms or teams are required to submit one (1) original and five (5) additional copies of the proposal, including all required/desired attachments by the date, time and location specified in this request for proposals.

EVALUATION PROCESS

The objective of the evaluation process is to perform a thorough and fair assessment of each firm or team's proposal and facilitate the selection of a firm/team that best satisfies the City's requirements.

City staff will review and evaluate each proposal which is received by the stated submittal deadline. The proposals will be evaluated based on the firm or team's qualifications; related experience—specifically of the individuals assigned, and cost

competitiveness. The Firm or team should show a strong understanding of the City of Hughson and the Stanislaus County region.

Oral Interviews may be held if determined necessary.

The Firm or team determined best suited to meet the needs of the City will be recommended to the City Council for final selection. The City Council has the sole and absolute discretion regarding final selection. Upon final selection, the Firm and City will formalize the scope of services and associated contract fee.

TENTATIVE SCHEDULE FOR SELECTION:

Release Request for Proposal	February 2, 2015
Proposals due to City of Hughson	February 27, 2015
Evaluation Process (and/or Interviews)	March 2-20, 2015
Hughson City Council Approval of Agreement	April 13, 2015
Completion of Agreement/Transition Period	May-June, 2015
Current Contract Services Expiration Date	June 23, 2015
New Services Effective Date	June 24, 2015

PROPOSAL INQUIRIES:

Questions regarding this proposal shall be referred to:

Dominique Spinale Romo, Assistant to the City Manager
City of Hughson
7018 Pine Street | P.O. Box 9
Hughson, California 95326

(209) 883.4054
E-mail: dspinale@hughson.org

ADDITIONAL TERMS AND CONDITIONS

Cost of Preparation of Proposal and Contract

The City of Hughson shall not pay costs incurred in the proposal preparation, printing, demonstration process, or contract negotiation. All such costs shall be borne by the Firm and/or team.

Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, exhibits, and other documentation produced by the Firm and/or team are submitted as part of the proposal shall become the property of the City of Hughson after the proposal submission deadline.

Award

The City of Hughson reserves the right to award this contract to the firm and/or team whose total aggregate proposal is most responsive to the needs of the City. An evaluation of the firm and/or team's ability, quality, and performance on previous or current contracts will be used in addition to the rate schedule as a basis of award for any resultant contract.

SIGNATURE PAGE

Name of Firm and/or team: _____

Address: _____

Telephone: _____

E-mail Address: _____

- Type of Business
- Individual doing business under own name
 - Individual doing business using firm name
 - Corporation
 - Partnership
 - Joint Venture (Please attach Joint Venture Agreement)

Type or Print Name and Title

Signature



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

AGENDA
MONDAY, JANUARY 26, 2015 - 5:30 P.M.

CALL TO ORDER:

ROLL CALL:

Mayor Matt Beekman
Councilmember George Carr
Councilmember Jeramy Young
Business Member Marie Assali
Business Member Jim Duarte

Staff to be Present:

Raul L. Mendez, City Manager
Jaylen French, Community Development Director
Dominique Spinale, Assistant to the City Manager/City Clerk

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. NEW BUSINESS:

- 2.1:** Approval of Minutes of the November 24, 2014 EDC Regular Meeting.
- 2.2:** Discuss and Consider Business Assistance for the Hughson Farmer's Market.
- 2.3:** Report on City Research of the United States Department of Agriculture Food Desert Designation for Urban Neighborhoods and Rural Towns.

- 2.4:** Update on Business Assistance Program (Perks Coffee, Shami's Dog, Magnolia Farmhouse Market).
- 2.5:** Update on the Hughson Goals and Objectives Workshop.

3. EDC COMMENTS:

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).

RULES FOR ADDRESSING CITY COUNCIL

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

AFFIDAVIT OF POSTING

DATE: January 23, 2015 **TIME:** 5:00pm

NAME: Dominique Spinale **TITLE:** Assistant to City Manager/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 Economic Development Committee meets in the Council Chambers on the fourth Monday of each month at 5:30 p.m., unless otherwise noticed.

EDC Agendas: The Economic Development Committee 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