



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

AGENDA
MONDAY, MARCH 28, 2016 – 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: Hughson Ministerial Association

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.**

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

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

2. PRESENTATIONS:

- 2.1: Review and Accept the 2015 Hughson Police Services Year-End Report.

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 March 14, 2016 and Amend the Minutes of February 22, 2016.
- 3.2: Approve the Warrants Register.
- 3.3: Review and Approve the City of Hughson Treasurer's Report: Investment Portfolio Report for January 2016.
- 3.4: Declare the Vacancy of the City of Hughson Representative to the Turlock Mosquito Abatement District and Direct City Staff to Post the Vacancy to Solicit Applications.
- 3.5: Approve the Request by the Hughson Chamber of Commerce to Have and Sell Alcohol at the Hughson Fruit and Nut Festival - Saturday, April 30 and Sunday, May 1, 2016.
- 3.6: Adopt Resolution No. 2016-09, Approving the Amended and Restated Joint Powers Agreement Establishing the Stanislaus Council of Governments and Authorize the Mayor to Sign the Amended and Restated Joint Powers Agreement.
- 3.7: Approve a Professional Service Agreement with BaseCamp Environmental for the Preparation of Additional Environmental Documents Associated with the City of Hughson Well No. 7 Replacement Project and Authorize the Mayor to Execute the Professional Service Agreement with BaseCamp Environmental.

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

- 6.1: Approve the Proposed City of Hughson Project List for the 2016 Stanislaus County Transportation Expenditure Plan and Direct City Staff to

Submit Said List to the Stanislaus Council of Governments (StanCOG) to be Incorporated into the Final Expenditure Plan Project List.

- 6.2: Approve a Professional Service Agreement with Harris & Associates for Assessment District Administration Services and Authorize the Mayor to Execute the Professional Service Agreement with Harris & Associates Inclusive of any Final Edits by the City Attorney.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

9.2: CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representative: Mayor Beekman

Unrepresented Employee: City Manager

10. REPORT FROM CLOSED SESSION:

ADJOURNMENT:

WAIVER WARNING

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

UPCOMING EVENTS:

April 11	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.
April 23	▪ Love Hughson, Hughson Senior Center, 7:00 A.M.
April 30-May 1	▪ Hughson Fruit and Nut Festival, Hughson Avenue, 10:00 A.M. to 4:00 P.M.
April 30-May 1	▪ Citywide Yard Sale

AFFIDAVIT OF POSTING

DATE: March 24, 2016 **TIME:** 5:00 pm

NAME: Christine Tallman **TITLE:** Interim 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. 2.1

SECTION 2: PRESENTATIONS

Meeting Date: March 28, 2016
Subject: Acceptance of the Hughson Police Services 2015 Year-End Report
Presented By: Larry Seymour, Chief of Police Services

Approved: _____

Staff Recommendation:

Review and accept the 2015 Hughson Police Services Year-End Report.

Background and Overview:

Every year, Hughson Police Services provides the City Council with a year-end report. This report provides the case highlights, crime and gang statistics, and traffic activity summaries for 2015.

Hughson Police Services continues to work diligently to suppress crime and maintain a vigil eye throughout the community. The number one goal is to protect the community and neighborhoods.

2015 YEAR END REPORT





Message from the Sheriff

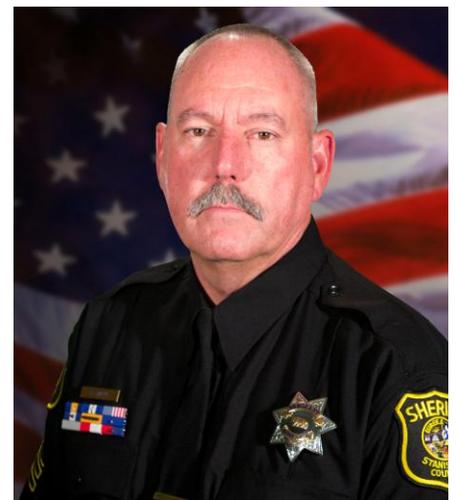
Law enforcement services for the City of Hughson are performed under a mutual contract with the Stanislaus County Sheriff's Department. Personnel assigned to Hughson Police Services perform Patrol, General Investigations, Traffic Enforcement, Crime Prevention and Business Office functions. A wide array of ancillary services, such as the SWAT Team, Dive Team, Bomb Team and other Administrative functions are also provided by the Sheriffs Operations Center, located on Hackett Rd. in the City of Modesto.

"Our Department exists for no other purpose than to protect and serve our community."

Sheriff Adam Christianson

Message from the Chief

"It is with great pride that I provide this end of year report of the outstanding efforts the deputies of Hughson Police Services have provided for 2015. Your dedicated team has worked closely with the community to make Hughson a safer place for all of its residents."





HUGHSON POLICE SERVICE STAFF

- **CHIEF OF POLICE – CHIEF LARRY SEYMOUR**
- **SERGEANT – SGT. JUAN ALANIS**
- **FIVE SWORN DEPUTIES – DEP. RUIZ, DEP. BARRON, DEP. ORR, DEP. WALLACE, COMMUNITY RESOURCE DEP. NIKKEL**
- **LEGAL CLERK – LINDA HAMILTON**

PATROL DEPUTIES RESPONSES

- **5562.....CALLS FOR SERVICE**
- **1227.....REPORTS WRITTEN**
- **841.....TRAFFIC STOPS**
- **46.....TRAFFIC COLLISION REPORTS**
- **992.....ADULT CITATIONS (CRIMINAL AND TRAFFIC)**
- **133.....ADULT ARREST**
- **15.....JUVENILE ARREST**
- **11.....JUVENILE CITATIONS (CRIMINAL AND TRAFFIC)**
- **230.....ALARM CALLS**
- **257.....SECURITY, XPATROL, HAZARD, CIVIL, ABANDONED VEH.**
- **237.....SUSP PERSON/VEHICLE/CIRCUMSTANCE CALLS**
- **86.....ASSIST OTHER AGENCY CALLS**

MILESTONES

I became Chief of Police Services of Hughson in April 2015. I replaced retiring Chief Darin Gharat. We all thank Darin for his years of service to Hughson. I view Chief Gharat's time here as a great foundation for continued service to the Hughson community.

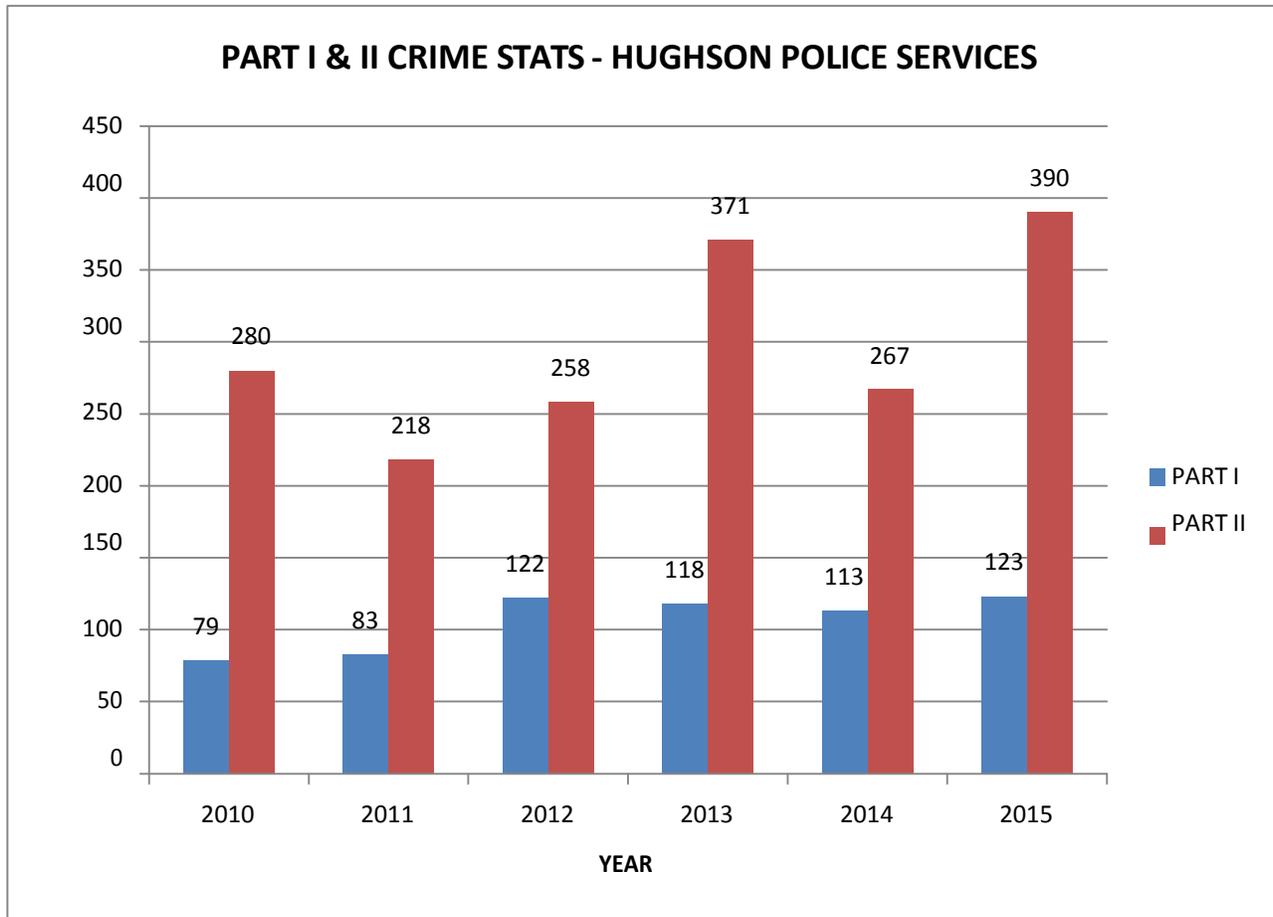
I am not the only one new to Hughson. Some of our deputies assigned to Hughson are also new. Those deputies as well as the existing deputies assigned to Hughson have continued to attend important training to ensure the highest level of competency and professionalism. They are highly motivated and proactive. The deputies have certainly proven this by an increase of self-initiated calls and contacts.

Hughson Police Services has maintained its goal to keep our presence and dedication to the citizens and community. We now have a presence on "Face Book" and "Next Door". Social media is a useful tool to keep the citizens of Hughson aware of what is happening in their community. It is also a means for the citizens of Hughson to provide constructive feedback and neighborhood concerns.

Our staff at Hughson Police Services is very dedicated to your community. We attend several community events such as; Love Hughson, Trunk or Treat, Hughson Fruit and Nut Festival and the Christmas Parade. We embrace being welcomed into your community.

Hughson Police Services will continue hands on correspondence with all City, State, County and Federal Departments as well as with the Hughson Community.

PART I & II CRIME 2010 to 2015



Part I Crimes = Homicide, Sex Offenses, Robbery, Assault, Burglary Residential, Burglary Commercial, Burglary Vehicle, Burglary Other and Grand Theft

Part II Crimes = Petty Theft, Vehicle Theft, Family Offenses, Public Disorder, Disturbing the Peace, Drugs and Alcohol, Embezzlement, Fraud, Extortion, Firearms and Weapons and Buying, Receiving, Selling Stolen Property

******* OVER ALL PART I AND PART II CRIMES HAVE INCREASED IN 2015**

PART I & II CRIME 2010 to 2015

HUGHSON POLICE SERVICES - PART I & II CRIMES - 2010 TO 2015						
CRIME	2010	2011	2012	2013	2014	2015
HOMICIDE	0	1	0	0	0	0
SEX OFFENSES	2	4	3	2	2	2
ROBBERY	1	2	2	1	1	1
ASSAULT	28	30	32	38	40	53
BURGLARY RESIDENTIAL	17	8	32	19	29	21
BURGLARY COMMERCIAL	12	8	20	31	14	11
BURGLARY VEHICLE	12	21	23	17	17	15
BURGLARY OTHER	1	3	8	4	4	12
GRAND THEFT	6	6	2	6	6	8
PETTY THEFT	16	21	25	29	37	40
VEHICLE THEFT	12	16	12	20	24	37
FAMILY OFFENSES	5	5	2	19	10	5
PUBLIC DISORDER	30	41	42	50	28	35
DISTURBING THE PEACE	20	25	27	14	14	13
DRUGS AND ALCOHOL	169	59	112	203	122	217
EMBEZZLEMENT, FRAUD, EXTORTION	20	41	19	19	22	24
FIREARMS AND WEAPONS	6	7	14	12	7	14
BUYING, RECEIVING, SELLING STOLEN	2	3	5	5	3	5

All figures are subject to further analysis and revision. Crime statistics reflected above may differ from those reported in the Uniform Crime Report.

******* DRUG AND ALCOHOL RELATED CRIMES ARE UP**

TRAFFIC ACTIVITY

Annual Report Summary

	Year Total 2014	Year Total 2015	Numerical Difference	Percent Difference
Accident Totals	48	46	-2	-4%
Fatal Accidents	0	0	0	0
Injury Accidents	7	10	+4	+57%
Prop Damage/Non-Injury	32	26	-6	-19%
Hit and Run Accidents	9	10	+1	+10%
Drunk Driving Totals	8	20	+12	+150%
Involved in Accidents	0	1	+1	+100%
Driving Under Influence	8	19	+11	+140%
Citation Issued Totals	693	1134	+441	+63%
Moving Violations	507	738	+231	+46%
Non-Moving Violations	96	197	+101	+105%
Mechanical Violations	11	53	+42	+380%
Parking Violations	79	146	+67	+84%

***** MOTIVATED AND PROACTIVE DEPUTIES WITH PROPER TRAINING

PART I & II CRIME 2014 & 2015

Part I Crime - Hughson

Report based off CFS data. Figures include attempts to commit the respective crime.

Data includes all CFS except CAN and COR calls.

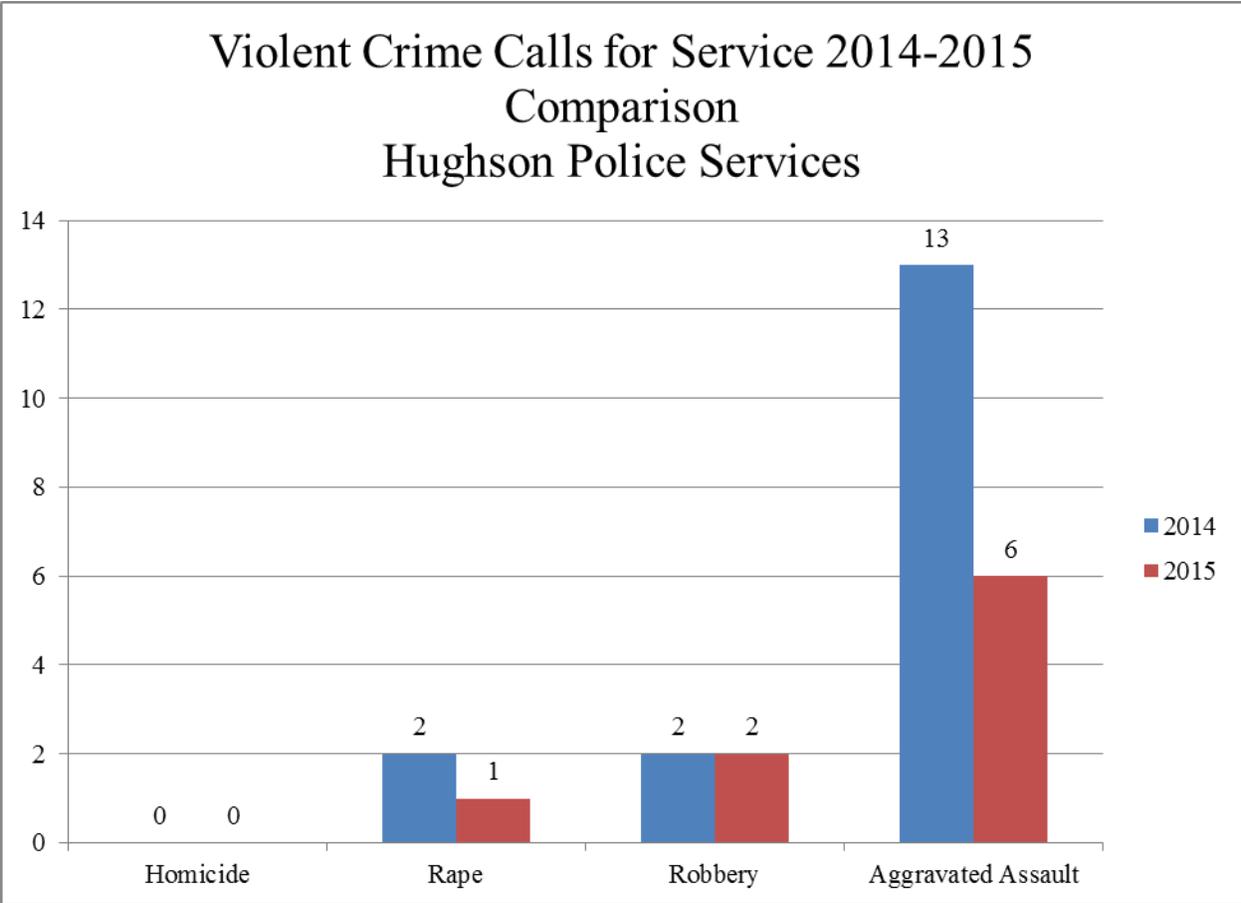
	2014	2015	% Change
Homicide	0	0	0.0
Rape	2	1	-50.0
Robbery	2	2	0.0
Aggravated Assault	13	6	-53.8
Burglary	74	59	-20.3
Larceny-Theft	64	74	15.6
Stolen Vehicle	21	36	71.4

Property Crime - Hughson

Report based off CFS data. Data includes all CFS except CAN and COR calls.

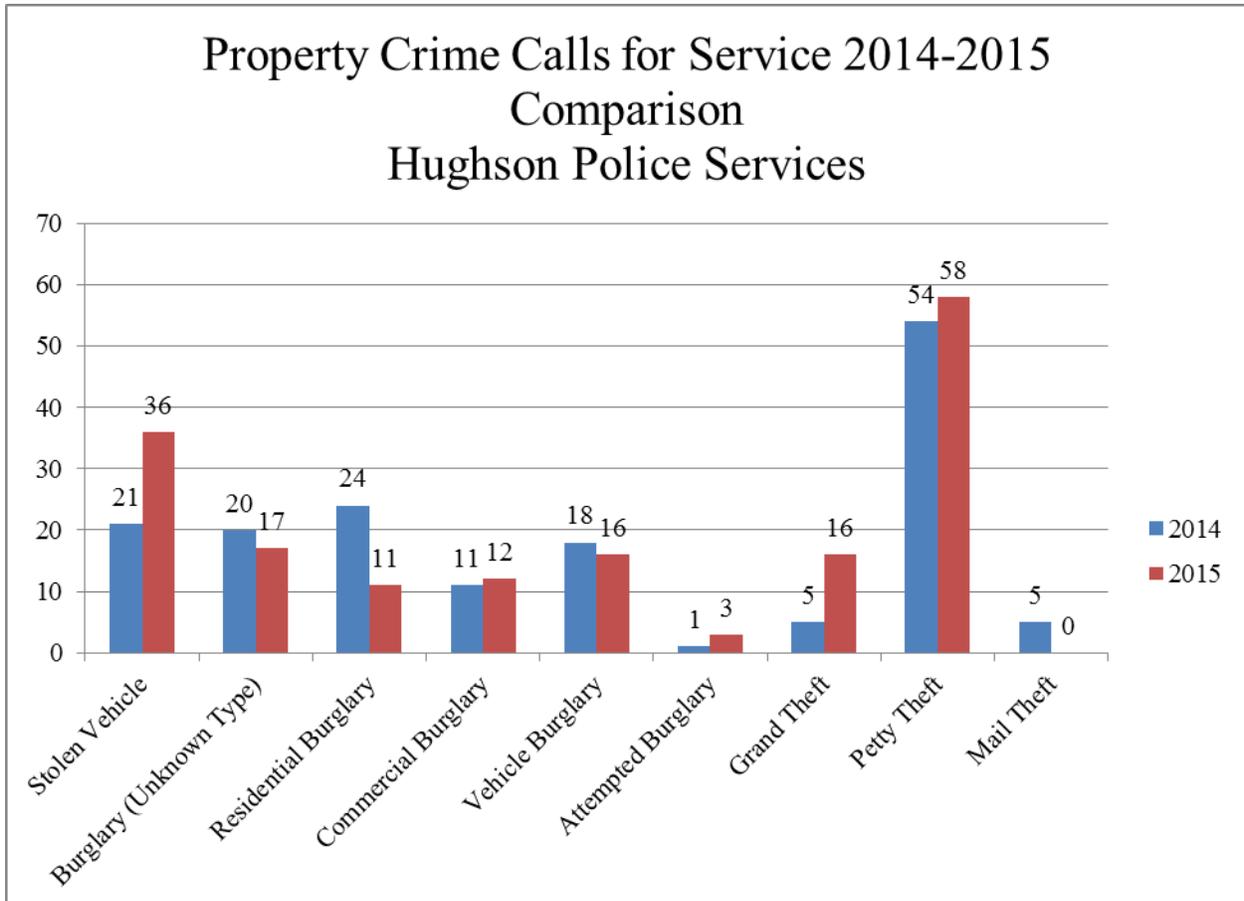
	2014	2015	% Change
Stolen Vehicle	21	36	71.4
Burglary (Unknown Type)	20	17	-15.0
Residential Burglary	24	11	-54.2
Commercial Burglary	11	12	9.1
Vehicle Burglary	18	16	-11.1
Attempted Burglary	1	3	200.0
Grand Theft	5	16	220.0
Petty Theft	54	58	7.4
Mail Theft	5	0	-100.0

VIOLENT CRIME 2014 - 2015



******* VIOLENT CRIME CALLS ARE DOWN FOR 2015**

PROPERTY CRIME 2014-2015



******* SEVERAL PROPERTY CRIME CALLS ARE UP OVER 2014**

DISPATCHED TO ONSCENE CALL TIMES 2014-2015

	2015		2014	
	Calls	Avg per call	Calls	Avg per call
January	306	02:26	344	02:04
February	409	01:19	355	01:46
March	414	01:31	399	02:18
April	354	01:12	354	01:41
May	444	01:18	313	02:18
June	453	00:53	339	01:49
July	391	01:31	455	01:30
August	424	01:55	311	02:15
September	389	02:36	276	03:12
October	460	01:12	262	03:28
November	403	01:06	252	03:08
December	400	01:27	245	02:15
Totals	4,847	01:31	3,905	02:14

******* DEPUTIES ARE RESPONDING TO MORE CALLS IN LESS TIME**

HUGHSON FACE BOOK PAGE

Verizon LTE 7:33 AM 90%

Page

Hughson Police Services
Police Station · Government Organization

THIS WEEK

- 12 New Likes
- 1,004 Total Likes
- 1,972 Posts Reach
- 2,181 Total Reach
- 471 Engagement

Promote your Page for \$5
Reach more people in United States

Invite friends to like this Page

Posts to Page >

Drafts >

Scheduled Posts >

Hughson Police Services added 2 new photos.
Posted by Deputy Nikkel
Thursday at 3:59 PM · 🌐

**** Recent vehicle burglaries ****

There has been a rise in vehicle burglaries throughout Hughson recently. Please remember to not leave your valuables unattended in your car. If you must leave things in your car, put them in your trunk so they are not easily visible to thieves. Also, report any suspicious activity you see in your neighborh... [Continue Reading](#)





CITY OF HUGHSON AGENDA ITEM NO. 3.1

SECTION 3: CONSENT CALENDAR

Meeting Date: March 28, 2016
Subject: Approval of the City Council Minutes
Presented By: Christine Tallman, Interim City Clerk

Approved By: _____

Staff Recommendation:

Approve the Minutes of the Regular Meeting of March 14, 2016 and Amend the Minutes of February 22, 2016.

Background and Overview:

The draft minutes of the March 14, 2016 meeting are prepared for the Council's review. The amended minutes of the February 22, 2016 meeting with minor edits are also provided for reconsideration and approval.



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

**MINUTES
MONDAY, MARCH 14, 2016 – 7:00 P.M.**

CALL TO ORDER: Mayor Beekman

ROLL CALL:

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

Absent: Councilmember Jill Silva

Staff Present: Raul L. Mendez, City Manager
Daniel J. Schroeder, City Attorney
Jaylen French, Community Development Director
Larry Seymour, Chief of Police Services
Shannon Esenwein, Finance Director
Lisa Whiteside, Finance Manager
Sam Rush, Public Works Superintendent
John Padilla, City Treasurer
Jeff Montgomery, Management Intern

FLAG SALUTE: Mayor Beekman

INVOCATION: Mayor Beekman

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

No Public Comments.

2. PRESENTATIONS:

- 2.1: Stanislaus Business Alliance/Small Business Development Center,
Kurt Clark, SBDC Director

Kurt Clark, SBDC Director presented the Annual Report from the Stanislaus Business Alliance/Small Business Development Center.

- 2.2: Transportation Expenditure Plan for the Stanislaus Region, Rosa De León Park, Stanislaus Council of Government Executive Director

Kendall Flint, StanCOG Outreach Project Manager provided a PowerPoint presentation on the Transportation Expenditure Plan for the Stanislaus Council of Government.

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 February 22, 2016.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the Treasurer's Reports for: January 2016.
- 3.4: Adopt Resolution No. 2016-04, Approving and Authorizing the Submission of the 2015/2016 Local Transportation Fund Claim to the Stanislaus Council of Governments (StanCOG).
- 3.5: Adopt Resolution No. 2016-05, Accepting the City of Hughson's Americans with Disabilities Act (ADA) Service Request/Complaint Process and Form.
- 3.6: Approve the Terms of the Interfund Loan from the Water Fixed Asset Replacement Fund to the Water Fund and Adopt Resolution No. 2016-06, Authorizing Full Payment of the Installment Purchase Agreement to the United States of America, Department of Agriculture, Rural Utilities Service.
- 3.7: Adopt Resolution No. 2016-07, Accepting the Hughson Avenue Improvement Project and Authorizing the City Clerk to File the Notice of Completion (NOC).

- 3.8:** Approve a Fee Waiver for Hughson Youth Baseball/Softball (HYBS) Pertaining to the Use of Rolland Starn Park/Keith Crabtree Field for the 2016 Regular Season.

BEEKMAN/HILL 4-0 (SILVA - ABSENT) motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS: NONE.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS:

- 6.1:** Approve the Conversion of Two-Way Stops to Four-Way Stops at the Intersections of Fox Road/Charles Street and Whitmore Avenue/Tully Road.

Director French presented the staff report on this item.

CARR/YOUNG 4-0 (SILVA - ABSENT) motion passes to approve the Conversion of Two-Way Stops to Four-Way Stops at the Intersections of Fox Road/Charles Street and Whitmore Avenue/Tully Road.

- 6.2:** Approve an Agreement with the Hughson Chamber of Commerce for Promotional and Notary Services and Authorize the Mayor to Execute the Said Agreement.

City Manager Mendez presented the staff report on this item.

HILL/YOUNG 4-0 (SILVA - ABSENT) motion passes to approve an Agreement with the Hughson Chamber of Commerce for Promotional and Notary Services and Authorize the Mayor to Execute the Said Agreement.

7. CORRESPONDENCE: No action was taken on these items.

- 7.1:** Parks and Recreation Commission Agenda for March 8, 2016

8. COMMENTS:

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

City Manager:

City Manager Mendez thanked Lisa Whiteside for serving as the City Clerk for the meeting. He also updated the Council on the personal services agreement with Christine

Tallman for Interim City Clerk services and indicated that she would begin on March 22, 2016. City Manager Mendez also mentioned that the Mayor had requested additional information from the Stanislaus Regional Water Authority regarding the letter soliciting participation in the Regional Surface Water Supply Project.

City Clerk:

City Clerk Lisa Whiteside reminded the City Council that Form 700s are due by April 1.

Community Development Director:

Director French updated the Council on the Hatch and Santa Fe Signal Project, the sidewalk in front of La Perla Tapatia, the Dollar General Construction Project and the update of the City website. He also reported that the City is losing our Code Enforcement Officer (Paula Redfern) who is taking a full-time position with Modesto and that staff was exploring both short and long term options.

Director of Finance:

Director Esenwein advised the Council that she started working on the Fiscal Year 2016/2017 budget. She also reported that Gilton Solid Waste Management Services is changing pick up dates for some residential customers by adding an additional day (Wednesday) in order to more efficiently operate.

Police Services:

Chief Larry Seymour provided the City Council with the Crime Statistic Report. He also updated the Council on the Every 15 Minutes Program that took place at the high school in partnership with the School District, Hughson Fire and the California Highway Patrol.

City Attorney: None.

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

Councilmember Hill updated the Council on his attendance at the City/Fire 2+2 committee meeting.

Mayor Pro Tem Young updated the Council on his attendance of the Economic Development Committee (EDC) meeting.

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

Mayor Beekman advised that the City Manager’s contract ends in June. He requested a closed session at the next Council meeting to consider the renewal of the contract. The Mayor also updated the Council on his attendance of the Economic Development Committee (EDC) meeting.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

BEEKMAN/CARR motion passes to adjourn the meeting at 8:05 P.M.

MATT BEEKMAN, Mayor

LISA WHITESIDE, Temporary City Clerk



CITY OF HUGHSON
Special City Council Session
SAMARITAN VILLAGE ALMOND ROOM
7700 Fox Road, Hughson, CA

MINUTES
MONDAY, FEBRUARY 22, 2016 – 6:00 P.M.

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

Present: Mayor Matt Beekman
Councilmember George Carr
Councilmember Harold Hill

Absent: Mayor Pro Tem Jeramy Young
Councilmember Jill Silva

Staff Present: Raul L. Mendez, City Manager
Daniel J. Schroeder, City Attorney
Jaylen French, Community Development Director
Larry Seymour, Chief of Police Services
Dominique Spinale Romo, Assistant to the CM/City Clerk
Sam Rush, Public Works Superintendent
Jaime Velazquez, Utilities Superintendent
Lisa Whiteside, Finance Manager
Martha Serrato, Accounting Technician
Michelle Roberts, Accounting Technician

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Reverend Ernest Spears

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

Jean Henley-Hatfield addressed the City Council and complemented their work and that of City staff. She also invited the City Council, City staff and residents to the Open Garden scheduled for April 30, 2016 at the Hughson Arboretum and Gardens which would include a special remembrance of founder Margaret Sturtevant.

2. PRESENTATIONS:

2.1: State of the City Address, Presented by Mayor Matt Beekman.

Mayor Beekman delivered the State of the City Address on the City of Hughson whose theme centered on maximizing the City's potential by proactively exploring possibilities. He discussed the City's fiscal condition and current economic development initiatives—including investment in the downtown. He also emphasized the City's effort to better integrate technology in municipal governance. Mayor Beekman also shared information regarding the countywide effort to support a transportation sales tax measure in November 2016 to ensure that local roads in Stanislaus County are adequately maintained and improved.

City Manager Mendez and Community Development Director French provided information on the City's financial strategies, community partnerships, advanced planning and enhanced infrastructure.

Mayor Beekman recognized Dominique Spinale Romo for her time of service with the City of Hughson and wished her well in her new position with the City of Escalon as their Development Services Manager.

ADJOURN TO A RECESS AND REFRESHMENTS (Approximately 30 Minutes) – 6:55 P.M.

RECONVENE TO THE REGULAR CITY COUNCIL MEETING – 7:21 P.M.

2.2: Planning Commission and Parks and Recreation Commission Updates by Chairmen Alan McFadon and Matt House.

Chairman McFadon and Chairman House provided an update to the City Council and members of the public on their work, on behalf of the Planning Commission and Parks and Recreation Commission, in their respective areas.

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 February 8, 2016.
- 3.2:** Approve the Warrants Register.
- 3.3:** Review and Approve the City of Hughson Treasurer's Report:
(a) Investment Portfolio Report for October 2015.
(b) Investment Portfolio Report for November 2015.
(c) Investment Portfolio Report for December 2015.
- 3.4:** Approve an Amendment to the Turlock Groundwater Basin Association Memorandum of Understanding (MOU) to allow the City of Waterford to join as a New Party and to revise the method of adding new parties in the future, Adopt Resolution No. 2016-02, authorizing the above amendments to the Turlock Groundwater Basin Association Board Memorandum of Understanding, and authorize the Mayor to sign any and all documents associated with this amendment.
- 3.5:** Accept the Quarterly City of Hughson Legislative Report.

BEEKMAN/CARR 3-0 (YOUNG-Absent, SILVA-Absent) motion passes to approve the Consent Calendar as presented.

4. UNFINISHED BUSINESS:

- 4.1:** Adopt Resolution No. 2016-03, Approving Mid-Year Adjustments to the Operating Budget for Fiscal Year 2015-2016.

Finance Director Esenwein presented the staff report reviewing the recommended budget adjustments totaling \$326,089 for a variety of anticipated expenditures including contract services, administration, community improvements and infrastructure projects with the City Council. She noted that budget adjustments in the General Fund totaled \$46,970 with \$29,206 offset by various budget reductions. Mayor Beekman inquired about the use of Public Facilities Fees to fund past eligible purchases that used other sources. City Manager Mendez stated that he would be discussing the item with the City Attorney to determine if it was permissible.

CARR/HILL 3-0 (YOUNG-Absent, SILVA-Absent) motion to Adopt Resolution No. 2016-03, Approving Mid Year Adjustments to the Operating Budget for Fiscal Year 2015-2016.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

6. NEW BUSINESS: NONE.

7. CORRESPONDENCE: NONE.

8. COMMENTS:

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

City Manager: City Manager Mendez thanked the City Council for their leadership and support. He also complemented City staff for their dedication and thanked Dominique Spinale Romo for her service. He announced upcoming meetings: Love Hughson (2/23), Hughson Fruit and Nut Festival (2/23), Consolidated Emergency Dispatch Agency Commission (2/23) and Opportunity Stanislaus (3/1)

City Clerk: Dominique Spinale Romo graciously thanked the City Council and City staff for their support.

Community Development Director:

Director of Finance:

Police Services: Chief Seymour shared his Police Services Report and recapped the training that his staff had been provided in cooperation with local agencies and businesses.

City Attorney:

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

Councilmember Hill wished Dominique Spinale Romo well and thanked her for the assistance that she provided to him and the rest of the Council. He also shared that he had attended the City/Fire 2+2 meeting and also a local Chinese New Year Celebration in Modesto.

Councilmember Carr also thanked Dominique Spinale Romo for her service and wished her good luck in the City of Escalon.

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

Mayor Beekman thanked the City Council, City staff, partners and residents that had attended the State of the City Address and stated that it was a privilege to serve the community.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

HILL/CARR motion passes to adjourn the meeting at 7:47pm

MATT BEEKMAN, Mayor

LISA WHITESIDE, Temporary City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: March 28, 2016
Subject: Approval of Warrants Register
Enclosure: Warrants Register
Presented By: Shannon Esenwein, Director of Finance

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 March 15, 2016 through March 23, 2016.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

SE

REPORT.: Mar 23 16 Wednesday
 RUN.....: Mar 23 16 Time: 08:56
 Run By.: Lisa Whiteside

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 03-16 Bank Account.: 0100

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

Check Numbr	Check Date	Vendor Number	Vendor Name	Net Amount	nation----- Invoice #	Description
47517	3/15/2016	EMP01	STATE OF CALIFORNIA	\$ 1,277.49	B60317	PAYROLL TAXES
47518	3/15/2016	HAR02	THE HARTFORD	\$ 379.66	B60317	DEFERRED COMPENSATION
47519	3/15/2016	PER01	P.E.R.S.	\$ 6,329.38	B60317	RETIREMENT
47520	3/15/2016	STA23	CalPERS SUPPLEMENTAL INCO	\$ 710.00	B60317	DEFERRED COMPENSATION
47521	3/15/2016	UNI07	UNITED WAY OF STANISLAUS	\$ 29.00	B60317	UNITED WAY
47522	3/22/2016	ABS00	ABS PRESORT	\$ 684.42	103167	PRINTING OF UTILITY BILLS MARCH 2016
47523	3/22/2016	AFL01	AFLAC	\$ 839.97	B60322	AFLAC
47524	3/22/2016	ALF01	ALFARO, JOSE	\$ 210.00	B60321	SR CENTER RENTAL DEPOSIT REFUND 3/12/16
47525	3/22/2016	AND02	ANDREWS ELECTRIC	\$ 6,902.93	78735	REPAIR OF WELL #6 MOTOR
47526	3/22/2016	ARR00	NESTLE WATERS	\$ 54.04	16C002566	BOTTLED WATER FOR WWTP
47527	3/22/2016	ATT01	AT&T	\$ 4,348.84	B60321	PHONE
47528	3/22/2016	AVA00	AVAYA, INC	\$ 112.01	B60321	PHONE
47529	3/22/2016	AVA01	AVAYA, INC	\$ 125.16	733636305	PHONE
47530	3/22/2016	BLU04	BLUELINE RENTAL LLC.	\$ 271.07	746620001	SCISSOR LIFT/DELIVERY & PICK UP
47531	3/22/2016	CER11	CERES PIPE AND METAL	\$ 94.06	152225	DEPARTMENTAL SUPPLIES
47532	3/22/2016	CHW00	C.H. WILLIAMS & SONS INC.	\$ 110.00	140249	CO2 CYLINDER RENTAL- REPAIRING EQUIPMENT
47533	3/22/2016	CON14	CONDOR EARTH TECHNOLOGIES	\$ 518.75	72853	PROFESSIONAL SERVICES FOR FEBRUARY
47534	3/22/2016	DOJ00	DEPT OF JUSTICE-STATE OF	\$ 190.00	153003	FEBRUARY FINGERPRINTING
47535	3/22/2016	ESE00	ESENWEIN, SHANNON	\$ 263.30	B60321	REIMBURSEMENT NOTARY CONTINUING EDUC.& SUPPLIES
				\$ 826.13	B60322	CSMFO ANNUAL CONFERENCE REIMB. HOTEL & FOOD & MTG
			Check Total:	\$ 1,089.43		
47536	3/22/2016	EWI00	EWING IRRIGATION PRODUCTS	\$ 1,549.71	998533	PRE-EMERGENT FOR PARKS & HERBICIDE FOR ST. & PARKS
47537	3/22/2016	EZN00	EZ NETWORK SOLUTIONS	\$ 2,557.95	TS30961	IT SERVICES FOR MARCH
47538	3/22/2016	GEO01	GEOANALYTICAL LABORATORIE	\$ 600.00	C6B0913	MONITORING OF WASTEWATER
				\$ 55.00	C6B1801	MONITORING OF WASTEWATER
				\$ 55.00	C6B2301	MONITORING OF WASTEWATER
				\$ 35.00	C6B2302	LAB TESTING
				\$ 35.00	C6C0102	LAB TESTING
				\$ 55.00	C6C0103	MONITORING OF WWTP
			Check Total:	\$ 835.00		

SE

47539	3/22/2016	GRA01	GRAND FLOW	\$	564.69	135037	#10 WINDOW ENVELOPES
				\$	405.18	135038	REMINDER NOTICES-BLUE
			Check Total:	\$	969.87		
47540	3/22/2016	GRO01	FERGUSON ENTERISES, INC 1	\$	1,190.07	1147460	WATER DEPARTMENTAL SUPPLIES
				\$	819.03	1149168	WATER DEPARTMENTAL SUPPLIES
			Check Total:	\$	2,009.10		
47541	3/22/2016	HUG11	HUGHSON FARM SUPPLY	\$	32.77	H168518	MISC. TOOLS AND SUPPLIES
				\$	29.36	H169250	MISC. TOOLS & SUPPLIES
				\$	39.53	H169424	MISC. TOOLS AND SUPPLIES
				\$	3.17	H169427	MISC. TOOLS & SUPPLIES
				\$	84.76	H169625	MISC. TOOLS AND SUPPLIES
			Check Total:	\$	189.59		
47542	3/22/2016	HUG34	VALLEY PARTS WAREHOUSE, I	\$	93.27	169097	SMALL MATERIAL NEEDED FOR VEHIC. MAINT & REPAIR
				\$	11.38	170418	SMALL MATERIAL NEEDED FOR VEHIC. MAINT & REPAIR
			Check Total:	\$	104.65		
47543	3/22/2016	IND05	INDUSTRIAL ELECTRICAL CO	\$	300.00	196876	TROUBLE SHOOT MOTOR AT WELL #6
47544	3/22/2016	KUB00	KUBWATER RESOURCES, INC	\$	4,081.10	5528	POLYMER
47545	3/22/2016	LEG01	LEGAL SHIELD	\$	25.90	B60321	LEGAL SERVICES
47546	3/22/2016	MEN20	MENDEZ, RAUL	\$	760.45	B60321	REIMBURSEMENT-2016 CITY MANAGERS MEETING & MISC
47547	3/22/2016	MOS01	MOSS, LEVY & HARTZHEIM, L	\$	8,500.00	6575	COMPLETION OF FY END 6/30/15 AUDIT
47548	3/22/2016	NEU01	NEUMILLER & BEARDSLEE	\$	1,600.00	274922	LEGAL SERVICES JANUARY
				\$	6,989.57	275341	LEGAL SERVICES JANUARY
			Check Total:	\$	8,589.57		
47549	3/22/2016	PIT01	PITNEY BOWES	\$	513.37	B60322	POSTAGE
47550	3/22/2016	PRE07	PREFERRED ALLIANCE, INC.	\$	82.56	0120679IN	6-10 OFF-SITE PARTICPANTS FEB 2016
47551	3/22/2016	PUR01	PURCHASE POWER	\$	37.16	B60321	POSTAGE REFILL
47552	3/22/2016	QUI03	QUICK N SAVE	\$	22.91	1-3132	DIESEL
				\$	20.89	1-7233	DIESEL
			Check Total:	\$	43.80		
47553	3/22/2016	RAM15	R.A.M. FARMS, INC.	\$	350.00	15406	CHRISTMAS BANNER
47554	3/22/2016	RIC04	RICOH USA, INC	\$	1,340.16	96500541	COPIER LEASE
47555	3/22/2016	SAU00	SAUNDERS A/C & HEATING	\$	956.00	A1909	BI ANNUAL SERVICE TO AC UNITS
				\$	843.01	T10972	REPAIR AC UNITS ON COMMUNITY CENTER
			Check Total:	\$	1,799.01		
47556	3/22/2016	STA01	STANISLAUS COUNTY	\$	30,218.76	B60321	COUNTY PUBLIC FACILITIES FEES

47557	3/22/2016	STA47	STANISLAUS COUNTY SHERIFF	\$ 98,149.42	1516-165	LAW ENFORCEMENT SERVICES -JANUARY 2016
47558	3/22/2016	SYN02	SYNAGRO WEST, LLC	\$ 6,114.08	30-103914	SLUDGE REMOVAL
47559	3/22/2016	TEL03	TELNET COMMUNICATIONS	\$ 81.25	2016029	PHONE
47560	3/22/2016	TID01	TURLOCK IRRIGATION DIST.	\$ 29,032.97	B60321	ELECTRIC
47561	3/22/2016	UNI01	UNION BANK	\$ 2,433.00	B60321	ANNUAL ADMINISTRATION FEE FEB 2016-JAN 2017
47562	3/22/2016	WAR00	WARDEN'S OFFICE	\$ 45.71	1890829-0	OFFICE SUPPLIES
				\$ 25.65	1891130-0	OFFICE SUPPLIES

Check Total:				\$ 71.36		
47563	3/22/2016	WHI03	LISA WHITESIDE	\$ 51.99	B60321	REIMBURSEMENT FOR DINNER- EDC MTG 3/14/16
47564	3/22/2016	WIL01	CORBIN WILLITS SYSTEM	\$ 571.40	B603151	ENHANCEMENT & SERVICE FEE
47565	3/22/2016	WIL05	WILLE ELECTRIC	\$ 108.49	S1671677	SAFETY GLOVES
				\$ 447.71	S1687172	REPLACEMENT BULBS
				\$ 920.01	S1708256	STREET LIGHT SUPPLIES

Check Total:				\$ 1,476.21		
47566	3/22/2016	WIL14	WILLDAN ENGINEERING	\$ 290.00	B60321	HUGHSON CITY ENG SERVICES
				\$ 3,172.25	20160122	CITY ENGINEERING SERVICES FOR DEC 2015
				\$ 10,680.50	20160216	HUGHSON-FOX RD IMPR. ENGINEERING
				\$ 652.50	20160219	CITY ENGINEERING SERVICES FOR JAN 2016

Check Total:				\$ 14,795.25		

47567	3/23/2016	GIL01	GILTON SOLID WASTE	\$ 37,463.31	B60323	FEBRUARY GARBAGE LESS FRANCHISE FEE

Cash Account Total:				\$350,612.24		

Total Disbursements:				\$350,612.24		
				=====		



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

Meeting Date: March 28, 2016
Subject: Approval of the Treasurer's Report: Investment Portfolio Report – January 2016
Presented By: John Padilla, City Treasurer
Approved By: _____

Staff Recommendation:

Review and approve the City of Hughson Treasurer's Report: Investment Portfolio Report for January 2016.

Summary:

The City Treasurer is required to review the City's investment practices and approve the monthly Treasurer's report. Enclosed is a summary of the City of Hughson's Investment Portfolio for January 2016 and is provided as a supplementary document to the monthly Treasurer's report. As of January 2016, the City of Hughson's investment total is \$2,582,255.71 and has a total cash and investment balance of \$13,398,243.10. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson meets its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

Background and Overview:

The Investment Portfolio Report is intended to provide supplementary documentation of the City of Hughson's investment practices. According to the City of Hughson's Investment Policy, the City Treasurer shall submit to the City Council a quarterly investment report containing a complete description of the portfolio, the type of investments, the issuers, maturity dates, par and dollar values, and the current market values of each component of the portfolio. It is the goal of the City Treasurer however, to provide the investment report on a monthly basis as a supplement to the Treasurer's Report. Furthermore, when dealing with investment activities, the City of Hughson primary objectives, in order of priority, are safety, liquidity, and return on investments.

According to Michael DeGeeter, the City's MBS Account Executive, the City of Hughson utilizes a 5 year Certificate of Deposit (CD) laddering approach for its investment practices. This approach layers various CDs depending on interest rates and timing, which allows for reduced portfolio rates and a continuous stream of maturity dates. Mr. DeGeeter states that this CD approach has always spread positively for the City of Hughson and has had the highest yield of any spread thus far.

Enclosed is the City of Hughson's Treasurer's Report: Investment Portfolio Report for January 2016 along with supplementary graphs depicting the percentage of the City's portfolio of investments. After review and evaluation of the report, City staff submits the following detailed explanation for investments displaying significant variances:

L.A.I.F. Investments

The reported Local Agency Investment Fund (L.A.I.F.) investments reflect the City's most current balance statement as of January 15, 2016. The two L.A.I.F. accounts share a combined balance of \$78,909.24, comprising of only 3.06% of the City's total portfolio of investments. L.A.I.F. investments are reported on a quarterly basis. City Staff will continue to report the most recent L.A.I.F. investments and will proceed to update the funds on a quarterly basis.

Fiscal Impact:

As of January 2016, the total investments balance for the City of Hughson is \$2,582,255.71 accounting for 19.27% of the City's total cash and investments. The total cash and investment amount is \$13,398,243.10. Of the amounts invested, 0.45% is invested in Cash, Money, Funds, and Bank Deposits, 3.06% is invested in L.A.I.F. investments, and 96.49% is invested in CDs. As the year progresses and market values and interest rates increase, City staff will continue to monitor and report the City of Hughson's investment practices.

**City of Hughson
Portfolio of Investments
January 2016**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 9,765,619.94	\$ 1,095,910.56	\$ -	\$ 10,861,530.50
Adjustment-Direct Deposit Payroll		\$ -	\$ -	\$ -
Outstanding Deposits +			\$ -	\$ -
Outstanding Checks/transfers -	\$ 27,121.34	\$ (72,664.45)	\$ -	\$ (45,543.11)
ADJUSTED TOTAL	\$ 9,792,741.28	\$ 1,023,246.11	\$ -	\$ 10,815,987.39
Investments: Various				\$ 1,043,450.07
Multi-Bank WWTP				\$ 1,459,896.40
Investments: L.A.I.F.		\$ 39,517.46	\$ 39,391.78	\$ 78,909.24
Total Investments				\$ 2,582,255.71
Total Cash & Investments				\$ 13,398,243.10

All investment actions executed since the last report have been made in full compliance with the Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b)(2) and (3) respectively.

Breakdown of Investments

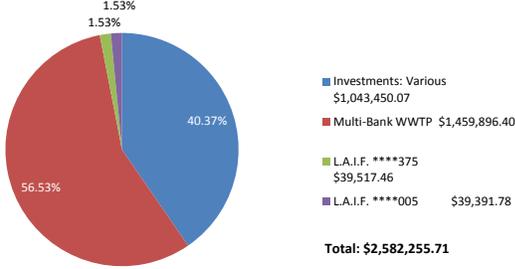
Investments: Various - ***850								
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio		
Cash, Money, Funds, and Bank Deposits:			\$ 5,835.80	\$ 5,835.80	\$ -	0.56%		
Total:			\$ 5,835.80	\$ 5,835.80	\$ -			
Fixed Income (Certificate of Deposits)								
Maturity Dates	Months til Maturity	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio	
	Statement Period (01/01/16 - 01/31/16)							
Ally Bank Midvalue Utah CTF DEP ACT/365	02/04/11 - 02/04/16	≈ 1 mo.	\$ 70,000.00	\$ 100.0000	\$ 70,000.00	\$ 690.41	2.000%	6.71%
GE Cap Finl Inc Retail CTF DEP	09/30/11 - 09/30/16	≈ 9 mo.	\$ 115,000.00	\$ 100.8220	\$ 115,945.30	\$ 775.07	2.000%	11.11%
Goldman Sachs BK USA New York CTF DEP DTD	11/16/11 - 11/16/16	≈ 10 mo.	\$ 53,000.00	\$ 100.9820	\$ 53,520.46	\$ 226.23	2.050%	5.13%
GE Cap Inc Retail CTF Dep Program Book	05/04/12 - 05/04/17	≈ 16 mo.	\$ 100,000.00	\$ 100.9500	\$ 100,950.00	\$ 417.12	1.750%	9.67%
American Express Centurion BK CTF DEP	05/09/13 - 05/09/18	≈ 28 mo.	\$ 100,000.00	\$ 99.8440	\$ 99,844.00	\$ 252.05	1.150%	9.57%
Belmont SVGS BK Mass	11/13/14 - 11/13/18	≈ 34 mo.	\$ 27,000.00	\$ 100.5230	\$ 27,141.21	\$ 90.58	1.550%	2.60%
State BK India York NY	09/11/14 - 09/11/19	≈ 44 mo.	\$ 55,000.00	\$ 100.5700	\$ 55,313.50	\$ 460.04	2.150%	5.30%
American Express Fed SVGS BK CTF DEP	10/16/14 - 10/16/19	≈ 45 mo.	\$ 30,000.00	\$ 100.8030	\$ 30,240.90	\$ 189.08	2.150%	2.90%
Discover BK Greenwood Del CTF	10/16/14 - 10/16/19	≈ 45 mo.	\$ 100,000.00	\$ 100.8030	\$ 100,803.00	\$ 630.27	2.150%	9.66%
American Express Centurion BK CTF DEP	12/04/14 - 12/04/19	≈ 47 mo.	\$ 80,000.00	\$ 101.0880	\$ 80,870.40	\$ 279.67	2.200%	7.75%
Capital One NATL ASSN MCLAN VA CTF	11/04/15 - 11/04/20	≈ 58 mo.	\$ 91,000.00	\$ 100.6600	\$ 91,600.60	\$ 471.70	2.150%	8.78%
Capital One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 58 mo.	\$ 100,000.00	\$ 100.6600	\$ 100,660.00	\$ 518.36	2.150%	9.65%
Discover BK Greenwood Del CTF	11/04/15 - 11/04/20	≈ 58 mo.	\$ 110,000.00	\$ 100.6590	\$ 110,724.90	\$ 583.45	2.200%	10.61%
Total CDs				\$ 1,037,614.27	\$ 5,584.03	70.40%		
Total Investments: Various Holdings				\$ 1,043,450.07	\$ 5,584.03	70.96%		
Total Portfolio Investment						40.41%		

Multi-Bank WWTP - ***934								
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio		
Cash, Money, Funds, and Bank Deposits:			\$ 4,600.4300	\$ 5,778.23	\$ -	0.40%		
Total:			\$ 4,600.4300	\$ 5,778.23	\$ -			
Fixed Income (Certificate of Deposits)								
Maturity Dates	Months til Maturity	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio	
	Statement Period (01/01/16 - 01/31/16)							
GE CAP Finl Inc Retail CTF DEP	09/30/11 - 03/30/16	≈ 2 mo.	\$ 31,000.00	\$ 100.8220	\$ 31,254.82	\$ 208.93	2.000%	2.14%
Goldman Sachs BK USA New York CTF DEP DTD	11/23/11 - 11/23/16	≈ 10 mo.	\$ 107,000.00	\$ 100.9980	\$ 108,067.86	\$ 414.66	2.050%	7.40%
Discover BK Greenwood DEL	05/08/13 - 05/08/18	≈ 28 mo.	\$ 40,000.00	\$ 99.8470	\$ 39,938.80	\$ 105.86	1.150%	2.74%
American Express Centurion Bk CTF DEP	05/09/13 - 05/09/18	≈ 28 mo.	\$ 57,000.00	\$ 99.8440	\$ 56,911.08	\$ 143.67	1.150%	3.90%
Firstbank P R Santuce	05/10/13 - 05/10/18	≈ 28 mo.	\$ 250,000.00	\$ 99.8410	\$ 249,602.50	\$ 151.03	1.050%	17.10%
State BK India Chicago ILL CTF DEP	12/18/13 - 12/18/18	≈ 35 mo.	\$ 25,000.00	\$ 101.0440	\$ 25,261.00	\$ 61.78	2.050%	1.73%
GE CAP Retail BK Draper Utah Instl	01/10/14 - 01/10/19	≈ 36 mo.	\$ 95,000.00	\$ 100.9850	\$ 95,935.75	\$ 103.85	1.900%	6.57%
First Sentry BK Inc Huntingtion West VA	03/08/13 - 03/08/19	≈ 38 mo.	\$ 46,000.00	\$ 98.3990	\$ 45,263.54	\$ 33.33	1.150%	3.10%
GE CAP Retail BK Draper Utah Instl	03/21/14 - 03/21/19	≈ 38 mo.	\$ 80,000.00	\$ 100.9340	\$ 80,747.20	\$ 559.89	1.950%	5.53%
JP Morgan Chase BK NA Columbus Ohio CTF	04/30/15 - 04/30/19	≈ 39 mo.	\$ 100,000.00	\$ 99.8990	\$ 99,899.00	\$ 4.11	1.500%	6.84%
Barclays BK Del Wilmington CTF DEP	05/28/14 - 05/28/19	≈ 40 mo.	\$ 40,000.00	\$ 101.4150	\$ 40,566.00	\$ -	0.000%	2.78%
Goldman Sachs BK USA New York CTF UT CTF DEP	06/04/14 - 06/04/19	≈ 41 mo.	\$ 80,000.00	\$ 100.6310	\$ 80,504.80	\$ 254.25	2.000%	5.51%
Sallie Mae BK Salt Lake City UT CTF DEP	10/08/14 - 10/08/19	≈ 45 mo.	\$ 50,000.00	\$ 100.8570	\$ 50,428.50	\$ 338.70	2.150%	3.45%
State BK India Chicago ILL	10/14/14 - 10/15/19	≈ 45 mo.	\$ 54,000.00	\$ 100.8420	\$ 54,454.68	\$ 338.65	2.100%	3.73%
Sallie Mae BK Salt Lake City UT CTF DEP	10/22/14 - 10/22/19	≈ 45 mo.	\$ 83,000.00	\$ 100.7880	\$ 83,654.04	\$ 493.79	2.150%	5.73%
Wells Fargo BK N A San Francisco Calif	04/30/15 - 04/30/20	≈ 51 mo.	\$ 100,000.00	\$ 99.2360	\$ 99,236.00	\$ 3.42	1.250%	6.80%
Capital One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 58 mo.	\$ 211,000.00	\$ 100.6600	\$ 212,392.60	\$ 1,093.73	2.150%	14.55%
Total CDs				\$ 1,454,118.17	\$ 4,309.65	85.06%		
Total Multi-Bank WWTP Holdings				\$ 1,459,896.40	\$ 4,309.65	85.45%		
Total Portfolio Investment						56.54%		

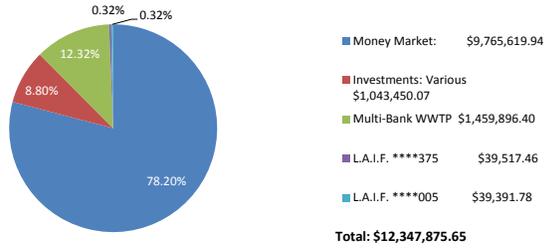
L.A.I.F. Investments					
Account #	Quarter End Principal Balance as of 01/15/2015	Quarterly Interest Earned as of 01/15/2015	Interest Rate	Total	% of Investment
****375	\$ 39,480.92	\$ 36.54	0.37%	\$ 39,517.46	50.08%
****005	\$ 39,355.36	\$ 36.42	0.37%	\$ 39,391.78	49.92%
Total L.A.I.F. Investments Holdings				\$ 78,909.24	100.00%
Total Portfolio Investment					3.06%

Charts and Graphs

**Total Portfolio of Investments by Account
January 2016**



**Total Portfolio of Investment
(Including Money Market Cash)
January 2016**



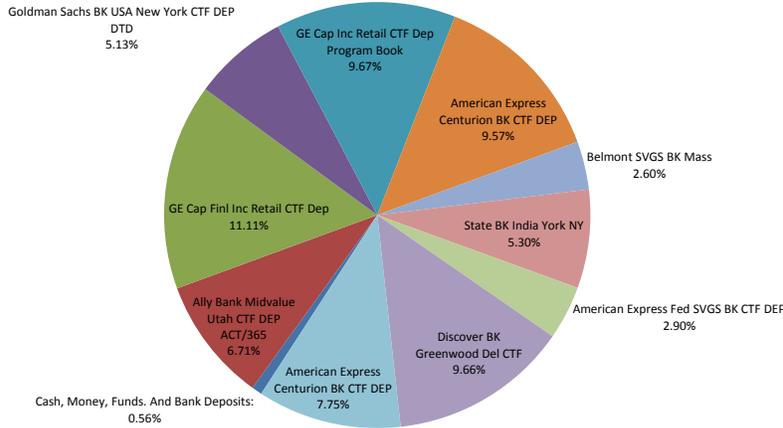
**Total Portfolio of Investments by Type
January 2016**



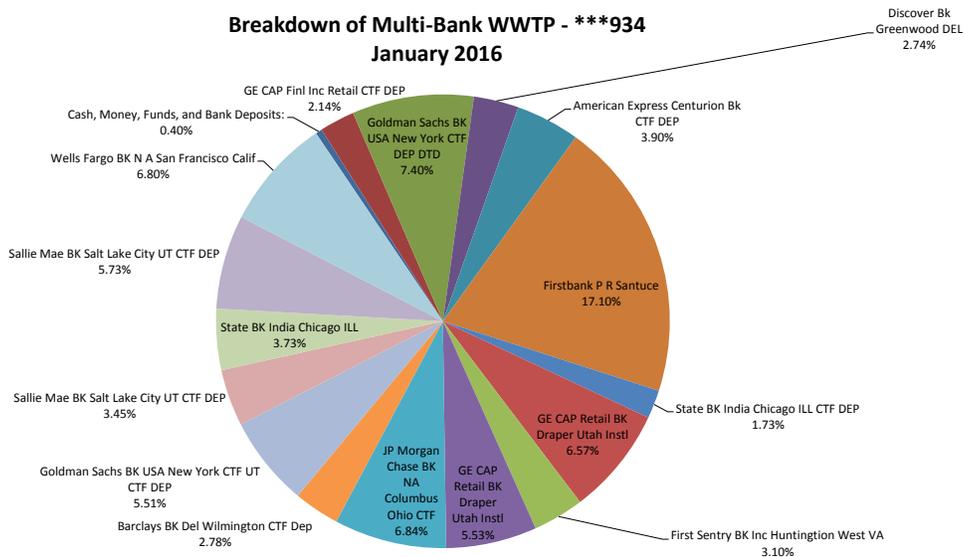
**Breakdown of L.A.I.F. Investments
January 2016**



Breakdown of Investments: Various - *850
January 2016**



Breakdown of Multi-Bank WWTP - *934
January 2016**





CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: March 28, 2016
Subject: Declaration of the Vacancy of the City of Hughson Representative to the Turlock Mosquito Abatement District
Presented By: Raul Mendez, City Manager

Approval: _____

Staff Recommendation:

1. Declare the vacancy of the City of Hughson representative to the Turlock Mosquito Abatement District.
2. Direct City staff to post the vacancy for 30 days and solicit applications for appointment to be considered by the City Council at a future regular meeting.

Background and Overview:

The City Council's participation in various Boards and Committees within the City and Stanislaus County is very beneficial to the City of Hughson.

To keep on track of the boards and committees and to ensure continued Council and City involvement, the City Council reviews the Council Committee appointments annually at the beginning of the year. Modifications to the assignments typically conducted in January of each year are considered on an as needed basis.

City staff was recently notified of the vacancy on Turlock Mosquito Abatement District--a seat previously held by Councilmember George Carr. This necessitated the need to declare and post the vacancy to begin soliciting applications for appointment consideration. If this item is approved by the City Council, City staff will post the vacancy through its traditional avenues (newspaper, website, newsletter and at City Hall) for a period of 30 days. After the 30 day period, City staff will examine the applications received and bring this item back to the City Council for consideration and action.

Turlock Mosquito Abatement District

The Turlock Mosquito Abatement District is governed by an eight member Board of Trustees. One trustee is appointed by each of the five major cities in the district: Ceres, Hughson, Newman, Patterson, and Turlock. The three remaining members are appointed by the Board of Supervisors of Stanislaus County.

The Turlock Mosquito Abatement District was formed on January 28, 1946, to protect the health of residents from the transmission of mosquito borne viruses and provide relief from the nuisance of mosquitoes. Originally, the District was established to control mosquitoes within a 342-square mile area; however, over time the area of service expanded to include all of Southern Stanislaus County (south of the Tuolumne River) which covers 966-square miles. The District provides service to cities such as Ceres, Hughson, Grayson, Newman, Patterson and Turlock. The District also serves the unincorporated areas within the southern portion of the county.

Fiscal Impact:

There is no fiscal impact to the City of Hughson associated with this item. Turlock Mosquito Abatement District Board members are allotted compensation directly from the District for expenses incurred in attending business meetings at a not to exceed amount of \$50 per month.



CITY OF HUGHSON AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: March 28, 2016
Subject: Approval of the Request by the Hughson Chamber of Commerce to Have and Sell Alcohol at the Hughson Fruit and Nut Festival - Saturday, April 30 and Sunday, May 1, 2016
Presented By: Raul Mendez, City Manager

Approved: _____

Staff Recommendation:

Approve the request by the Hughson Chamber of Commerce to have and sell alcohol at the Hughson Fruit and Nut Festival - Saturday, April 30 and Sunday, May 1, 2016.

Background:

Section 9.24.020 of the Municipal Code (Drinking and possession – Public areas) states that *“It is unlawful for any person to drink any alcoholic beverage or to possess any can, bottle or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed, on any public sidewalk, alley, street or highway, or in any city-owned park or other city-owned public place, unless the consumption of alcoholic beverages in such public place or places has been authorized by the city council. This section shall not be deemed to make punishable any such act or acts which are prohibited by the California Vehicle Code or by any other law of the state. (Ord. 86-01 § 1, 1986).”*

The Hughson Chamber of Commerce has requested that the City Council authorize the selling and serving of alcohol at the upcoming Hughson Fruit and Nut Festival scheduled Saturday, April 30, 2016 from 10a.m – 5p.m and Sunday, May 1, 2015 from 10a.m – 4p.m.

Last year at the Hughson Fruit and Nut Festival, the Hughson Chamber of Commerce Board of Directors hosted the “Barrel Room” during the event. The Hughson Chamber of Commerce provided for sale local wine and craft beer options for festival goers in a controlled enclosed area adjacent to the entertainment main stage. The Chamber worked with the City of Hughson and

Hughson Police Services to ensure adequate private security and safety measures were in place to provide a secure environment. The Chamber decorated the “Barrel Room” in a fenced area with tables, chairs, umbrellas, wine barrels and table top arrangements in festive harvest colors. The St. Anthony’s Catholic Church Knights of Columbus participated as servers at the “Barrel Room.” The Bank of the West staff oversaw the beverage ticket sales. The Hughson Chamber of Commerce secured the appropriate daily licenses for the Hughson Fruit and Nut Festival weekend through the State Department of Alcoholic Beverage Control (ABC) for the “Barrel Room.”

Based on the success of last year’s “Barrel Room,” the Hughson Chamber of Commerce decided to incorporate that element in the planning of this year’s event with the hope of expanding the footprint slightly to increase capacity and ultimately sales. Following approval by the City Council of this request, the Chamber will again submit an application to the State for the appropriate licenses for the specified weekend. Per the ABC application requirements, the required form must be received within ten (10) days of the event, but should not be submitted more than thirty (30) days in advance to the local office (Stockton).

Fiscal Impact:

There is no fiscal impact to the City of Hughson associated with approval of this item. Net proceeds are utilized by the Hughson Chamber of Commerce to continue providing the annual Hughson Fruit and Nut Festival for the enjoyment of residents and visitors.



CITY OF HUGHSON AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: March 28, 2016
Subject: Adoption of Resolution No. 2016-09, Approving the Amended and Restated Joint Powers Agreement Establishing the Stanislaus Council of Governments
Presented By: Raul Mendez, City Manager

Approved: _____

Staff Recommendation:

1. Adopt Resolution No. 2016-09, approving the Amended and Restated Joint Powers Agreement establishing the Stanislaus Council of Governments.
2. Authorize the Mayor to sign the Amended and Restated Joint Powers Agreement inclusive of any final edits by the City Attorney.

Background:

The Stanislaus Council of Governments (StanCOG), which is comprised of the 10 local agencies in Stanislaus County serves as the forum for discussion on transportation related issues.

On March 18, 2015, the Stanislaus Council of Governments (StanCOG) Policy Board adopted amendments to the Joint Powers Agreement (JPA) establishing StanCOG. Based on the amendment, it was determined that an amendment to the Bylaws to the JPA was also warranted and were subsequently adopted by the Policy Board on August 19, 2015.

The amendments made the following changes to the JPA and Bylaws.

1. Clarified the selection process for the Executive Committee of the Policy Board;
2. Adjusted the term of office for the Chair and Vice-Chair of the Policy Board from a fiscal year to a calendar year to align with elected officials terms of office; and
3. Updated the standing committee descriptions and compositions information to more accurately describe the committees.

Each member agency is required to formally approve the amendments through a resolution. The updated Stanislaus Council of Governments Joint Powers Agreement and Bylaws are attached.

Fiscal Impact:

There is no additional fiscal impact to the City of Hughson associated with approval of this item. Member agencies contribute annually to the Stanislaus Council of Governments at an approved level set during its annual budget. StanCOG's budget includes \$20,000 in member agency dues for Fiscal Year 2015-2016. Hughson's contribution, which is based on population, for the current fiscal year was \$271 and already included in the City's annual budget.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2016-09

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING AND AUTHORIZING THE SUBMISSION OF THE 2015/16
TRANSPORTATION FUND (LTF) CLAIM AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AND SUBMIT THE CLAIM ON BEHALF OF THE CITY**

WHEREAS, the City of Hughson is a party to the Joint Powers Agreement establishing the Stanislaus Council of Governments dated December 12, 2007 (JPA);

WHEREAS, on March 18, 2015, the StanCOG Policy Board approved an amendment to the JPA updating standing committee descriptions and composition information, clarifying the selection process for the Executive Committee of the StanCOG Policy Board, and adjusting the term of office for the Chair and Vice-Chair of the Policy Board from a fiscal year to a calendar year to correspond with elected officials terms of office;

WHEREAS, it was determined that the Bylaws of the JPA also needed to be amended to be consistent with the JPA;

WHEREAS, pursuant to Section 13 of the JPA, the Bylaws of the Stanislaus Council of Governments are those annexed to the JPA as Exhibit A and amendments to all or a portion of the Bylaws may be made in the manner prescribed in the Bylaws;

WHEREAS, Section 26.B of the JPA requires that any amendment to the JPA be ratified by resolution of 75% of the member agencies representing 75% of the population of the County of Stanislaus as determined by the most recent Decennial Census.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City of Hughson, as a party to the JPA, hereby approves the amendments to the JPA and the Bylaws as shown in Attachment A and authorizes the Mayor to execute the same.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting held on this 28th day of March 2016 by the following roll call votes:

AYES:

NOES:

ABSTENTION:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

CHRISTINE TALLMAN, Interim City Clerk

**AMENDED AND RESTATED JOINT POWERS AGREEMENT ESTABLISHING THE
STANISLAUS COUNCIL OF GOVERNMENTS**

THIS AGREEMENT, made and entered into in the County of Stanislaus, State of California, this _____ day of _____, 2016, is between the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, all municipal corporations, and the County of Stanislaus, a political subdivision of the State of California. The municipal corporations are sometimes referred to individually as “City” and collectively as “Cities.” The County of Stanislaus is sometimes referred to as “County.” The Cities and County are sometimes referred to individually as a “Party” and collectively as “Parties.”

WITNESSETH:

1. **RECITALS.**

1.1. **Common Power.** Chapter 5 of Division 7 of Title 1 (Sections 6500, et seq.) of the California Government Code authorizes two (2) or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the contracting parties.

1.2. **Common Authority.** The City of Modesto, by virtue of its charter, and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, by virtue of California Government Code Section 65600 through 65604, inclusive, possess in common the authority:

1.2.1. To study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes.

1.2.2. To do all acts necessary to participate in federal programs and receive federal funds for health, education, welfare, public works, and community improvement activities, including contracting and cooperating with other agencies.

1.3. **Orderly Development.** The people residing within the incorporated and unincorporated areas of Stanislaus County have an interest in the orderly development of their communities.

1.4. Independent Agency. The continued growth and extensive development within the incorporated and unincorporated areas of Stanislaus County evidenced a need to create a wholly independent regional agency capable of dealing with area-wide issues and problems.

1.5. Predecessor. The foregoing need led to the creation and establishment of the Stanislaus Area Association of Governments on May 11, 1971, the subsequent approval of a Revised Joint Powers Agreement on May 28, 1974, and a subsequent approval of a Joint Powers Agreement establishing the Stanislaus Council of Governments on June 5, 2001.

1.6. Effects. The establishment of STANISLAUS COUNCIL OF GOVERNMENTS (hereinafter referred to as “StanCOG”) has:

1.6.1. Provided a forum to study and develop solutions to area-wide problems of mutual concern to the various governmental entities in Stanislaus County.

1.6.2. Provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources.

1.6.3. Provided for the establishment of an agency responsible for identifying, planning, and developing solutions to regional problems requiring multijurisdictional cooperation.

1.6.4. Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide duties.

1.6.5. Facilitated cooperation among and agreement between local governmental bodies for specific purposes, interrelated development actions, and for the adoption of common policies with respect to issues and problems which are common to its members.

1.7. Amendment. The Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford and the County of Stanislaus, at this time, desire to amend that certain joint powers agreement of June 5, 2001, as subsequently amended on December 12, 2007, and enter into this Amended and Restated Agreement in order to establish the duties and powers of the STANISLAUS COUNCIL OF GOVERNMENTS.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

2. STATEMENT OF PURPOSE

The member Cities and the County have joined together to establish the Stanislaus Council of Governments for the following purposes:

2.1. Area-Wide Opportunities. A number of opportunities and issues within the area are either area-wide in nature or have area-wide aspects or implications, including, but not

limited to transportation, air quality, land use, economic development, job creation, and the reduction of unemployment.

2.2. Need. There is a demonstrated need for the establishment of an organization of the Cities and the County within the area to provide a forum for study and development of recommendations to area-wide problems of mutual interest and concern to the Cities and the County and to facilitate the development of policies and action recommendations for the solution of problems.

2.3. Independent Review. The Cities and the County wish to create an area-wide organization which will independently review and make comments to the member Cities and the County regarding projects which receive state or federal funding.

2.4. Elected Officials. The Cities and the County believe that an area-wide planning organization, governed solely by elected officials from the Cities and the County, with a staff independent of any City or the County, is best suited for area-wide planning and review.

2.5. Area-Wide Problems. The Cities and the County, working together through this organization, can exercise initiative, leadership, and responsibility for solving area-wide problems.

2.6. Allocation of Resources. The Cities and the County share common area-wide problems and issues, and at the same time, have different needs and priorities and are affected in different ways by these common area-wide problems and issues. The resources of StanCOG shall be allocated in a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

3. ESTABLISHMENT OF STANISLAUS COUNCIL OF GOVERNMENTS

3.1. Continued Public Entity. Upon the effective date of this Agreement, the Parties hereto hereby continue the STANISLAUS COUNCIL OF GOVERNMENTS, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

3.2. Continuation of Duties. StanCOG is the successor entity to the Area Association of Governments established in 1971, insofar as its predecessor entity has been designated, and insofar as legally authorized, it shall continue to function, without interruption in its duties, as:

3.2.1. The Local Transportation Authority (LTA) as designated by the Stanislaus County Board of Supervisors, pursuant to the Local Transportation Authority and Improvement Act set forth at California Public Utilities Code Sections 180,000, et seq.

3.2.2. The Area-wide Planning Organization (APO) as designated by the U.S. Department of Housing and Urban Development (HUD);

3.2.3. The Metropolitan Planning Organization (MPO) as designated by the U.S. Department of Transportation; pursuant to Title 23 of United States Code, Section 134 (23 USC 134) and Title 49 of the United States Code, Section 5303(b)(2).

3.2.4. The Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections 65080, et seq.

3.2.5. The regional planning representative, as designated by the parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to the StanCOG Policy Board of Directors for consideration, or which the StanCOG Policy Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not limited to the member entities of StanCOG.

3.2.6. The Congestion Management Agency (CMA) as designated by the Stanislaus County Board of Supervisors, pursuant to California Government Code Sections 65088, et seq.

3.2.7. The Abandoned Vehicle Authority (AVA) as designated by the Stanislaus County Board of Supervisors, pursuant to California Vehicle Code, Section 22710(a).

4. COOPERATION

The Parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of the StanCOG Policy Board or any committee or subcommittee thereof, which members shall act for and on behalf of their Cities or the County in any and all matters which shall come before StanCOG, subject to any necessary and legal approvals of their acts by the legislative bodies of the Cities and the County.

5. MEMBER AGENCIES.

StanCOG shall be composed of the County of Stanislaus and the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford, together hereinafter referred to as the Member Agencies.

6. BOARD AND VOTING

6.1. Board. The Stanislaus Council of Governments shall be governed by a Board of Directors, herein referred to as the StanCOG Policy Board, the members of which shall be appointed by the Member Agencies as follows.

6.1.1. Five members of the Board of Supervisors of the County of Stanislaus, with each member having one vote.

6.1.2. Three members from the Modesto City Council, with each member having one vote.

6.1.3. One (1) member from each of the City Councils of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford (with the Mayor an eligible member), and each member having one (1) vote.

6.1.4. A representative or his or her alternate must be present to vote.

6.2. Appointment and Term of Office. Members shall be appointed by the governing body of each Party and shall serve at the pleasure of their appointing body or until their respective successors are appointed. The term of office of each representative and alternate representative, should the alternate be an elected official, shall correspond with his or her term of office on the legislative body he or she represents. If a vacancy occurs, it shall be filled by a new appointment made by the appropriate Member Agency.

6.3. Alternate Representatives. Each Member Agency shall designate at least one alternate representative. Said alternates need not be elected officials of the member, however, the County Chief Executive Officer and the Modesto City Manager are not eligible to be designated as alternates. Members may designate more than one alternate for each representative, as deemed prudent by that member. To be eligible to cast the vote of the member, alternates must be designated, and notice of said designation given to the StanCOG Executive Director, at least twenty-four (24) hours prior to the first meeting at which that alternate is to attend on behalf of the Member Agency's designated Representative.

6.4. Quorum and Majority Requirements. The presence of at least one (1) representative, or in the absence of a representative his or her alternate, from a majority of the Member Agencies, shall constitute a quorum. A quorum shall be necessary for the purpose of conducting official business. A two-thirds majority of those present shall be required to approve all expenditures. For all other business, a majority vote of those present shall be sufficient. A roll call vote shall be conducted at the request of any representative.

6.5. Meeting Time and Place. The Stanislaus Council of Governments shall establish a time and place for regular Policy Board meetings. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, section 54950 et seq.

7. EXECUTIVE COMMITTEE

7.1. Executive Committee. The Executive Committee shall consist of five (5) members of the StanCOG Policy Board: Two of the representatives from the County Board of Supervisors, to be appointed by and serve at the pleasure of the County Board of Supervisors; One of the representatives from the City of Modesto, to be appointed by and to serve at the

pleasure of the City of Modesto and; Two representatives from among the other cities, said representatives to be chosen each year by the Policy Board members representing the cities other than Modesto. The Chairperson and Vice-Chairperson of the Policy Board shall be ex officio two of the five members of the Executive Committee, representing their respective Member Agencies, and shall serve as the Chairperson and Vice-Chairperson of the Executive Committee.

7.2. Powers of Executive Committee. The Executive Committee shall have such powers as are not inconsistent with this Agreement and as delegated to it by the StanCOG By-laws or the StanCOG Policy Board.

7.3. Alternate Representatives. Each representative of the Member Agency that sits on the Executive Committee shall designate at least one alternate representative in the manner set forth in Section 6.3, except that each alternate shall be a member of the StanCOG Policy Board.

8. MANAGEMENT AND FINANCE COMMITTEE.

8.1. Management and Finance Committee. The Management and Finance Committee shall consist of the Chief Administrative Official for the County of Stanislaus, or his or her designee; and the City Manager/Administrator for the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

8.2. The Management and Finance Committee shall be operated in accordance with the Bylaws of the Policy Board attached hereto as Exhibit A.

9. SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

9.1. Social Services Transportation Advisory Council. The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.
2. One representative of potential transit users who are handicapped.
3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
5. One representative of a local social service provider for persons of limited means.
6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section

15975 of the Government Code, if one exists, including one representative from an operator, if one exists.

7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

9.2. The Social Services Transportation Advisory Council shall be operated in accordance with the Bylaws of the Social Services Transportation Advisory Council attached hereto as Appendix I.

10. CITIZENS ADVISORY COMMITTEE

10.1. Citizens Advisory Committee. The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

10.2. The Citizens Advisory Committee shall be operated in accordance with the Bylaws of the Citizens Advisory Committee attached hereto as Appendix II.

11. BICYCLE / PEDESTRIAN ADVISORY COMMITTEE

11.1. Bicycle / Pedestrian Advisory Committee. The Bicycle/Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

11.2. The Bicycle / Pedestrian Advisory Committee shall be operated in accordance with the Bylaws of the Bicycle / Pedestrian Advisory Committee attached hereto as Appendix III.

12. VALLEY VISION STANISLAUS STEERING COMMITTEE

12.1. Valley Vision Stanislaus Steering Committee. The Valley Vision Stanislaus Steering Committee shall be comprised of twenty-one (21) residents of Stanislaus County, one (1) from each of the Member Agencies, and one representative from: Citizens Advisory Committee, Policy Board, LAFCO, Health, Agriculture, Environment/Conservation, Economic Development, Building Industry, Transit User/Provider, Education and Environmental Justice.

12.2. The Valley Vision Stanislaus Steering Committee shall be operated in accordance with the Bylaws of the Valley Vision Stanislaus Steering Committee attached hereto as Appendix IV.

13. POWERS AND FUNCTIONS

13.1. Specific Functions. The Stanislaus Council of Governments shall have the common power of the Parties hereto to plan, establish, administer, and operate an independent area planning organization and in the exercise of that power the Stanislaus Council of Governments is authorized in its own name to:

13.1.1. Employ an Executive Director as the chief administrative officer of Stanislaus Council of Governments.

13.1.2. Employ agents and employees and contract for professional services.

13.1.3. Make and enter into contracts.

13.1.4. Acquire, hold and convey real and personal property, including the power to acquire property by eminent domain.

13.1.5. Undertake the planning, design, environmental clearance and construction of transportation and other projects.

13.1.6. Cooperate with other agencies, counties and other local public agencies and participate in joint projects as necessary.

13.1.7. Incur debts, obligations and liabilities.

13.1.8. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California or any department, instrumentality, or agency thereof, for the purpose of financing its activities.

13.1.9. Invest money that is not needed for immediate necessities, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the California Government Code.

13.1.10. Have appointed members and ex-officio members of the Stanislaus Council of Governments serve without compensation from the Stanislaus Council of Governments, except that members of the StanCOG Policy Board may be reimbursed for all reasonable expenses and costs relating to attendance at Stanislaus Council of Governments meetings or other Stanislaus Council of Governments business.

13.1.11. Sue and be sued, in its own name only, but not in the name or stead of any Member Agency.

13.1.12. Exercise any and all other powers as may be provided for in California Government Code Section 6547.

13.1.13. The Stanislaus Council of Governments is hereby designated by the parties to this Agreement as the regional review agency for the purposes of acting on any appropriate proposals which may be presented to it for consideration, and as the sole regional planning representative for transmission of proposed recommendations to the U.S. Department of Housing and Urban Development or such other agency of the Federal Government or State Government as may be designated to receive such recommendations from the Council, and as the area-wide planning organization (APO) for the County of Stanislaus as such APO is defined in pertinent State and/or Federal directives and regulations.

13.1.14. File, within 30 days of the effective date of this Agreement, a Notice of the Agreement with the office of the California Secretary of State, pursuant to California Government Code, section 6503.5

13.1.15. Do all other acts reasonable and necessary to carry out the purposes of this Agreement.

13.2. Limitation. The powers to be exercised by the Stanislaus Council of Governments are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County in the exercise of similar powers.

13.3. Funds. StanCOG shall be held strictly accountable for all funds received, held and disbursed by it.

14. BYLAWS

14.1. Bylaws. The Bylaws of the Stanislaus Council of Governments shall be those attached to this Agreement marked "Exhibit A" and incorporated herein by reference. Amendments to all or a portion of the Bylaws may be made in the manner prescribed in the Bylaws.

15. EXECUTIVE DIRECTOR

15.1. Powers and Duties. The Executive Director shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by the Stanislaus Council of Governments Policy Board. The powers and duties of the Executive Director are:

15.1.1. To serve as the chief administrative officer of StanCOG and to be responsible to the StanCOG Policy Board for the proper administration of all affairs.

15.1.2. To appoint, supervise, suspend, discipline or remove StanCOG employees subject to those policies and procedures, from time to time, adopted by the StanCOG Policy Board.

15.1.3. To supervise and direct the preparation of the annual budget for the StanCOG and be responsible for its administration after adoption by the StanCOG Policy Board.

15.1.4. To formulate and present to the StanCOG Policy Board plans for StanCOG activities and the means to finance them.

15.1.5. To supervise the planning and implementation of all StanCOG activities.

15.1.6. To attend all meetings of the StanCOG Policy Board and act as the secretary to the StanCOG Policy Board.

15.1.7. To prepare and submit to the StanCOG Policy Board periodic financial reports and, as soon as practicable after the end of each fiscal year, an annual report of the activities of StanCOG for the preceding year.

15.1.8. To have custody and charge of all StanCOG property other than money and securities.

15.1.9. To transmit to the Executive Director's successor all books and records of StanCOG in his or her possession.

15.1.10. To perform such other duties as the StanCOG Policy Board may require in carrying out the policies and directives of the Stanislaus Council of Governments Board.

16. TREASURER

16.1. Treasurer. The Treasurer of the County shall be the Treasurer of StanCOG.

16.2. Duties. The Treasurer shall:

16.2.1. Receive and receipt all money of StanCOG and place it in the treasury of the County to the credit of StanCOG.

16.2.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all StanCOG money held by the Treasurer.

16.2.3. Pay, when due, out of money of StanCOG, all sums payable on outstanding bonds and coupons of StanCOG.

16.2.4. Pay any sums due from the StanCOG, from the StanCOG funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.

16.2.5. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the StanCOG the amounts of monies the Treasurer holds for the StanCOG, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

16.3. Reimbursement. StanCOG shall reimburse the County for the cost of services provided by the Treasurer to the Council on an at-cost basis.

17. AUDITOR-CONTROLLER

17.1. Auditor-Controller. The Auditor-Controller of the County shall be the Auditor -Controller for StanCOG.

17.2. Duties. The Auditor-Controller shall:

17.2.1. Draw warrants to pay demands against StanCOG when the demands have been approved by the StanCOG Policy Board and/or the StanCOG Executive Director. The Auditor -Controller shall be responsible on his/her official bond for the Auditor-Controller's approval of disbursements of StanCOG money.

17.2.2. Keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, and contributions made by each Party to this Agreement.

17.2.3. Make available all the financial records of StanCOG to a certified public accountant or public accountant contracted by StanCOG to make an annual audit of the accounts and records of StanCOG. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards.

17.3. Reimbursement. StanCOG shall reimburse the County for the cost of services provided by the Auditor-Controller to StanCOG on an at-cost basis.

17.4. Approvals. The Executive Director of the StanCOG and the Chairman of StanCOG Policy Board shall together have the power to approve to the auditor demands against StanCOG. The Vice-Chairman of StanCOG Policy Board shall be substituted in the absence or vacancy of either of the above officials.

18. FINANCING

18.1. Allocation of Financing. Each member shall contribute to the financial support of StanCOG. Each city's share of financial support shall be determined by the percentage its population has to the County as a whole. The County's share of financial support shall be determined by the percentage the population of the unincorporated areas of the County have to the County as a whole. Population is to be determined by the latest United States Decennial Census or later California State Department of Finance figures.

18.2. Annual Dues. The Policy Board may provide for annual dues to be paid by each member agency.

18.3. Fiscal Year. The fiscal year of StanCOG shall commence on July 1 of each year and shall terminate on June 30 of the following year. Each member shall deposit its share of financial support with the Treasurer of StanCOG no later than August 1 of each year.

18.4. Support from Member Agencies. A member agency in the exercise of the reasonable discretion of its governing body, may provide support for StanCOG, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and the professional and technical assistance as may be agreed upon from time to time by StanCOG and the respective member agencies. All assistance shall be provided on an at-cost basis.

18.5. Other Support and Fees. The Stanislaus Council of Governments shall apply for available state federal, regional, and local support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the Stanislaus Council of Governments Board may also establish and collect filing and processing fees from non-members in connection with matters to be considered by it.

19. BOND REQUIREMENTS

19.1. Bond Requirement. The Executive Director and such other persons employed by the Stanislaus Council of Governments as may be designated by the Stanislaus Council of Governments Policy Board, shall file with the Stanislaus Council of Governments Policy Board an official fidelity bond in a penal sum determined by the Stanislaus Council of Governments Board as security for the safekeeping of the Stanislaus Council of Governments' property entrusted to the employee. However, if the Executive Director or other such persons designated are already bonded by another agency, no additional bonding shall be required by this section. Premiums for any bonds required under this section shall be paid by the Stanislaus Council of Governments.

20. PARTIES LIABILITY

20.1. The debts, liabilities, and obligations of StanCOG shall not be debts, liabilities, or obligations of the Parties to this Agreement either singly or collectively.

21. ASSIGNABILITY

21.1. Assignability. With the approval of, and upon the terms agreed upon by, the governing body of each Party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however, no right or property of StanCOG shall be assigned without compliance with all conditions imposed by any state or federal entity from which Stanislaus Council of Governments has received financial assistance.

22. WITHDRAWAL OF A PARTY

22.1. Notice. A Party to this Agreement may, at any time, withdraw from the Stanislaus Council of Governments, following 90 days notice to StanCOG and all other Member Agencies of StanCOG, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party.

22.2. Effect of Withdrawal. Upon the effective date of such withdrawal such member shall cease to be bound by this Agreement, but shall continue to provide financial support through the approved percentage of planning funds provided to StanCOG, as Transportation Planning Agency under the provisions of Section 99233.2 of the Transportation Development Act. StanCOG assets representing any accumulated capital contribution of the withdrawing Party shall remain subject to StanCOG control, depreciation and use without compensation to the withdrawing party until termination of this Agreement and distribution of StanCOG assets.

22.3. Resumption of Membership. Any member agency which has withdrawn from StanCOG in accordance with the provisions of this Section 21 may resume its membership upon thirty (30) days' written notice to the then members, which notice may be waived by a majority vote of the StanCOG Policy Board.

23. TERMINATION AND DISSOLUTION

23.1. No Specific Term. This Agreement shall continue in force without specific term.

23.2. Termination. If, at any time, those Cities and County which are members of StanCOG contain less than 55% of the population residing within the area of Stanislaus County, based upon the latest available population estimates by the California Department of Finance, and there are less than a majority of local governments remaining as Member Agencies of StanCOG, StanCOG shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

23.3. Distribution of Assets. If this Agreement is terminated, all real and personal property owned by StanCOG shall be distributed to the Federal, State, or local funding agency or party to this Agreement that supplied the property or whose funding provided for the

acquisition of the property unless other distribution is provided by law. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this Agreement in proportion to the size of the jurisdiction as delineated in the latest California Department of Finance estimate of population.

23.4. Continues in Effect until Distribution. This Agreement shall not terminate until all property has been distributed in accordance with this provision.

24. RETURN OF SURPLUS FUNDS

24.1. Return of Surplus Funds. Upon termination of this Agreement, any surplus money on hand shall be returned, pro rata, to the Federal, State, or local agency or the party to this Agreement that provided the funds.

25. ADDITIONAL MEMBERS

25.1. Additional Members. In addition to the Cities identified in this Agreement, any city within Stanislaus County which may hereafter be incorporated and which desires to participate in the activities of StanCOG may do so by executing this Agreement without the prior approval or ratification of the named Parties to this Agreement and shall thereafter be a Party to this Agreement and be bound by all terms and conditions of this Agreement as of the date it executes this Agreement.

26. SUCCESSORS AND ASSIGNS

26.1. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

27. SEVERABILITY

27.1. Severability. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Member Agencies intended to enter into in the first instance.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

29. TITLES AND HEADING.

The Section titles and the headings of this Agreement are for convenience only and shall not be used in interpreting this Agreement.

30. EFFECTIVE DATE OF AGREEMENT

30.1. Effective Date. This Agreement shall become effective upon ratification by resolution of the Stanislaus County Board of Supervisors and each of the city councils of the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. From and after said date the agreements made establishing the Stanislaus Area Association of Governments dated May 11, 1971 and May 20, 1974, and the Agreement Establishing the Stanislaus Council of Governments dated June 5, 2001 shall be superseded, replaced and terminated by this Agreement and shall be of no further force and effect.

31. AMENDMENTS

31.1. This Agreement may be amended upon ratification by resolution of 75% of the member agencies representing 75% of the population of the County of Stanislaus as determined by the most recent Decennial Census. For this purpose each incorporated city shall represent those people residing within its city limits and the Stanislaus County Board of Supervisors shall represent those people who reside in the unincorporated areas of the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown in the respective signature blocks.

STANISLAUS COUNTY BOARD OF SUPERVISORS

By: _____
[Type Name]
[Type Title]

ATTEST:

By: _____
[Type Name]
Clerk of County Board of Supervisors

Approved as to Legal Form:

By: _____
[Type Name]
County Counsel

CITY OF CERES

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF HUGHSON

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF MODESTO

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF NEWMAN

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF OAKDALE

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF PATTERSON

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF RIVERBANK

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF TURLOCK

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

CITY OF WATERFORD

By: _____
[Type Name]
Mayor

ATTEST:

By: _____
[Type Name]
City Clerk

Approved as to Legal Form:

By: _____
[Type Name]
City Attorney

EXHIBIT "A"

**STANISLAUS COUNCIL OF GOVERNMENTS
AMENDED AND RESTATED BYLAWS**

RECITALS:

WHEREAS, it is deemed prudent to amend and restate the Bylaws of The Stanislaus Council of Governments. These Amended Bylaws, dated _____, shall supersede the previous Bylaws as amended April 10, 1974; July 10, 1974; November 10, 1976; and _____.

**ARTICLE I
NAME**

This joint powers agency shall be known as the STANISLAUS COUNCIL OF GOVERNMENTS (“StanCOG”) and shall exercise its powers within the geographical area of the County of Stanislaus as set forth in the joint powers agreement entered into by the County and the Cities (“Party or collectively “Parties”) establishing StanCOG.

**ARTICLE II
MEETINGS**

Section 1: Regular and Special Meetings.

A. The StanCOG Policy Board shall hold a regular meeting on the third Wednesday of each month, at 6:00 p.m., or at a time, specified by the StanCOG Policy Board. Such regular meetings shall be for considering reports of the affairs of StanCOG and for transacting such other business as may be properly brought before the meeting. Any regular meeting may be rescheduled on an individual basis as to date, time and place, by motion of the StanCOG Policy Board, in the event of a conflict with holidays, Director’s schedules, or similar matters, or, in the event of a lack of a quorum, as specified below. Notice of regular meetings shall be given to each representative and alternate representative at least ten (10) days prior to each meeting.

B. Special meetings may be called in accordance with the California Ralph M. Brown Act. Special meetings may be called by the Chairperson. No business except that specified in the notice shall be discussed at a special meeting.

C. All meetings shall be conducted in accordance with the Ralph M. Brown Act.

Section 2: Closed Sessions.

A. All information presented in closed session shall be confidential. Ex-Officio non-voting members shall not be permitted to attend closed sessions.

B. Under Government Code Section 54956.96, StanCOG adopts a joint powers agency limited disclosure policy as follows:

1. All information received by the legislative body of the local agency member in a closed session related to the information presented to StanCOG in closed session shall be confidential. However, a member of the legislative body of a member local agency may disclose information obtained in a closed session that has directed financial or liability implications for that local agency to the following individuals:

a) Legal counsel of that member local agency for purposes of obtaining advise on whether the matter has direct financial or liability implications for that member local agency.

b) Other members of the legislative body of the local agency present in a closed session of that member local agency.

2. Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

Section 3: Cancellation of Meetings.

The StanCOG Executive Director or the Chairperson of the StanCOG Policy Board may cancel any regular or special meeting of StanCOG except upon objection by any representative.

Section 4: Notice of Meetings.

A. Notice of regular meetings shall be in accordance with the Ralph M. Brown Act. The StanCOG Executive Director or the Chairperson of the StanCOG Policy Board shall direct the publication of notices of all meetings, public hearings, etc., as required by the California Government Code. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.

B. In the case of special meetings, the written notice shall specify the specific nature of the business to be transacted and shall be in accordance with the Ralph M. Brown Act.

Section 5: Committee Meetings.

Except as herein or otherwise provided, the Standing Committees of StanCOG shall meet on the call of their Chairperson. Notice of committee meetings shall be in accordance with the Ralph M. Brown Act.

Section 6. Quorum.

A quorum for conducting all matters of business shall be the presence of at least one (1) representative, or the alternate, from a majority of the Member Agencies. A two-thirds majority of those present shall be required to approve all expenditures.

Section 7. Voting.

A. Voting shall only be conducted at properly noticed meetings where a quorum has been established and members are physically present, except as provided in Government Code Section 54953 for teleconferencing.

B. Voting shall be by voice, show of hands, or roll call vote. Any Director may request a roll call vote.

C. In all cases, a vote to “abstain” shall be counted as an “aye” vote unless there is a majority vote to defeat the motion and then the vote to abstain shall be counted as a “no” vote.

Section 8: Lack of a Quorum.

A. If less than a quorum of the Directors are present at any properly called regular, adjourned regular, special, or adjourned special meeting, the member(s) who are present may adjourn the meeting to a time and place specified in the order of adjournment. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was to have been held within 24 hours after adjournment.

B. If all the members are absent from any regular or adjourned regular meeting, the Executive Director may so adjourn the meeting and post the order or notice of adjournment as provided, and additionally shall cause a written notice of the adjournment to be given in the same manner as for a notice of a special meeting.

C. If the notice or order of adjournment fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for the regular meeting of StanCOG.

Section 9. Agenda.

Any Director or the Executive Director may cause an item to be placed on the agenda.

Section 10. Adjournment.

Except as provided in Section 8 above, a meeting may be adjourned by the presiding officer's own action; however, any Director may object to such adjournment by the presiding officer and then a motion and action is required in order to adjourn the meeting in accordance with Robert's Rules of Order.

ARTICLE III
CONDUCT OF MEETINGS

Section 1: General Conduct.

Except as herein or otherwise provided, ROBERTS RULES OF ORDER shall govern all proceedings of the Council. In any event, all proceedings and conduct of the meetings shall be in full compliance with the State of California Government Code.

Section 2. Decorum

All Directors, and staff, shall conduct themselves in accordance with Robert's Rules of Order and in a civil and polite manner toward other board members, employees, and the public. Using derogatory names, interrupting the speaker having the floor, or being disorderly or disruptive, are prohibited actions. If any meeting is willfully interrupted by any individual so as to render the orderly conduct of that meeting infeasible, that individual may be removed from the meeting. If any group or groups of persons willfully interrupts a meeting so as to render the orderly conduct of that meeting infeasible, the presiding officer, or a majority of the Board, may clear the meeting room in accordance with Government Code Section 54957.9.

Section 3: Voting Authorization.

All votes shall be cast by the person or persons authorized to do so by the member which they represent. Such authorization shall be made known to the Executive Director of StanCOG at least twenty-four hours prior to the meeting. No proxy, absentee, or fractional votes may be cast.

ARTICLE IV
EXECUTIVE SESSIONS

Section 1: Executive Sessions.

Executive sessions shall be held in conformance with the Government Code of the State of California.

ARTICLE V
OFFICERS

Section 1: Chair.

A. The representatives of StanCOG shall elect from among their members a Chair of the Policy Board. The Chair shall serve a one-year term of office beginning at the first regular meeting of each calendar year. The Chair may serve more than one (1) term if re-elected by the Policy Board.

B. The Chair shall preside at all meetings of the Policy Board and such other meetings approved by the Policy Board.

C. The Chair shall serve as the official spokesperson for the Policy Board.

D. The Chair shall appoint such committees and other working groups as prescribed by the Policy Board.

E. The Chair shall designate Directors or others to represent the Policy Board at various meetings, hearings, and conferences.

F. The Chair shall perform such other duties as necessary to carry out the work of the Policy Board or as prescribed by law.

Section 2: Vice-Chair.

A. The representatives of StanCOG shall elect from among their members a Vice-Chair of the Policy Board. The Vice-Chair shall serve a one-year term of office beginning at the first regular meeting in each calendar year. The Vice-Chair may serve more than one (1) term if re-elected by the Policy Board.

B. The Vice-Chair shall act in the place of and have all the powers and duties of the Chair in the absence of the Chair.

Section 3: Absences.

In the absence of both the Chair and the Vice-Chair, a majority of the Policy Board shall select a Director to serve as Chair Pro Tem.

Section 4: Secretary.

The Executive Director shall serve as the Secretary of the StanCOG Policy Board. The Secretary shall maintain a public record of the Policy Board's resolutions, transactions, findings, and determinations, and shall prepare agendas and minutes of each Regular and Special meeting of StanCOG.

Section 5: Vacancy.

Upon a vacancy occurring in the office of the Chair, the Vice-Chair shall assume the office of Chair for the balance of the unexpired term. Upon a vacancy occurring in the office of the Vice-Chair the representatives shall elect, from among their members, a Vice-Chair to serve the balance of the unexpired term.

ARTICLE VI
COMMITTEES

Section 1: Standing Committees.

The Standing Committees of the Council shall be:

A. Executive Committee.

The Executive Committee shall consist of five (5) members of the StanCOG Policy Board: Two of the representatives from the Stanislaus County Board of Supervisors, to be appointed by and serve at the pleasure of the Stanislaus County Board of Supervisors; One of the representatives from the City of Modesto, to be appointed by and to serve at the pleasure of the City of Modesto City Council, and; Two representatives from among the other Cities, said representatives to be chosen each year by the Policy Board members representing the cities other than Modesto, and serve at the pleasure of these other cities. The Chairperson and Vice-Chairperson of the Policy Board shall be ex officio two of the five members of the Executive Committee, representing their respective Member Agencies, and shall serve as the Chairperson and Vice-Chairperson of the Executive Committee.

The Executive Committee shall be operated in accordance with the Bylaws of the Policy Board.

B. Management and Finance Committee.

The Management and Finance Committee shall consist of the Chief Administrative Official for the County of Stanislaus, or his or her designee; and the City Manager/Administrator for the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford.

The Management and Finance committee shall be operated in accordance with the Bylaws of the Policy Board.

C. Social Services Transportation Advisory Council.

The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.
2. One representative of potential transit users who is handicapped.
3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
5. One representative of a local social service provider for persons of limited means.
6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.
7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

The Social Services Transportation Advisory Committee shall be operated in accordance with the Bylaws of the Social Services Transportation Advisory Committee.

D. Citizens Advisory Committee.

The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

The Citizens Advisory Council shall be operated in accordance the Bylaws of the Citizens Advisory Council.

D. Bicycle / Pedestrian Advisory Committee .

The Bicycle/Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County, one (1) from each of the Member Agencies.

The Bicycle/Pedestrian Advisory Committee shall be operated in accordance with the Bylaws of the Bicycle/Pedestrian Advisory Committee.

F. Valley Vision Stanislaus Steering Committee.

The Valley Vision Stanislaus Steering Committee shall be comprised of up to twenty-one (21) members which shall consist of Tier I and Tier II members as follows:

Tier I Members: One representative (Planning Director or his/her designee) from each of the ten (10) Member Agencies (Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, Waterford, and Stanislaus County); one (1) representative (Executive Officer or his/her designee) from LAFCO; one (1) representative from the Policy Board.

Tier II Members: One representative may be appointed as needed from each of the following: Citizens Advisory Committee, Health Industry, Agriculture Industry, Environment/Conservation, Economic Development, Building Industry, Transit User/Provider, Education and Environmental Justice.

The Valley Vision Stanislaus Steering Committee shall be operated in accordance with the Bylaws of the Valley Vision Stanislaus Steering Committee.

Section 2: Special Committees.

The Chair of the Policy Board or Directors may appoint additional committees as may be necessary or desirable.

ARTICLE VII
FINANCIAL DETERMINATIONS

Section 1: Withdrawal.

A member of the Council that withdraws from the Council shall not have its financial contribution refunded.

Section 2: Newly Incorporated Cities.

Any newly incorporated city which becomes a member of the Council after the commencement of a fiscal year shall not be required to contribute financially to the Council until the subsequent fiscal year, providing that the said newly incorporated city becomes a member of the Council within one (1) year of its incorporation date.

Section 3: Other Political Entities.

Any other political entity which becomes a member of StanCOG after the commencement of a fiscal year shall contribute to the Council that amount which it would have contributed had it been a member at the commencement of the fiscal year.

ARTICLE VIII
REFERRALS

StanCOG may accept by letter or resolution referrals for study and report from any duly constituted advisory or legislative body or their representatives. Reports will be made and returned to the referring body within a reasonable time.

ARTICLE IX
REPORTS

StanCOG shall render a written report on its activities at the end of each fiscal year of operation to each legislative body which is a Member Agency of StanCOG.

ARTICLE X
INITIATIVE

StanCOG may, upon its own initiative, institute action to carry out any routine or special study or project.

ARTICLE XI
COORDINATION

It is the policy of StanCOG to establish technical and advisory liaison with all other agencies and bodies seeking to improve the quality of planning, health, safety, welfare and governmental services for the Stanislaus Regional Area.

ARTICLE XII
TRANSMITTAL OF PLANNING INFORMATION

StanCOG hereby approves as a regular operating procedure the transmittal of planning information to the individual Boards of Supervisors, City Councils, County and City Planning Commissions, the California State Office of Planning, and any other duly constituted regional area, metropolitan, or other Planning Commission which may request in writing such information.

ARTICLE XIII
AMENDMENTS

Section 1: These Bylaws may be amended by a two-thirds vote of those representatives voting at a Regular Meeting of the StanCOG Policy Board.

Section 2: Amendments to these Bylaws may be proposed by any representative of StanCOG.

Section 3: In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted in writing by the Secretary to the representatives and alternate representatives at least fifteen (15) days prior to the meetings.

APPENDIX I

STANISLAUS COUNCIL OF GOVERNMENTS

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

BYLAWS

ARTICLE I
FUNCTION

Section 1: The Social Services Transportation Advisory Council (SSTAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board and have the following responsibilities:

1. Annually participate in the identification of transit needs in the jurisdiction, including unmet transit needs that may exist within the jurisdiction of the Stanislaus Council of Governments, and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services.
2. Annually review and recommend action by StanCOG for the area within StanCOGs jurisdiction which finds by resolution, that:
 - A. there are no unmet transit needs; or
 - B. there are no unmet transit needs that are reasonable to meet; or
 - C. there are unmet transit needs, including needs that are reasonable to meet.
3. Advise StanCOG on any other major transit issues, including the coordination and consolidation of specialized transportation services.

ARTICLE II
MEMBERSHIP

Section 1: The Social Services Transportation Advisory Council shall consist of the following members who are residents of Stanislaus County:

1. One representative of potential transit users who is 60 years of age or older.

2. One representative of potential transit users who is handicapped.
3. Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
4. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
5. One representative of a local social service provider for persons of limited means.
6. Two representatives from the local consolidated transportation service agency, designated pursuant to Subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.
7. Up to two (2) additional representatives, if desired by StanCOG and appointed by the Executive Committee.

Section 2: A quorum shall constitute one-half (1/2) plus one (1) of the current membership.

Section 3: Any qualified resident of Stanislaus County may apply for membership on the Social Services Transportation Advisory Council. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Social Services Transportation Advisory Council shall be valid for a period of two years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Executive Committee of StanCOG shall appoint, from the list of applicants, the members of the Social Services Transportation Advisory Council.

ARTICLE III

TERM OF OFFICE

Section 1: Of the initial appointments to the Social Services Transportation Advisory Council, one-third of them shall be for a one-year term, one-third shall be for a two-year term, and one-third shall be for a three-year term.

Section 2: Subsequent to the initial appointment, the term of appointment shall be for three years, which may be renewed for additional three-year terms.

ARTICLE IV
MEETINGS

Section 1: The Policy Board shall establish a regular place and time for meetings of the Social Services Transportation Advisory Council, in consultation of the Committee members.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Social Services Transportation Advisory Council will be expected to attend the meetings of the Council on a regular basis. Any member of the Council who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year, may be dismissed from the Council.

ARTICLE VI
REMOVAL

The Executive Committee of StanCOG may, at any time, recommend the removal of any member of the Social Services Transportation Advisory Council. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The Social Services Transportation Advisory Council shall elect from among its membership a Chair, and a Vice-Chair. The term of office shall be for one year.

Section 2: The Social Services Transportation Advisory Council shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Social Services Transportation Advisory Council shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the StanCOG fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Social Services Transportation Advisory Council and shall provide the Social Services Transportation Advisory Council with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the StanCOG Policy Board, the members of the Social Services Transportation Advisory Council shall receive no compensation for their service.

Section 2: The Policy Board shall provide the Committee with the financial support StanCOG deems necessary for the successful functioning of the Social Services Transportation Advisory Council.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the Social Services Transportation Advisory Council present and voting at a regular meeting of the Social Services Transportation Advisory Council, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members present and voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the said proposed amendment has been submitted in writing to the members of the Social Services Transportation Advisory Council at least fifteen (15) days prior to the meeting at which a vote is to be taken.

APPENDIX II

STANISLAUS COUNCIL OF GOVERNMENTS

CITIZENS ADVISORY COMMITTEE BYLAWS

ARTICLE I
FUNCTION

Section 1: The Citizens Advisory Committee (CAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on matters related to transportation from the public's perception and transportation activities affecting the general public.

ARTICLE II
MEMBERSHIP

Section 1: The Citizens Advisory Committee shall be comprised of ten (10) residents of Stanislaus County. A quorum shall constitute one-half (1/2) plus one (1) of the current membership.

Section 2: The ten members of the Committee shall consist of one representative from each of the following jurisdictions:

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

Section 3: Any resident of Stanislaus County may apply for membership on the Citizens Advisory Committee. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Committee shall be valid for a period of two (2) years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Policy Board's Executive Committee shall appoint from the list of applicants the members of the Citizens Advisory Committee.

Section 5: When making Citizen's Advisory Committee appointments, the Policy Board's Executive Committee shall attempt to fill vacancies on the Committee by appointing members from an agency or jurisdiction that is not already represented on the Committee. The Executive Committee shall also consider obtaining a balance of views and a cross-section of county interests.

ARTICLE III
TERM OF OFFICE

Section 1: Each appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any member of the Committee serve on the Committee longer than eight (8) consecutive years.

ARTICLE IV
MEETINGS

Section 1: The Policy Board shall establish a regular place and time for meetings of the Committee, in consultation of the Committee members.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Citizens Advisory Committee will be expected to attend the meetings of the Committee on a regular basis. Any member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year, may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Executive Committee may, at any time, recommend the removal of any member of the Citizens Advisory Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The Citizens Advisory Committee shall elect from among its membership a Chair, and a Vice-Chair. The term of office shall be one year.

Section 2: The Citizens Advisory Committee shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board.

The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the StanCOG fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Citizens Advisory Committee and shall provide the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Citizens Advisory Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the Committee with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X

AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the Committee present and voting at a regular meeting of the Committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted in writing to the members of the committee at least fifteen (15) days prior to the meeting at which a vote is to be taken.

APPENDIX III

STANISLAUS COUNCIL OF GOVERNMENTS

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE BYLAWS

ARTICLE I
FUNCTION

The Bicycle and Pedestrian Advisory Committee (BPAC) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on matters related to bicycle and pedestrian needs or concerns and advise on the development of the StanCOG Non-motorized Transportation Plan.

ARTICLE II
MEMBERSHIP

Section 1: The Bicycle and Pedestrian Advisory Committee shall be comprised of ten (10) residents of Stanislaus County. A quorum shall constitute one-half (1/2) plus one (1) of the current membership.

Section 2: The ten members of the Committee shall consist of one representative from each of the following jurisdictions:

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

Section 3: Any resident of Stanislaus County may apply for membership on the Bicycle and Pedestrian Advisory Committee. The Secretary of StanCOG shall maintain a current list of all applicants. Each application for membership on the Committee shall be valid for a period of two (2) years. After this time, the applicant's name may be removed from the list of applicants.

Section 4: The Policy Board's Executive Committee shall appoint from the list of applicants the members of the Bicycle and Pedestrian Advisory Committee.

Section 5: When making Bicycle and Pedestrian Advisory Committee appointments, the Policy Board's Executive Committee shall attempt to fill vacancies on the Committee by appointing members from an agency or jurisdiction that is not already represented on the Committee. The Executive Committee shall also consider obtaining a balance of views and a cross-section of county interests.

Section 6: The following agencies are invited to have members attend meetings of the BPAC and share their expertise, as non-voting members.

- Various City agencies having an interest in non-motorized transportation
- Stanislaus County [Department of Public Works, Traffic Engineering, or related departments]
- California Department of Transportation [CalTrans]
- Stanislaus County-based bicycling or pedestrian organizations

Section 7: Any appointment term shall commence as of the date of appointment.

ARTICLE III **TERM OF OFFICE**

Section 1: Each appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any member of the Committee serve on the Committee longer than eight (8) consecutive years.

ARTICLE IV **MEETINGS**

Section 1: The Policy Board shall establish a regular place and time for meetings of the Committee, in consultation of the Committee members.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V **ATTENDANCE**

The members of the Bicycle and Pedestrian Advisory Committee are expected to attend the meetings of the Committee on a regular basis. Any member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Policy Board Executive Committee may, at any time, recommend the removal of any member of the Bicycle and Pedestrian Advisory Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The BPAC shall elect from among its membership a Chair and a Vice-Chair. The term of office for each shall be one year.

Section 2: The BPAC shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Committee shall conduct all proceedings in conformity with Robert’s Rules of Order and the Brown Act.

Section 3: All references to “year” shall refer to the California fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Bicycle and Pedestrian Advisory Committee and shall provide the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Bicycle and Pedestrian Advisory Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the BPAC with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the BPAC voting at a regular meeting of the Committee, and shall be subject to the

majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted, in writing, to the members of the BPAC at least fifteen (15) days prior to the meeting at which a vote is to be taken.

APPENDIX IV

STANISLAUS COUNCIL OF GOVERNMENTS

VALLEY VISION STANISLAUS STEERING COMMITTEE BYLAWS

ARTICLE I
FUNCTION

The Valley Vision Stanislaus Steering Committee (VVS) shall be a standing committee of the Stanislaus Council of Governments. The Committee shall advise the StanCOG Policy Board on issues related to the development of the Sustainable Communities Strategy (SCS) as part of the Regional Transportation Plan (RTP).

ARTICLE II
MEMBERSHIP

Section 1: The Valley Vision Stanislaus Steering Committee shall be comprised of up to twenty-one (21) members. A quorum shall consist of one-half (1/2) plus 1 (1) of the current membership.

Section 2: The twenty-one (21) members of the Committee shall consist of Tier I and Tier II members.

Tier I Members:

One representative (Planning Director or his/her designee) from each of the 10 Member Agencies:

City of Ceres	City of Hughson
City of Modesto	City of Newman
City of Oakdale	City of Patterson
City of Riverbank	City of Turlock
City of Waterford	Stanislaus County

One representative (Executive Officer or his/her designee) from LAFCO

One representative from the Policy Board

Tier II Members:

One representative may be appointed as needed from each of the following:

Citizens Advisory Committee
Health Industry
Agriculture Industry
Environment/Conservation
Economic Development
Building Industry
Transit User/Provider
Education
Environmental Justice

ARTICLE III
TERM OF OFFICE

Section 1: Tier I appointments shall not be subject to term restrictions or limits. Each Tier II appointment to the Committee shall be for a term of four (4) years.

Section 2: In no case shall any Tier II member of the Committee serve on the Committee longer than eight (8) consecutive years.

Section 3: Any appointment term shall commence as of the date of appointment.

ARTICLE IV
MEETINGS

Section 1: The Policy Board shall establish a regular place and time for meetings of the Committee.

Section 2: The Executive Director may designate agenda items for any meetings of the Committee. The members of the Committee may also designate agenda items for consideration by the Committee.

ARTICLE V
ATTENDANCE

The members of the Valley Vision Stanislaus Steering Committee are expected to attend the meetings of the Committee on a regular basis. Any Tier II member of the Committee who has three consecutive un-notified absences, four consecutive notified absences, or five absences in any one calendar year may be dismissed from the Committee.

ARTICLE VI
REMOVAL

The Policy Board Executive Committee may, at any time, recommend the removal of any Tier II member of the Valley Vision Stanislaus Steering Committee. A majority vote of the members of the Policy Board Executive Committee shall be required to approve any removal.

ARTICLE VII
OFFICERS, RULES, AND PROCEDURES

Section 1: The VVS shall elect from among its membership a Chair and a Vice-Chair. The term of office for each shall be one year.

Section 2: The VVS shall adopt rules and procedures for its meetings. These rules and procedures shall be subject to approval by the StanCOG Policy Board. The Committee shall conduct all proceedings in conformity with Robert's Rules of Order and the Brown Act.

Section 3: All references to "year" shall refer to the California fiscal year, July 1 through June 30.

ARTICLE VIII
STAFF

The Executive Director of StanCOG, or his or her appointee, shall serve as the Secretary of the Valley Vision Stanislaus Steering Committee and shall provide the Committee with appropriate staff assistance.

ARTICLE IX
FINANCING

Section 1: Except as specifically provided by the Policy Board, the members of the Valley Vision Stanislaus Steering Committee shall receive no compensation for their service.

Section 2: The Policy Board shall provide the VVS with the financial support deemed necessary for the successful functioning of the Committee.

ARTICLE X
AMENDMENT OF BYLAWS

Changes or amendments to these Bylaws shall be approved by two-thirds (2/3) of the members of the VVS voting at a regular meeting of the Committee, and shall be subject to the majority approval of the Stanislaus Council of Governments Policy Board members voting at a regular meeting of the StanCOG Policy Board. In no case shall a vote on a proposed amendment be conducted unless the proposed amendment has been submitted, in writing, to the members of the VVS at least fifteen (15) days prior to the meeting at which a vote is to be taken.



CITY COUNCIL AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: March 28, 2016

Subject: Approval of the Professional Services Agreement with BaseCamp Environmental for the Preparation of Additional Environmental Documents Associated with the City of Hughson Well No. 7 Replacement Project

Enclosure: Professional Services Agreement with BaseCamp Environmental

Presented By: Jaylen French, Community Development Director

Approved By: _____

Staff Recommendation:

1. Approve a Professional Service Agreement with BaseCamp Environmental for the preparation of additional environmental documents associated with the City of Hughson Well No. 7 Replacement Project.
2. Authorize the Mayor to execute the Professional Service Agreement with BaseCamp Environmental.

Background and Overview:

In 2013, the City of Hughson applied for a Safe Drinking Water State Revolving Loan for the Well No. 7 Replacement Project. Subsequently, in accordance with the requirements of the California Environmental Quality Act (CEQA), the City prepared an Initial Study for the project. The Initial Study identified potentially significant environmental effects on biological and cultural resources, but that these potential effects could be reduced to a less than significant level with recommended mitigation measures. On the basis of the Initial Study, a proposed Mitigated Negative Declaration (MND) was prepared. BaseCamp Environmental (formerly InSight Environmental) assisted the City of Hughson and MCR Engineering at that time with the environmental work.

Subsequently, the Well No. 5 Reconstruction Project was incorporated into the MND by way of an addendum, which allows for minor changes to the MND for the record, but does not require additional public review or recirculation of the MND.

Over the last two and a half years, the City has been working with the State on various elements of the Well No. 7 Replacement Project, including, but not limited to, a consolidation project to include residential units outside of the City limits into the City's water system, an income survey to determine if the City is eligible for grant funding as opposed to loan funding, and the Financing Agreement.

During that time, a new environmental review specialist from the State identified that additional environmental documentation—an Addendum—was required to address a slight change in the project description. And also to address new elements of CEQA that are now required since 2013. This may include additional cultural analysis. Once the contract has been approved, Charlie Simpson, Owner and President of BaseCamp Environmental, will coordinate with the State to determine if the cultural analysis is required.

Discussion:

This item is to seek City Council approval of the negotiated Professional Services Agreement with BaseCamp Environmental for the preparation of the additional environmental document(s), required by the State, associated with the City of Hughson Well No. 7 Replacement Project.

BaseCamp Environmental has proposed to prepare the required addendum, as described previously in this staff report, for \$2,500. They, in coordination with City staff and the State, will determine if additional cultural analysis is required. BaseCamp will perform this work, if required, for \$3,900. This equals a maximum total of \$6,400 and a minimum total of \$2,500.

Fiscal Impact:

BaseCamp Environmental has proposed a cost between \$2,500 and \$6,400 depending on whether additional cultural analysis is required per the State. The cost of the cultural analysis is \$3,900.

This item is not budgeted in the Hughson Final Fiscal Year 2015-2016 Budget. The City will include the line item, under the Water Enterprise Fund (Fund 80), in as part of the year-end process for the current year or the Preliminary Fiscal Year 2016-2017 budget as necessary.

PROFESSIONAL SERVICE AGREEMENT
(City of Hughson/BaseCamp Environmental)

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

RECITALS

City has determined that it requires the following professional services from a consultant: Complete additional Environmental documents for the City’s Well No. 7 Replacement Project, including an Addendum to the existing Mitigated Negative Declaration, as well as an enhanced Cultural Analysis, required by the State of California.

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 March 18, 2016 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 March 18, 2016 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.

1.3. “Commencement Date”: March 21, 2016.

1.4. “Expiration Date”: June 30, 2016.

2. TERM

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

3. CONSULTANT’S SERVICES

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

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

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

4. COMPENSATION

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

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

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

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

5. OWNERSHIP OF WRITTEN PRODUCTS

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

6. RELATIONSHIP OF PARTIES

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

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

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

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

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

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

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

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

9. INSURANCE

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

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

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

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

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

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

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

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

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

9.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with

other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

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

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

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

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

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

10. MUTUAL COOPERATION

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

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

11. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during

normal business hours. City shall further have the right to audit such records, to make transcripts there from 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
7018 Pine Street | P.O. Box 9
Hughson, CA 95326
Telephone: (209) 883-4054

With courtesy copy to:

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

14. SURVIVING COVENANTS

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

15. TERMINATION

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

materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

16. GENERAL PROVISIONS

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

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

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

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

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

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

Agreement shall be deemed to have been waived by City or Consultant unless in writing.

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

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

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

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

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

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

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

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

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

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

“City”
City of Hughson

“Consultant”
BaseCamp Environmental

By: _____
Raul L. Mendez, City Manager

By: _____
Charlie Simpson, Owner and Principal

Date: March 18, 2016

Date: March 18, 2016

Attest:

By: _____
Shannon Esenwein, Finance Director

Date: March 18, 2016

Approved as to form:

By: _____
Dan Schroeder, City Attorney

EXHIBIT A
SCOPE OF WORK & APPROVED FEE SCHEDULE

BASECAMP ENVIRONMENTAL, INC.

SCOPE OF WORK, SCHEDULE AND COST
CITY OF HUGHSON WELL #7
CEQA ADDENDUM, SHPO CONSULTATION LETTER AND
CULTURAL RESOURCES SURVEY
March 17, 2016

SCOPE OF WORK

1. Prepare brief addendum to the adopted IS/MND per the requirements of CEQA Guidelines 15064, including modified Project Description, review and discussion of potential environmental effects and CEQA findings, for adoption by City Council.
2. Modify previously-submitted NEPA documents to reflect revised project.
3. Interact with State funding agency to determine whether revised cultural resources report is required to meet federal Section 106 standards, including Native American consultation.
4. If required, prepare a draft concurrence request letter to State Historic Preservation Office (SHPO) for submittal to funding agency.

SCHEDULE

The above-described scope of work will be completed within a mutually-agreeable schedule as determined by the City of Hughson.

COSTS

Costs for items 1, 2 and 4 will be billed on a time and materials basis in accordance with BaseCamp's 2016 Rate and Charge Schedule, following. Costs will not exceed \$2,500.00 without prior authorization from the City.

Item 3, if required, will be billed at cost of \$3,900.00 as proposed by subcontractor Genesis Society.

STANDARD SCHEDULE OF RATES AND CHARGES
BASECAMP ENVIRONMENTAL, INC.
2016

HOURLY FEES FOR PERSONNEL

Principal	\$190
Senior Planner	\$150
Project Planner	\$130
Assistant Environmental Planner	\$110
Research Specialist	\$90
Graphics Technician	\$90
Document Processing	\$80

COPYING CHARGES

Charges for copying by BaseCamp Environmental will be charged as follows:

Copies (b/w)	\$0.10/page
Copies (color)	\$0.15/page

EXPENSES

Materials and services purchased by BaseCamp in connection with services provided under this Agreement will be invoiced at actual cost. Materials and services include but are not limited to costs for subcontractor, travel and subsistence, insurance certificates necessitated by the job, document and map reproduction, computer time, telecommunications, out-of-house fax, rented or leased equipment, supplies, and postage and shipping expenses.

**EXHIBIT B
INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George Azevedo, CLU 718 Lincoln Center Stockton, CA 95207 	CONTACT NAME: George Azevedo PHONE (A/C, No, Ext): 209-474-3285 FAX (A/C, No): 209-474-3539 E-MAIL ADDRESS: george@georgeazevedo.com PRODUCER CUSTOMER ID #:																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>State Farm General Insurance Company</td> <td>25151</td> </tr> <tr> <td>INSURER B :</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td>State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm General Insurance Company	25151	INSURER B :	State Farm Mutual Automobile Insurance Company	25178	INSURER C :	State Farm Fire and Casualty Company	25143	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																						
INSURER E :																						
INSURER F :																						
INSURED CHARLES SIMPSON DBA: BASECAMP ENVIRONMENTAL, INC 115 S SCHOOL ST STE 14 STOCKTON, CA 95219-3397																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	90-CJ-V091-1	10-28-2015	10-28-2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION \$ 10,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	203 1652-A23-551 2014 FORD FLEX VIN# 2FMHK6D83EBD26294 330 1000-D28-55A	01-23-2016	07-23-2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A	90-CX-B352-5	03-01-2016	03-01-2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WELL NO. 7 REPLACEMENT PROJECT

CERTIFICATE HOLDER CITY OF HUGHSON COMMUNITY DEVELOPMENT DIRECTOR CITY OF HUGHSON ATTN: JAYLEN FRENCH	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2016

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PRODUCER CorRisk Solutions 225 W. Washington St. Suite 1560 Chicago, IL 60606	CONTACT NAME:	Karen Bronson	
	PHONE (A/C, No, Ext):	312-263-4218	FAX (A/C, No, Ext):
	E-MAIL ADDRESS:	kbronson@corrisksolutions.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	New Hampshire Insurance Company	23841
INSURED BaseCamp Environmental, Inc. 115 S. School Street Suite 14 Lodi, CA 95240	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991173-00	01/10/16	01/10/17	Per Occurrence: \$1,000,000 Annual Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

Well No. 7 Replacement Project

CERTIFICATE HOLDER

CANCELLATION

City of Hughson
Community Development Department

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Attention: Jaylen French
7018 Pine Street
Hughson, CA 95326

AUTHORIZED REPRESENTATIVE



CITY COUNCIL AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: March 28, 2016

Subject: Approval of the Proposed City of Hughson Project List for the 2016 Stanislaus County Transportation Expenditure Plan

Enclosure: Draft Transportation Expenditure Plan Project List
Exhibit A: Roadway Maintenance Project Map
Exhibit B: Residential Area Maintenance Map

Presented By: Jaylen French, Community Development Director

Approved By: _____

Staff Recommendation:

1. Approve the proposed City of Hughson Project List for the 2016 Stanislaus County Transportation Expenditure Plan.
2. Direct City staff to submit said list to the Stanislaus Council of Governments (StanCOG) to be incorporated into the final Expenditure Plan Project List.

Background and Overview:

The Stanislaus Council of Governments (StanCOG), which is comprised of the 10 local agencies in Stanislaus County, serves as the forum for discussion on transportation related issues. The StanCOG Policy Board is made up of elected representative(s) from each local agency in the County. On December 16, 2015 the Policy Board approved placing a half-cent transportation sales tax measure on the November 2016 ballot for voter consideration.

Now, together with the local agencies, StanCOG is developing a 25-year expenditure plan for the sales tax measure, which is estimated to generate over \$960 million. Thus far, the expenditure plan framework has been developed, which was heavily influenced by a comprehensive public outreach program that asked residents to identify their priorities for future transportation programs and projects. This included numerous meetings with community leaders representing diverse viewpoints, meetings with individual local agencies, presentations and meetings with City Councils, a series of three (3) focus groups in the eastern area

of the County, a statistically valid telephone poll and more than 50 community presentations throughout the County.

The expenditure plan framework, which was adopted by the StanCOG Policy Board on December 16, 2015, includes five (5) major improvement categories, as listed below:

Local Streets and Roads	50%	\$480,150,000
Regional Projects	28%	\$268,884,000
Traffic Management	10%	\$96,030,000
Other (Transit)	7%	\$67,221,000
<u>Bicycle/Pedestrian</u>	<u>5%</u>	<u>\$48,015,000</u>
	100%	\$960,300,000

Of the five (5) categories, three (3) categories—Local Streets and Roads, Traffic Management and Bicycle/Pedestrian—totaling 65%, are proposed to be under local control. Meaning each local agency will determine specifically how the funds are expended within that category.

The funds generated from the Transportation Sales Tax Measure, if passed, will be distributed to the local agencies based on their share of sales tax receipts, minus 1% for program administration. The City of Hughson, Waterford and Newman are each being provided a ‘floor’ of 1.26% of the total sales tax receipts in Stanislaus County. This is approximately 0.08% greater than the City of Hughson’s share of the actual sales tax receipts. The City is expected to receive approximately \$7,862,498 over the next 25 years, or 1.26% of the anticipated monies in each applicable category.

\$6,048,075	Local Street and Roads
\$1,209,615	Traffic Management
<u>\$604,808</u>	<u>Bicycle/Pedestrian</u>
\$7,862,498	Total

Discussion:

Each agency has been tasked with developing a project list to add detail to the expenditure plan framework. Once adopted by each respective Council or Board, StanCOG will compile the local project lists along with the regional projects (in the other two (2) categories) to develop the final expenditure plan. This is expected to be approved in June 2016 to kick-off the campaign effort in July leading to the November vote of the public.

This Staff Report and Agenda Item is to seek approval of the City of Hughson project list. The attached project list includes projects in three (3) categories, per the expenditure plan framework.

Streets and Roads

The City is expected to receive approximately \$242,000 per year for roadway maintenance projects. To develop this list, City staff carefully considered the condition of each roadway to first determine the type of improvement required—an overlay or reconstruction, then to determine when the proposed improvement should be made. To assist with this assessment, City staff reviewed the Pavement Management Program (PMP) study that was prepared in 2013, which specifies the condition of each roadway. It should be noted that over time, or depending on various other factors, the project type (reconstruction vs. overlay) may need to be reconsidered. The project list has been developed using the best information available, but is subject to change over the 25-year life of the Measure.

The further the condition of a roadway deteriorates, the greater the improvement required. The cost of an overlay on average is one-fourth the cost of reconstructing that same roadway. Therefore, if roadways can be preserved with overlays, the expected monies received from the sales tax measure can go further and improve more roadways. The City of Hughson is in a great position to maximize these funds as its current average roadway condition is 82 on a scale of 0 to 100. This means that the City's roadways are in "good" condition currently. Only four (4) reconstruction projects are recommended compared with 18 overlay projects.

The proposed roadway maintenance projects include all collector and arterial roadways in the City, i.e. non-residential roads. Please see Exhibit A. For the maintenance of residential roadways, roughly half of the remaining area not covered by specific projects, is within an assessment district—a landscape and lighting district or a benefit assessment district. The assessment for each district covers roadway maintenance costs except one (1), Starn Estates. To address the maintenance of the remaining residential roadways, City staff has included a line item titled 'Various Residential Roadway Maintenance'. Please see the attached Exhibit (Exhibit B). City staff will undertake its own assessment of these residential roadways to determine the priority order and when they should be improved.

City staff estimated the cost of each project based on knowledge of similar projects. Inflationary costs have been considered to the greatest extent possible. City staff has purposefully been conservative in the estimates so as not to over promise and under deliver. Still, it is the City's assumption that it will be able to leverage other monies to help fund projects on the list. The expectation is that the City will be able to complete projects sooner than listed and complete a greater number of projects over the life of the sale tax measure.

The proposed project list includes a line item for "Various Roadway Maintenance Improvements". This line item, while vague, provides the City the opportunity to address roadway repairs that arise unexpectedly or sooner than expected. Also, this will provide the City with monies to repair roadways that may be affected during a development project to take full advantage of economies of scale opportunities.

Traffic Management

The Traffic Management category is intended for intersection signalization and improvements. Considering that the City of Hughson's traffic management needs are minimal, City staff focused its attention on another related desire of the City.

Santa Fe Avenue is one of three major roadways that residents, visitors and others use to travel into the City. In most cases, this roadway is the traveler's first impression of the City. For those traveling through the City (e.g. from Modesto to Turlock) there is little, apart from the water tower, that tells travelers that they are in Hughson. Additionally, the aesthetic quality of a majority of the roadway could be improved. City staff is currently developing ideas to address these issues, a few of which have been included on the project list.

First, City staff would like to commission a Corridor Study or concept plan for Hatch Road, Santa Fe Avenue, Euclid Avenue, Hughson Avenue and Whitmore Avenue. This plan would help to provide a unifying presence to each major roadway in the City. As various funds become available, projects specified in the Corridor Study, could be completed to achieve the ultimate vision.

One such project proposed on Santa Fe Avenue would be the construction of three roundabouts: one in the northern, the central and southern portions of the City to provide a "Hughson" presence on the roadway. With this concept, roundabouts first serve to improve the aesthetic quality of the intersection and the area. The proposal is to construct a roundabout that includes enhanced landscape and city signage.

The proposed project list includes a roundabout on Santa Fe Avenue and Whitmore Avenue. See below.



This intersection includes more points of entry than is typical and is difficult to navigate for vehicles and pedestrians. The City has set aside Regional Surface Transportation (RSTP) and Congestion Management Air Quality (CMAQ) funds for the design and engineering of sidewalks across the railroad tracks to help with pedestrian travel. However, the geometry of the intersection should be improved.

Considering the flaws in the intersection geometry, the space available in the intersection and the strong desire to improve its aesthetic quality, City staff has considered a roundabout to address these issues. Further, the roundabout will serve as a gateway into the City.

Bicycle/Pedestrian

As discussed previously, City staff's proposed primary expenditure for this category is the Corridor Study. Among other things, the Corridor Study will include developing proposed recreational trail improvements to the Hatch Road canal. The City of Ceres has developed the canal as a recreational trail to great effect. This would be a significant amenity for the residents of Hughson.

Additionally, City staff would like to study the Santa Fe corridor to determine if there is a possibility to use the railroad right-of-way for a continuation of the canal trail or as a standalone recreation trail.

In regards to the expenditure plan, once the Corridor Study is developed, the remaining funds will go towards improvements along the canal, which comprises the bulk of the funds in the category. While the funding expected from the sales tax measure in this category is not sufficient to complete the recreational trail along the canal, City staff may be able to leverage other monies to help fund improvements; and having a plan in place makes it easier to apply for and receive grant funding.

Conclusion

City staff is seeking approval of the proposed project list to be incorporated into the expenditure plan for the 2016 Stanislaus County Transportation Sales Tax Measure.

Fiscal Impact:

The transportation sales tax measure is proposed as a specific-purpose tax; therefore, it will require 66.67% approval of the public to pass. If the Measure is passed, the City will incorporate the expected funds, or approximately \$7,862,498 over the next 25 years, into each City budgeting cycle.

Stanislaus County Transportation Sales Tax Measure

City of Hughson Expenditure Plan

March 28, 2016



LOCAL STREETS & ROADS

PROJECT	From	To	Cost	Year
Hughson Avenue Overlay	Santa Fe Avenue	7th Street	\$80,000	2017
Tully Road Overlay	City Limits	Whitmore Avenue	\$100,000	2017
Santa Fe Avenue Overlay	Hatch Road	City Limits	\$350,000	2018
Charles Street Overlay	Santa Fe Avenue	Prelude lane	\$225,000	2019
Elm Street Overlay	Santa Fe Avenue	Charles Street	\$60,000	2021
Whitmore Avenue Overlay	City Limits	City Limits	\$300,000	2021
Euclid Avenue Overlay	Hatch Road	City Limits	\$400,000	2022
Locust Street Overlay	Tully Road	Mariposa Drive	\$225,000	2023
2nd Street Reconstruction	Hughson Avenue	Locust Street	\$200,000	2024
1st Street Overlay	Santa Fe Avenue	Walker Lane	\$100,000	2025
3rd Street Reconstruction	Whitmore Avenue	Fox Road	\$450,000	2026
Hatch Road Overlay	Santa Fe Avenue	Euclid Avenue	\$400,000	2028
Fox Road Overlay	Flora Vista Drive	Euclid Avenue	\$250,000	2029
Pine Street Overlay	Santa Fe Avenue	East End	\$225,000	2030
7th Street Overlay	Santa Fe Avenue	Hatch Road	\$350,000	2032
4th Street Overlay	Hughson Avenue	Fox Road	\$100,000	2033
6th Street Overlay	Hughson Avenue	Fox Road	\$150,000	2034
Tully Road Overlay	Santa Fe Avenue	Hatch Road	\$125,000	2035
Elm Street Reconstruction	Charles Street	East End	\$90,000	2035
5th Street Overlay	Elm Street	Fox Road	\$125,000	2035
2nd Street Reconstruction	Walker Lane	Fox Road	\$200,000	2036
Hughson Avenue Overlay	7th Street	East End	\$125,000	2037
Various Residential Roadway Maintenance	Various	Various	\$700,000	2017 - 2041
Various Other Roadway Maintenance	Various	Various	\$618,075	2017 - 2041
			\$5,948,075	

Stanislaus County Transportation Sales Tax Measure

City of Hughson Expenditure Plan

Page 2

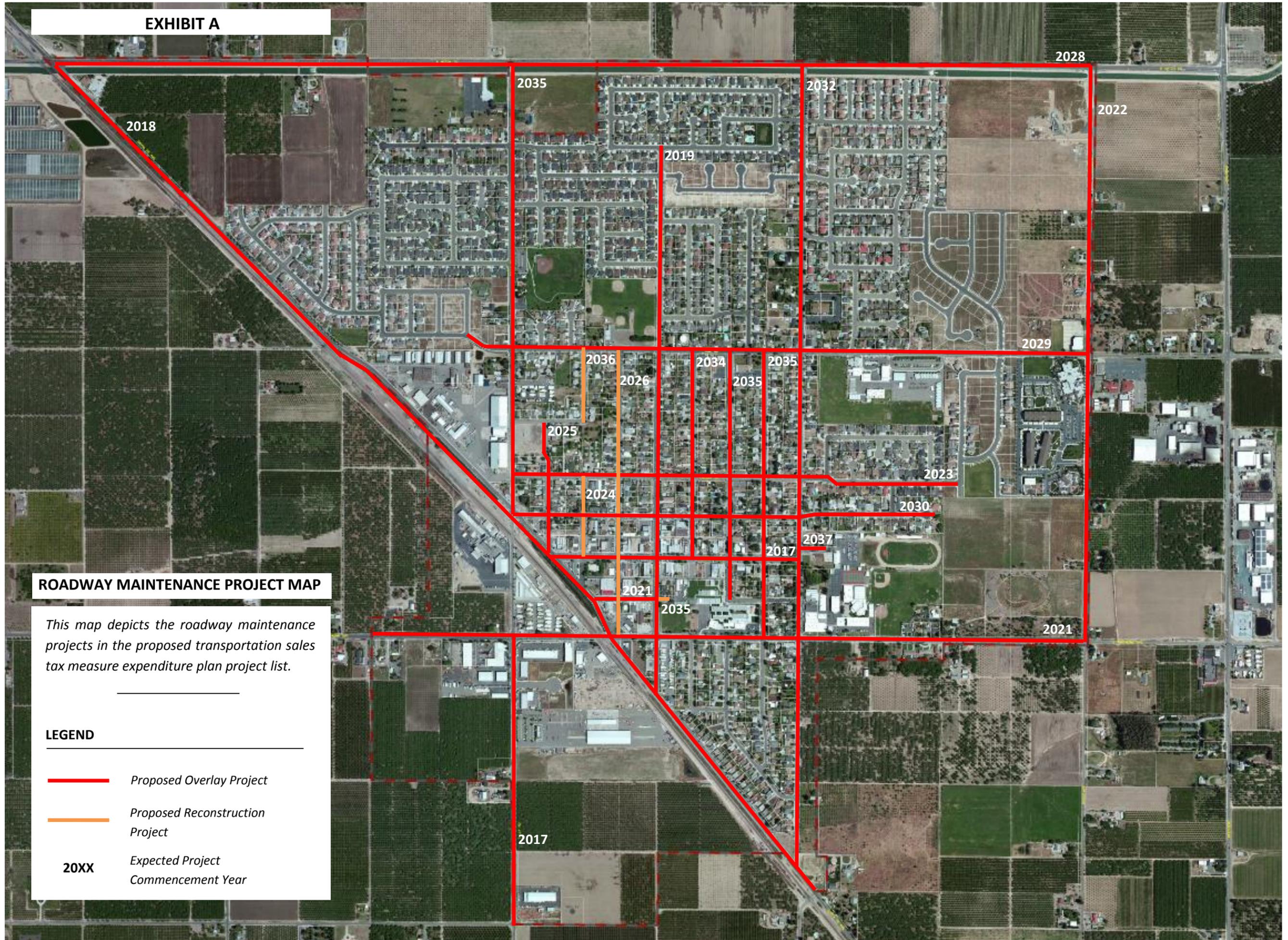
TRAFFIC MANAGEMENT

Whitmore Avenue Roundabout	Whitmore Avenue / Santa Fe Avenue	\$1,000,000	ASAP
7th Street Realignment Project	7th Street / Santa Fe Avenue	\$209,615	ASAP
		\$1,209,615	

BICYCLE/PEDESTRIAN

Cooridor Study (Hatch/Santa Fe/Hughson/Whitmore)	Citywide	\$150,000	ASAP
Hatch Road Multi-Use Trail Improvements	Hatch Road Canal	\$454,808	ASAP
		\$604,808	

EXHIBIT A



ROADWAY MAINTENANCE PROJECT MAP

This map depicts the roadway maintenance projects in the proposed transportation sales tax measure expenditure plan project list.

LEGEND

-  *Proposed Overlay Project*
-  *Proposed Reconstruction Project*
- 20XX** *Expected Project Commencement Year*

EXHIBIT B

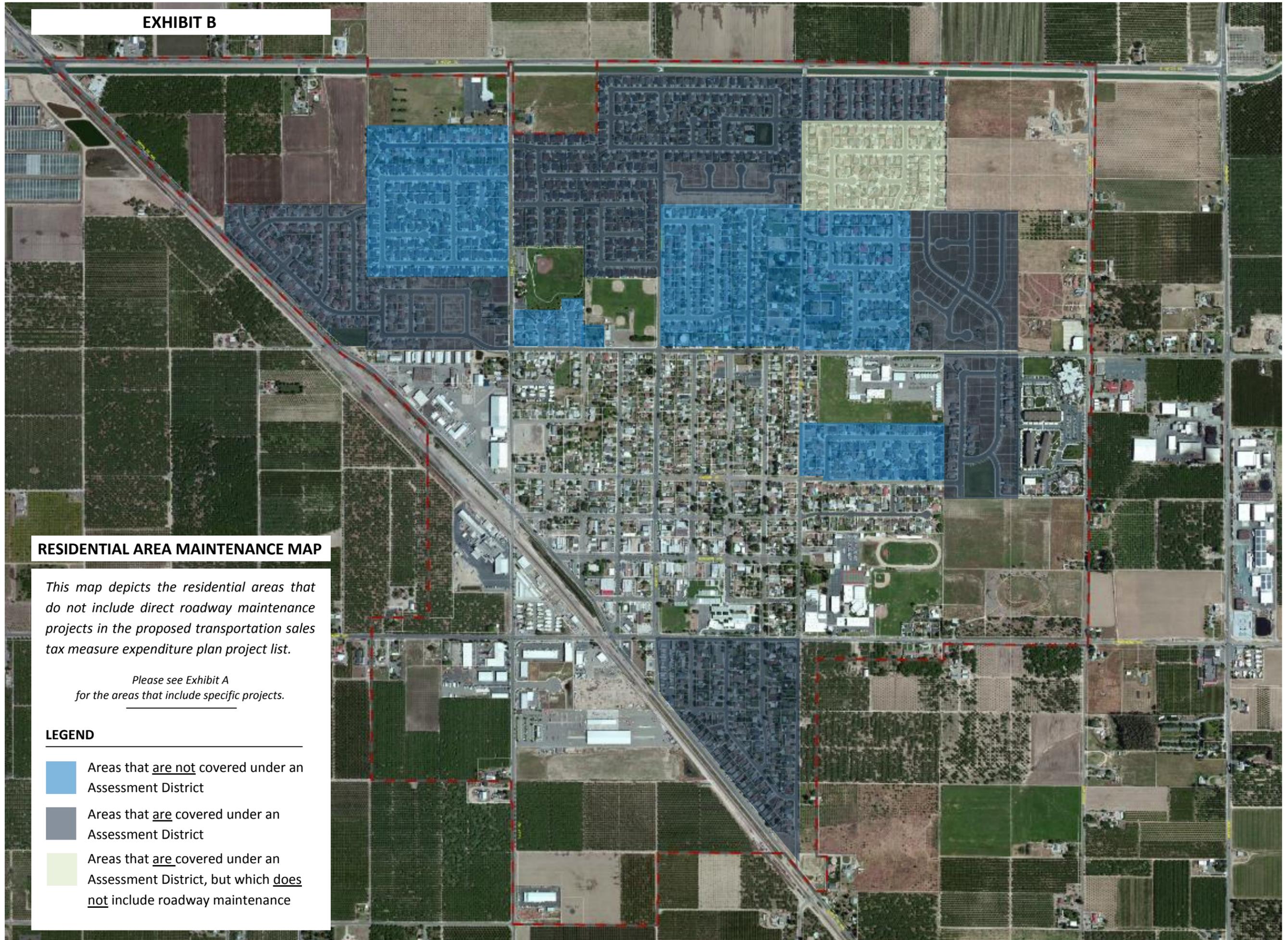
RESIDENTIAL AREA MAINTENANCE MAP

This map depicts the residential areas that do not include direct roadway maintenance projects in the proposed transportation sales tax measure expenditure plan project list.

Please see Exhibit A for the areas that include specific projects.

LEGEND

-  Areas that are not covered under an Assessment District
-  Areas that are covered under an Assessment District
-  Areas that are covered under an Assessment District, but which does not include roadway maintenance





CITY COUNCIL AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: March 28, 2016
Subject: Approval of the Professional Service Agreement with Harris & Associates for Assessment District Administration Services
Presented By: Jaylen French, Community Development Director
Approved By: _____

Staff Recommendation:

1. Approve a Professional Service Agreement with Harris & Associates for Assessment District Administration Services.
2. Authorize the Mayor to execute the Professional Service Agreement with Harris & Associates inclusive of any final edits by the City Attorney.

Background and Overview:

In recent years, the City has retained NBS Local Government Solutions and more recently worked with the City of Turlock (Fiscal Year 2015-2016) to oversee the administration of the City's 18 assessment districts each year. After the last Assessment District administration cycle concluded, the City of Turlock notified the City that they would not be able to provide this service moving forward.

Therefore, City staff sought bids from qualified firms to perform this important function. Two bids were received; one from Harris & Associates and the other from Willdan Financial Services. City staff evaluated each proposal and held in-person or phone conversations with the two applicants prior to making a selection.

In the end, the Harris & Associates proposal was more in-tune with the City's needs and was the lower cost option. Harris & Associates' proposed cost was \$10,319. Willdan Financial Services' proposed cost was \$20,000 per year for the first two (2) years and \$15,000 per year thereafter.

Discussion:

The intent of this item is to seek City Council approval of the negotiated Professional Service Agreement with Harris & Associates for Assessment District Administration services. At this time, the contract package has not been finalized for inclusion in this staff report; however, the following are the details of the negotiated Agreement terms.

- Harris & Associates has selected Rick Clark to be the Project Manager and the City's primary point-of-contact. Mr. Clark has over 22 years of professional experience in the area of public finance and assessment administration. Mr. Clark was formerly with NBS Local Government Solutions, so he is familiar with the City's Assessment Districts. He then started his own firm, SCS and worked with the City of Oakdale, Escalon and other northern California cities. Recently, he joined the Harris & Associates team.
- The proposed fee is \$10,319 per year. The fee is based on \$500 per district and \$1.00 per parcel (18 districts and 1,319 parcels).
- The term is for one (1) year with the ability to renew by mutual consent.

City staff looks forward to working with Mr. Clark and the Harris & Associates team on the administration the City's 18 assessment districts and to further understanding all aspects of the districts and the assessment levels. As stated in June 2015, over time, City staff will develop capital improvement programs for each district to ensure that regular maintenance is being performed in the districts per the original formation documents and intent of the Districts. This will include roadway maintenance, sidewalk repair, replacement of lights, etc.

Fiscal Impact:

The cost estimate of \$10,319 provided by Harris & Associates for the administration of the Assessment Districts shall be covered by the assessment in each district. Therefore, no General Fund monies are expected to be required for this service. The City will include this line item in the Preliminary City of Hughson Fiscal Year 2016-2017 Budget.