



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

**AGENDA
MONDAY, APRIL 25, 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: Reverend Ken Sartain

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: Recognition of City of Hughson Photo Contest Winner Karen Jensen
- 2.2: A Proclamation of the Hughson City Council Declaring April 25 through 29, 2016, as Administrative Professionals Week, and recognition of the City of Hughson Administrative Staff.

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 April 11, 2016.
- 3.2: Approve the Warrants Register.
- 3.3: Review and Approve the City of Hughson Treasurer's Report:
(a) Investment Portfolio Report for February 2016.
- 3.4: Consideration to Approve a 60 Month Lease and Associated Maintenance Services with Ray Morgan Company for two new Copiers at City Hall and Authorize the City Manager to Execute the Lease Agreement.
- 3.5: Accept the Phase II Environmental Site Assessment Prepared by Condor Earth Technologies for City Property Located on Leedom Road Near the Waste Water Treatment Facility and Approval to Direct City Staff to Issue a Request for Proposals (RFP) for Reuse Options and Lease of the Subject Property.
- 3.6: Approve the Negotiated Three Year Employment Contract with Raul Mendez, City Manager.
- 3.7: Accept the 2015 Annual General Plan Progress Report and the 2015 Annual Housing Element Progress Report.

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

6. NEW BUSINESS:

6.1: Adopt Resolution No. 2016-13, Approval of the Expenditure of Funds for the City of Hughson Office Remodel.

7. CORRESPONDENCE:

7.1: Planning Commission Agenda for April 19, 2016

8. COMMENTS:

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

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

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

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

9. CLOSED SESSION TO DISCUSS THE FOLLOWING:

9.1: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: City of Hughson v. The Dow Chemical Company, et al., San Francisco County Superior Court, Case No. CGC-14-542221 (“Action”), which is coordinated as part of the “TCP Cases” in San Bernardino County Superior Court, Coordinated Case No. SCVSS 120627 (JCCP No. 4435).

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 30	▪ Taste of Hughson, St. Anthony’s Catholic Church, 6:00 P.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
May 7	▪ Citywide Cleanup, 7:00 am – 2:30 pm
May 9	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.
May 10	▪ Parks and Recreation Commission, City Hall Chambers, 6:00 P.M.
May 17	▪ Planning Commission, City Hall Chambers, 6:00 P.M.
May 5 – Sept 29	▪ Hughson Farmers’ Market (Thursday), 5:00 pm – 9:00 pm

AFFIDAVIT OF POSTING

DATE: April 21, 2016 **TIME:** 5:00 pm
NAME: Christine Tallman **TITLE:** City Clerk

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

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

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

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take

an oath to make an accurate translation from any language not English into the English language.

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

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

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



*Proclamation
National Administrative Professionals
Week
April 25 - 29, 2016*

WHEREAS, administrative professionals play an essential role in coordinating the office operations of businesses, government, educational institutions, and other organizations; and

WHEREAS, administrative professionals are vital contributors in today's team-oriented work environment and are key front-line public relations ambassadors for their organizations; and

WHEREAS, the work of administrative professionals today requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities, and most importantly, have the willingness to learn and accept new challenges; and

WHEREAS, Administrative Professionals Week is observed annually in workplaces around the world to recognize the important contributions of administrative support staff and is sponsored by the International Association of Administrative Professionals; and;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council that we recognize and extend appreciation to our dedicated and skilled staff and hereby proclaim the week of April 25 - 29, 2016 as "**National Administrative Professionals Week**".

AND, BE IT FURTHER PROCLAIMED that the Hughson City Council does hereby recognize the outstanding service that the City Administrative staff provides to the citizens of the City of Hughson.

*IN WITNESS WHEREOF, I have hereunto set my hand
and caused the Seal of the City of Hughson to be affixed
this 25^h day of April, 2016.*

MATT BEEKMAN, Mayor



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

Meeting Date: April 25, 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 April 11, 2016

Background and Overview:

The draft minutes of the April 11, 2016 meeting are prepared for the Council's review.



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

**MINUTES
MONDAY, APRIL 11, 2016 – 7:00 P.M.**

CALL TO ORDER: Mayor Matt Beekman

ROLL CALL:

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

Absent: Mayor Pro Tem Jeramy Young

Staff Present: Raul L. Mendez, City Manager
Christine Tallman, Interim City Clerk
Daniel J. Schroeder, City Attorney
Jaylen French, Community Development Director
Shannon Esenwein, Finance Director
Lisa Whiteside, Finance Manager
Sam Rush, Public Works Superintendent
John Padilla, City Treasurer
Juan Alanis, Sgt. of Police Services

FLAG SALUTE: Mayor Matt Beekman

INVOCATION: Mayor Matt Beekman

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

Jean Henley invited the Council to the memorial services for Margaret Sturtevant at the Hughson Arboretum and Gardens on April 30, 2016 from 12:00 pm until 4:00 pm, with the remembrance at 12:30 pm. The celebration of life will include music, refreshments, and a garden tour.

2. PRESENTATIONS: NONE.**3. CONSENT CALENDAR:**

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

- 3.1: Approve the Minutes of the Regular Meeting of March 28, 2016.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the City of Hughson Treasurer's Reports for: February 2016.
- 3.4: Adopt Resolution No. 2016-10, Waiving Fees for the City-Wide Yard Sale scheduled for April 30 – May 1, 2016.
- 3.5: Adopt Resolution No. 2016-11, Authorizing the City of Hughson to apply for Cal Recycle Grants.

BEEKMKAN/SILVA 4-0 (YOUNG – 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: Consideration to Approve the Correction of a Clerical Error in the City of Hughson 2005 General Plan and Subsequently to the 2008 Zoning Code and Map. Adopt Resolution No. 2016-12, approving the Correction of a Clerical Error in the City of Hughson 2005 General Plan and Subsequently to the 2008 Zoning Code and Map.

Director French presented the staff report on this item.

CARR/HILL 4-0 (YOUNG – ABSENT) motion passes to approve the Correction of a Clerical Error in the City of Hughson 2005 General Plan and Subsequently to the 2008 Zoning Code and Map and adopted Resolution No. 2016-12, approving the Correction of a Clerical Error in the City of Hughson 2005 General Plan and Subsequently to the 2008 Zoning Code and Map.

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

7.1: Approved Minutes from the March 15, 2016 Planning Commission Meeting.

8. COMMENTS:

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

City Manager:

City Manager Mendez announced the next Fire 2+2 meeting will be held on April 13th at the Fire Station. Love Hughson will be on April 23rd with breakfast and rally at the Senior Center starting at 7:00 am. Service projects will begin at 8:00 am. He noted that a number of local organizations, service clubs, and church groups will be participating. A variety of projects are planned this year and more information regarding the event is on the LoveHughson.Com website. Gilton Solid Waste is providing dumpsters for the event. The Fisher Family has been key in organizing this event. He also noted that the Economic Development Committee will be meeting prior to the Council meeting on April 25th.

City Clerk:

NONE.

Community Development Director:

Director French reminded the Council of the new four way stop at Fox and Charles Streets. He updated the Council regarding the City's website upgrade. He informed the Council of the new car wash/detailing business downtown which opened last

Friday. The City's weekly Farmers Market will be begin on May 5th from 5 pm until 9 pm and currently has over 20 booths. He updated the Council on the progress of the Tully Road/PG&E project.

Director of Finance:

Director Esenwein informed the Council that City staff is working on the preliminary budget using a zero based budget process She also informed the Council that she attended the Central San Joaquin Valley Risk Management Authority meeting where the draft annual budget was approved and where she was informed of a cash flow issue with the City's health insurance group (San Joaquin Valley Insurance Authority) that she will monitor.

Police Services:

Sergeant Alanis provided an update to the Council on the recent types of crimes commented in the Hughson during March and April.

City Attorney:

Dan Schroeder, City Attorney informed the Council on the State Water Resources revisions for cities water usage for 2016.

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

Councilmember Silva updated the Council on her attendance at the recent San Joaquin Valley Air District Special City Selection Committee meeting. She also noted that the on May 4, 2016 she will be the keynote speaker at the Peace Officers Memorial event.

Councilmember Hill attended the School 2+2 Committee meeting. He also commented on the recent Vietnam 50th Memorial event.

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

Mayor Beekman updated the Council on his attendance at the School 2+2 Committee meeting and the recent opening of the Hughson youth baseball/softball season ceremony and how well the event was attended.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.

ADJOURNMENT:

HILL/CARR 4-0 (YOUNG – ABSENT) motion passes to adjourn the meeting at 7:36 P.M.

MATT BEEKMAN, Mayor

CHRISTINE TALLMAN, Interim City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 3.2

SECTION 3: CONSENT CALENDAR

Meeting Date: April 25, 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 April 6, 2016 through April 20, 2016.

Fiscal Impact:

There are reductions in various funds for payment of expenses.

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REPORT.: Apr 20 16 Wednesday
 RUN....: Apr 20 16 Time: 11:06
 Run By.: MARTHA SERRATO

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 04-16 Bank Account.: 0100

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	-----Payment Information----- Description
47576	4/6/2016	ALL07	ALLEY INSURANCE SERVICE,	\$ 592.00	1016	HEALTH PLAN CONSULTING
47577	4/6/2016	ARE00	ARELLANO, MARI	\$ 100.00	B60405	PARK REFUND
47578	4/6/2016	ATT02	AT&T MOBILITY	\$ 186.95	B60405	PHONE
47579	4/6/2016	ATT03	AT&T	\$ 5.62	7858528	PHONE
47580	4/6/2016	AVA00	AVAYA, INC	\$ 87.39	733643405	PHONE
47581	4/6/2016	BAI01	BAILON, MARIANNE	\$ 100.00	B60405	PARK REFUND
47582	4/6/2016	BAR10	BARAJAS, GERARDO	\$ 100.00	B60405	DAMAGE DEPOSIT-PARK
47583	4/6/2016	BRE01	W.H. BRESHEARS	\$ 913.94	275937	FUEL
47584	4/6/2016	CHA01	CHARTER COMMUNICATION	\$ 191.81	B60405	IP ADDRESS-PINE ST
47585	4/6/2016	CON14	CONDOR EARTH TECHNOLOGIES	\$ 5,801.95	72724	PROFESSIONAL SERVICES FOR NOV 2015-JAN 2016
47586	4/6/2016	CSJ03	CSJVRMA	\$ 23,064.00	2016-0198	2015-2016 4TH QTR DEPOSIT
47587	4/6/2016	ELI00	ELITE IRON FENCING	\$ 5,850.00	12199	SAFETY HAND RAILS/CORNERS OF HUGHSON AVE & 4TH ST
				\$ 3,750.00	12205	SAFETY HAND RAILS IN FRONT OF DOLLAR GENERAL
			Check Total:	\$ 9,600.00		
47588	4/6/2016	ENV02	ENVIRONMENTAL SYSTEMS	\$ 1,788.93	27376	STREET SWEEPING MARCH
47589	4/6/2016	EXP00	EXPRESS PERSONNEL SERVICE	\$ 1,117.21	170323125	EXTRA HELP WEEK ENDING 3/13/16
				\$ 1,200.80	170594683	EXTRA HELP WEEK ENDING 3/13/16
			Check Total:	\$ 2,318.01		
47590	4/6/2016	EZN00	EZ NETWORK SOLUTIONS	\$ 2,560.45	TS31117	IT SERVICES FOR APRIL
47591	4/6/2016	FAR03	FARMERS BROTHERS COFFEE	\$ 59.07	63272371	COFFEE
47592	4/6/2016	GAR19	GARCIA, JIMMY	\$ 100.00	B60405	PARK REFUND
47593	4/6/2016	GEO01	GEOANALYTICAL LABORATORIE	\$ 150.00	C6C0801	MONITORING OF WASTEWATER
				\$ 287.50	C6C0818	LAB TESTING
				\$ 55.00	C6C1502	MONITORING OF WASTEWATER
				\$ 215.78	C6C1611	LAB TESTING
				\$ 55.00	C6C2201	MONITORING OF WASTEWATER
				\$ 35.00	C6C2202	LAB TESTING
				\$ 215.78	C6C2210	LAB TESTING
			Check Total:	\$ 1,014.06		
47594	4/6/2016	GUE01	GUERRERO, AZUCENA	\$ 210.00	B60405	DAMAGE DEPOSIT REFUND 3/2
47595	4/6/2016	HUG11	HUGHSON FARM SUPPLY	\$ 29.01	H170126	MISC. TOOLS & SUPPLIES
				\$ 32.27	H170250	MISC. TOOLS & SUPPLIES
				\$ 10.72	H171550	MISC. TOOLS & SUPPLIES
			Check Total:	\$ 72.00		
47596	4/6/2016	HUG14	HUGHSON CHAMBER OF COMME	\$ 2,500.00	B60405	PERFORMING SERVICES
47597	4/6/2016	HUG34	VALLEY PARTS WAREHOUSE	\$ 11.86	170730	SMALL MATERIAL NEEDED FOR VEHIC. MAINT & REPAIR

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47621	4/6/2016	\G008	LISA & JOEL HECKMA GOMEZ	\$	122.55	000B60401	MQ CUSTOMER REFUND FOR GOM0005
47622	4/6/2016	\G011	JACQUI & DALE GUILIACCI	\$	30.28	000B60401	MQ CUSTOMER REFUND FOR GUI0003
47623	4/6/2016	\H012	DANIELLE HANOG	\$	31.25	000B60401	MQ CUSTOMER REFUND FOR HAU0001
47624	4/6/2016	\P005	MELANIE PARKER	\$	75.43	000B60401	MQ CUSTOMER REFUND FOR PAR0020
47625	4/6/2016	\P011	CRAIG PROUTY	\$	150.33	000B60401	MQ CUSTOMER REFUND FOR PRO0002
47626	4/6/2016	\S013	SERRETA PROPERTIES LP	\$	107.16	000B60401	MQ CUSTOMER REFUND FOR SER0012
47627	4/6/2016	\T001	ROBERT THOMPSON	\$	1.34	000B60401	MQ CUSTOMER REFUND FOR THO0036
47628	4/7/2016	ARF01	A.R.F.	\$	739.90	13471	ANNUAL SERVICE FOR CORP YARD
				\$	324.02	13472	ANNUAL SERVICE FOR CITY HALL
				\$	182.79	13473	ANNUAL SERVICE FOR SENIOR CTR
				\$	125.44	13474	ANNUAL SERVICE FOR HUGHSON COMM. 3RD ST CENTER
			Check Total:	\$	1,372.15		
47629	4/7/2016	BAC02	BACKFLOW MANAGEMENT INC.	\$	110.00	372016AT	ANNUAL CALIBRATION OF BACK FLOW TESTING EQUIPMENT
47630	4/7/2016	DEP08	DEPT. OF CONSERVATION	\$	325.99	B60406	SMIP FEES FOR JAN-MAR 201
47631	4/7/2016	DON01	DON'S MOBILE GLASS	\$	40.00	TUR160935	WINDSHIELD REPAIR FOR PW-
47632	4/7/2016	ESE00	ESENWEIN, SHANNON	\$	56.48	B60407	REIMBURSEMENT FOR RECORDING FEES & RMA MTG MEALS
47633	4/7/2016	GIB00	GIBBS MAINTENANCE CO	\$	1,157.00	19407	JANITORIAL SERVICES FOR MARCH
47634	4/7/2016	HUG11	HUGHSON FARM SUPPLY	\$	109.65	H170988	MISC. TOOLS & SUPPLIES
				\$	93.14	H171305	MISC. TOOLS & SUPPLIES
			Check Total:	\$	202.79		
47635	4/7/2016	HUG28	HUGHSON TIRE	\$	20.00	533298	FLAT REPAIR ON EXPEDITION
47636	4/7/2016	MCR01	MCR ENGINEERING, INC	\$	700.00	11567	TULLY RD RECONSTRUCTIN
47637	4/7/2016	MIS01	MISSION UNIFORM SERVICE	\$	1,147.52	B60407	UNIFORM SERVICE
47638	4/7/2016	NAT08	NATIONAL METER & AUTOMATI	\$	11,696.69	S10689550	WATER METER RADIO & METERS
47639	4/7/2016	NOR06	NORTHSTAR CHEMICAL	\$	1,225.91	82572	CHLORINE FOR WELL #8
47640	4/7/2016	SAF01	SAFELITE	\$	223.39	320662	RAIN JACKETS FOR PW STAFF
47641	4/7/2016	SIG02	SIGNTECH	\$	460.00	112187	MFG HUGHSON SIGNS-SHELL
47642	4/7/2016	STA29	STANISLAUS COUNTY	\$	325.00	IN0001510	FUEL TANK PERMIT FEES
47643	4/7/2016	STE07	STEELEY, JARED WATER & WA	\$	1,600.00	6348	CONSULTING SERVICES FOR MARCH
47644	4/15/2016	EMP01	STATE OF CALIFORNIA	\$	1,285.91	B60412	PAYROLL TAXES
47645	4/15/2016	HAR02	THE HARTFORD	\$	379.66	B60412	DEFERRED COMPENSATION
47646	4/15/2016	PER01	P.E.R.S.	\$	6,501.64	B60412	RETIREMENT
47647	4/15/2016	STA23	CaIPERS SUPPLEMENTAL INCO	\$	710.00	B60412	DEFERRED COMPENSATION
47648	4/15/2016	UNI07	UNITED WAY OF STANISLAUS	\$	29.00	B60412	UNITED WAY
47649	4/20/2016	ABS00	ABS PRESORT	\$	1,469.47	103690	PRINTING OF UTILITY BILLS APRIL
47650	4/20/2016	ALL07	ALLEY INSURANCE SERVICE,	\$	592.00	1017	HEALTH PLAN CONSULTING MAY
47651	4/20/2016	ARE01	ARELLANO, ALEJANDRO	\$	255.00	B60419	PARK CANCELLATION REFUND
47652	4/20/2016	ARF01	A.R.F.	\$	611.28	13475	FIRE EXTINGUISHER RECERTIFICATION
47653	4/20/2016	ARR00	NESTLE WATERS	\$	84.01	B60419	BOTTLED WATER FOR WWTP
47654	4/20/2016	ATT01	AT&T	\$	4,288.83	604120	PHONE
				\$	24.35	B60419	PHONE

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			Check Total:	\$	4,313.18		
47655	4/20/2016	AYE00	AYERA TECHNOLOGIES INC.	\$	214.56	49554	WIRELESS & IP FOR INTERNET
							FOR REMOTE SCADA ACCESS
47656	4/20/2016	CHA01	CHARTER COMMUNICATION	\$	69.74	B60419	IP ADDRESS-PW SHOP
47657	4/20/2016	CON14	CONDOR EARTH TECHNOLOGIES	\$	3,393.05	73003	PROFESSIONAL SERVICES FFEB/MAR
47658	4/20/2016	EZN00	EZ NETWORK SOLUTIONS	\$	539.20	31140	NEW PRINTER FOR WATER & WWTP
47659	4/20/2016	GEO01	GEOANALYTICAL LABORATORIE	\$	35.00	C6C2803	LAB TESTING
				\$	35.00	C6C2901	LAB TESTING
				\$	55.00	C6C2903	MONITORING OF WWTP
				\$	215.78	C6C2911	LAB TESTING
				\$	35.00	C6D0502	WATER TESTING
47659	4/20/2016	GEO01	GEOANALYTICAL LABORATORIE	\$	55.00	C6D0503	LAB TESTING REQUIREMENTS WWTP
			Check Total:	\$	430.78		
47660	4/20/2016	GIL01	GILTON SOLID WASTE MANAGE	\$	37,287.62	B60420	MARCH GARBAGE LESS FRANCHISE
47661	4/20/2016	GOM01	GOMEZ, ALYSIA	\$	166.82	B60419	REIMBURSEMENT FOR WORK BOOTS
47662	4/20/2016	HOM01	THE HOME DEPOT CRC	\$	633.91	3812384	SUPPLIES FOR PW
47663	4/20/2016	HUG03	HUGHSON CHRONICLE	\$	190.00	108598	MGMT. ANALYST/DEP. CITY CLERK
47664	4/20/2016	HUG08	CITY OF HUGHSON	\$	55.77	B60419	DOLLAR GEN. LLD
47665	4/20/2016	HUG23	HUGHSON FRUIT & NUT	\$	100.00	B60419	HUGHSON FRUIT & NUT SPONSOR
47666	4/20/2016	HUG29	HUGHSON FIRE DISTRICT	\$	100.00	B60420	WEBSITE PHOTO SERVICES
47667	4/20/2016	IND05	INDUSTRIAL ELECTRICAL CO	\$	(723.00)	B60419C	OVERPAYMENT ON ACCOUNT
				\$	911.42	1064359	FIELD TECH. FOR WELL #6 & 8
			Check Total:	\$	188.42		
47668	4/20/2016	JOR02	JORGENSEN & CO.	\$	157.29	5577365	ANNUAL SERV. FOR FIRE SUPPRESS
							COMMUNITY CENTER
47669	4/20/2016	LEG01	LEGAL SHIELD	\$	25.90	B60419	LEGAL SVCS
47670	4/20/2016	NEU01	NEUMILLER & BEARDSLEE	\$	1,600.00	275408	LEGAL SERVICES FOR FEBRUARY 2016
				\$	9,988.09	275876	LEGAL SERVICES FOR FEBRUARY 2016
			Check Total:	\$	11,588.09		
47671	4/20/2016	NEV00	NEVER BORING	\$	1,916.67	45343	BILLING FOR CUSTOM WEBSITE
47672	4/20/2016	OPE01	OPERATING ENGINEERS LOCAL	\$	343.00	B60419	LOCAL UNION #3 DUES
47673	4/20/2016	ORT08	ORTIZ, FLORA	\$	100.00	B60419	DAMAGE DEPOSIT PARK REFUND
47674	4/20/2016	PRE07	PREFERRED ALLIANCE, INC.	\$	82.56	0121137IN	6-10 OFF SITE PARTICIPANTS - MARCH
47675	4/20/2016	RIC04	RICOH USA, INC	\$	1,834.48	96665820	COPIER LEASE
47676	4/20/2016	SHO02	SHORE CHEMICAL COMPANY	\$	1,018.61	44365	CHLORINE
47677	4/20/2016	STA29	STANISLAUS COUNTY	\$	162.00	IN0002369	PLAN FEE STANISLAUS COUNTY
47678	4/20/2016	STA60	STANISLAUS CO. CHIEF EXEC	\$	503.00	B60419	HUGHSON CONTRIBUTION FOR PROJECT
47679	4/20/2016	SYN02	SYNAGRO WEST, LLC	\$	9,614.88	30-103959	SLUDGE REMOVAL
47680	4/20/2016	TES00	TESCO CONTROLS, INC	\$	753.25	0059104IN	SERVICE FOR WELL #8 FERRIC
							CHLORIDE PUMP
47681	4/20/2016	TID01	TURLOCK IRRIGATION DIST.	\$	13,720.25	B60419	ELECTRIC
			Cash Account Total:	\$	1,541,204.09		
			Total Disbursements:	\$	1,541,204.09		



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

Meeting Date: April 25, 2016
Subject: Approval of the Treasurer's Report: Investment Portfolio Report – February 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 February 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 February 2016 and is provided as a supplementary document to the monthly Treasurer's report. As of February 2016, the City of Hughson's investment total is \$2,594,609.14 and has a total cash and investment balance of \$13,953,754.14. 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 February 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 3.04% 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 February 2016, the total investments balance for the City of Hughson is \$2,594,609.14 accounting for 18.59% of the City's total cash and investments. The total cash and investment amount is \$13,953,754.14. Of the amounts invested, 0.28% is invested in Cash, Money, Funds, and Bank Deposits, 3.04% is invested in L.A.I.F. investments, and 96.68% 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
February 2016**

	MONEY MARKET	GENERAL	REDEVELOPMENT**	TOTAL
Bank Statement Totals	\$ 10,865,016.35	\$ 626,829.10	\$ -	\$ 11,491,845.45
Adjustment-Direct Deposit Payroll		\$ -		\$ -
Outstanding Deposits +			\$ -	\$ -
Outstanding Checks/transfers -	\$ 16,544.06	\$ (149,244.51)	\$ -	\$ (132,700.45)
ADJUSTED TOTAL	\$ 10,881,560.41	\$ 477,584.59	\$ -	\$ 11,359,145.00
Investments: Various				\$ 1,048,816.33
Multi-Bank WWTP				\$ 1,466,883.57
Investments: L.A.I.F.		\$ 39,517.46	\$ 39,391.78	\$ 78,909.24
Total Investments				\$ 2,594,609.14
Total Cash & Investments				\$ 13,953,754.14

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

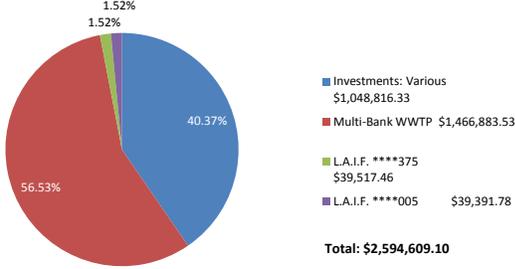
Investments: Various - ***850								
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio		
Cash, Money, Funds, and Bank Deposits:			\$ 5,835.80	\$ 519.69	\$ -	0.05%		
Total:			\$ 5,835.80	\$ 519.69	\$ -			
Fixed Income (Certificate of Deposits)								
Maturity Dates	Months til Maturity Statement Period (02/01/16 - 02/29/16)	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio	
GE Cap Finl Inc Retail CTF DEP	09/30/11 - 09/30/16	≈ 8 mo.	\$ 115,000.00	\$ 100.7710	\$ 115,886.65	\$ 957.81	2.000%	11.05%
Goldman Sachs BK USA New York CTF DEP DTD	11/16/11 - 11/16/16	≈ 9 mo.	\$ 53,000.00	\$ 100.9380	\$ 53,497.14	\$ 312.55	2.050%	5.10%
GE Cap Inc Retail CTF Dep Program Book	05/04/12 - 05/04/17	≈ 15 mo.	\$ 100,000.00	\$ 101.0000	\$ 101,000.00	\$ 556.16	1.750%	9.63%
American Express Centurion BK CTF DEP	05/09/13 - 05/09/18	≈ 27 mo.	\$ 100,000.00	\$ 100.1780	\$ 100,178.00	\$ 343.42	1.150%	9.55%
Belmont SVGS BK Mass	11/13/14 - 11/13/18	≈ 33 mo.	\$ 27,000.00	\$ 100.9740	\$ 27,262.98	\$ 123.83	1.550%	2.60%
Ally Bank Midvalue Utah CTF DEP ACT/365	01/28/16 - 01/28/19	≈ 35 mo.	\$ 76,000.00	\$ 100.5850	\$ 76,444.60	\$ 99.95	1.500%	7.29%
State BK India York NY	09/11/14 - 09/11/19	≈ 43 mo.	\$ 55,000.00	\$ 101.1560	\$ 55,635.80	\$ 553.99	2.150%	5.30%
American Express Fed SVGS BK CTF DEP	10/16/14 - 10/16/19	≈ 44 mo.	\$ 30,000.00	\$ 101.4030	\$ 30,420.90	\$ 240.33	2.150%	2.90%
Discover BK Greenwood Del CTF	10/16/14 - 10/16/19	≈ 44 mo.	\$ 100,000.00	\$ 101.4030	\$ 101,403.00	\$ 801.10	2.150%	9.67%
American Express Centurion BK CTF DEP	12/04/14 - 12/04/19	≈ 46 mo.	\$ 80,000.00	\$ 101.7060	\$ 81,364.80	\$ 419.51	2.200%	7.76%
Capital One NATL ASSN MCLLEAN VA CTF	11/04/15 - 11/04/20	≈ 57 mo.	\$ 91,000.00	\$ 101.3970	\$ 92,271.27	\$ 627.15	2.150%	8.80%
Capital One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 57 mo.	\$ 100,000.00	\$ 101.3970	\$ 101,397.00	\$ 689.18	2.150%	9.67%
Discover BK Greenwood Del CTF	11/04/15 - 11/04/20	≈ 57 mo.	\$ 110,000.00	\$ 101.3950	\$ 111,534.50	\$ 775.73	2.200%	10.63%
Total CDs					\$ 1,048,296.64	\$ 6,500.71	99.95%	
Total Investments: Various Holdings					\$ 1,048,816.33	\$ 6,500.71	100.00%	
Total Portfolio Investment							40.42%	

Multi-Bank WWTP - ***934								
Description	Maturity Dates	Quantity	Opening Balance	Closing Balance	Interest Accrued	% of Portfolio		
Cash, Money, Funds, and Bank Deposits:			\$ 5,778.2300	\$ 6,737.90	\$ -	0.46%		
Total:			\$ 5,778.2300	\$ 6,737.90	\$ -			
Fixed Income (Certificate of Deposits)								
Maturity Dates	Months til Maturity Statement Period (02/01/16 - 02/29/16)	Quantity	Market Price	Market Value	Interest Accrued	Rate of Return	% of Portfolio	
GE CAP Finl Inc Retail CTF DEP	09/30/11 - 03/30/16	≈ 1 mo.	\$ 31,000.00	\$ 100.7710	\$ 31,239.01	\$ 258.19	2.000%	2.13%
Goldman Sachs BK USA New York CTF DEP DTD	11/23/11 - 11/23/16	≈ 9 mo.	\$ 107,000.00	\$ 100.9550	\$ 108,021.85	\$ 588.94	2.050%	7.36%
Discover BK Greenwood DEL	05/08/13 - 05/08/18	≈ 27 mo.	\$ 40,000.00	\$ 100.1800	\$ 40,072.00	\$ 142.41	1.150%	2.73%
American Express Centurion Bk CTF DEP	05/09/13 - 05/09/18	≈ 27 mo.	\$ 57,000.00	\$ 100.1780	\$ 57,101.46	\$ 195.75	1.150%	3.89%
Firstbank P R Santuce	05/10/13 - 05/10/18	≈ 27 mo.	\$ 250,000.00	\$ 100.1780	\$ 250,445.00	\$ 136.64	1.050%	17.07%
State BK India Chicago ILL CTF DEP	12/18/13 - 12/18/18	≈ 34 mo.	\$ 25,000.00	\$ 101.4670	\$ 25,374.25	\$ 102.50	2.050%	1.73%
GE CAP Retail BK Draper Utah Instl	01/10/14 - 01/10/19	≈ 35 mo.	\$ 95,000.00	\$ 101.4520	\$ 96,379.40	\$ 247.26	1.900%	6.57%
First Sentry BK Inc Huntingtion West VA	03/08/13 - 03/08/19	≈ 37 mo.	\$ 46,000.00	\$ 98.9520	\$ 45,517.92	\$ 30.44	1.150%	3.10%
GE CAP Retail BK Draper Utah Instl	03/21/14 - 03/21/19	≈ 37 mo.	\$ 80,000.00	\$ 101.4360	\$ 81,148.80	\$ 683.84	1.950%	5.53%
JP Morgan Chase BK NA Columbus Ohio CTF	04/30/15 - 04/30/19	≈ 38 mo.	\$ 100,000.00	\$ 99.8310	\$ 99,831.00	\$ -	1.500%	6.81%
Barclays BK Del Wilmington CTF Dep	05/28/14 - 05/28/19	≈ 39 mo.	\$ 40,000.00	\$ 101.6730	\$ 40,669.20	\$ -	0.000%	2.77%
Goldman Sachs BK USA New York CTF UT CTF DEP	06/04/14 - 06/04/19	≈ 40 mo.	\$ 80,000.00	\$ 101.1730	\$ 80,938.40	\$ 381.37	2.000%	5.52%
Sallie Mae BK Salt Lake City UT CTF DEP	10/08/14 - 10/08/19	≈ 44 mo.	\$ 50,000.00	\$ 101.4520	\$ 50,726.00	\$ 424.11	2.150%	3.46%
State BK India Chicago ILL	10/14/14 - 10/15/19	≈ 44 mo.	\$ 54,000.00	\$ 101.4410	\$ 54,778.14	\$ 428.75	2.100%	3.73%
Sallie Mae BK Salt Lake City UT CTF DEP	10/22/14 - 10/22/19	≈ 44 mo.	\$ 83,000.00	\$ 101.3910	\$ 84,154.53	\$ 635.58	2.150%	5.74%
Wells Fargo BK N A San Francisco Calif	04/30/15 - 04/30/20	≈ 50 mo.	\$ 100,000.00	\$ 99.8010	\$ 99,801.00	\$ 102.74	1.250%	6.80%
Capital One BK USA NATL ASSN Glen Allen	11/04/15 - 11/04/20	≈ 57 mo.	\$ 211,000.00	\$ 101.3970	\$ 213,947.67	\$ 1,454.17	2.150%	14.59%
Total CDs					\$ 1,460,145.63	\$ 5,812.69	99.54%	
Total Multi-Bank WWTP Holdings					\$ 1,466,883.53	\$ 5,812.69	100.00%	
Total Portfolio Investment							56.54%	

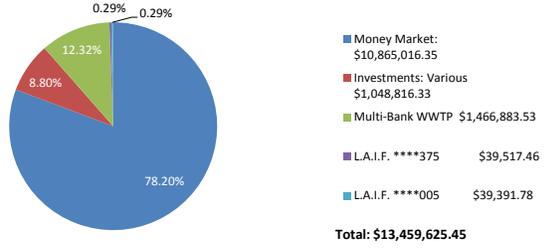
L.A.I.F. Investments					
Account #	Quarter End Principal Balance as of 01/15/2015	Quarterly Interest Earned as of 01/15/2015	Interest Rate	Total	% of Investment
****375	\$ 39,480.92	\$ 36.54	0.37%	\$ 39,517.46	50.08%
****005	\$ 39,355.36	\$ 36.42	0.37%	\$ 39,391.78	49.92%
Total L.A.I.F. Investments Holdings				\$ 78,909.24	100.00%
Total Portfolio Investment					3.04%

Charts and Graphs

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



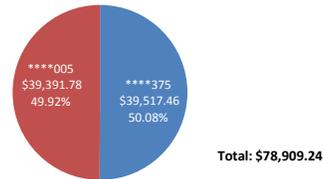
**Total Portfolio of Investment
(Including Money Market Cash)
February 2016**



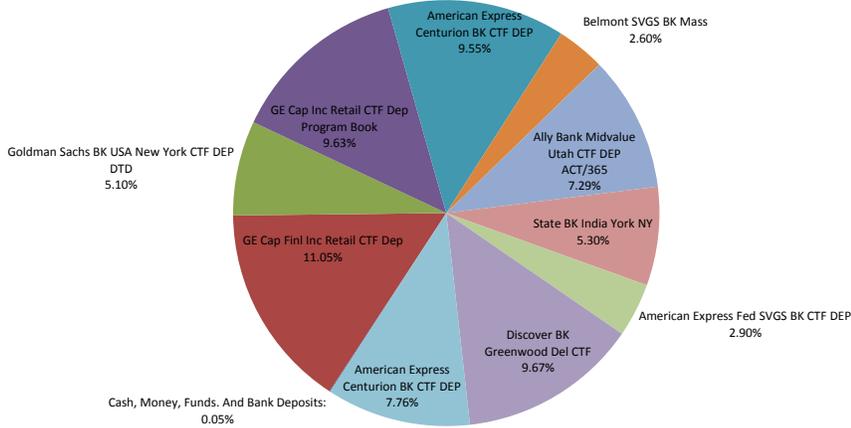
**Total Portfolio of Investments by Type
February 2016**



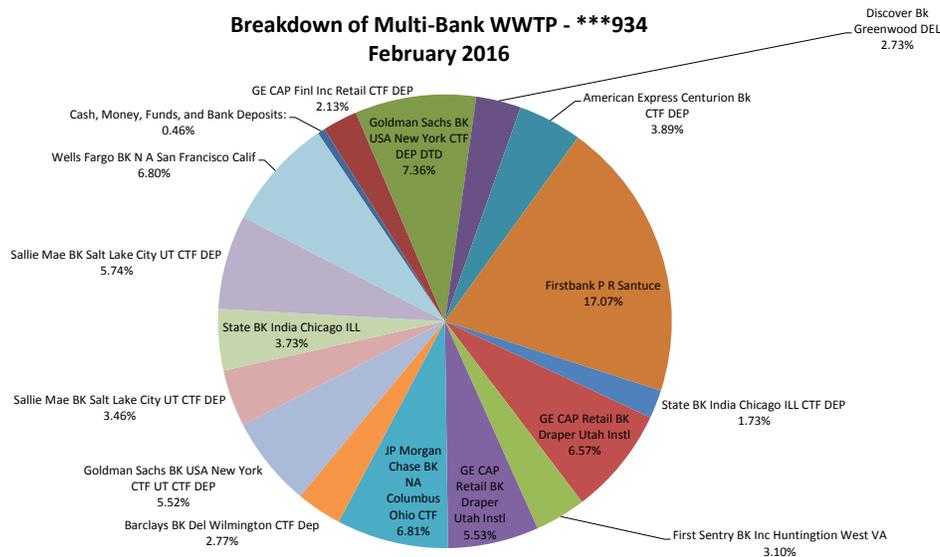
**Breakdown of L.A.I.F. Investments
February 2016**



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



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





CITY COUNCIL AGENDA ITEM NO. 3.4

SECTION 3: CONSENT CALENDAR

Meeting Date: April 25, 2016
Subject: Consideration to Approve a 60 Month Lease and Associated Maintenance Services with Ray Morgan Company for two new Copiers at City Hall and Authorize the City Manager to Execute the Lease Agreement
Enclosures: Ray Morgan Company Value Rental Lease Agreement
Presented By: Shannon Esenwein, Finance Director

Approved By: _____

Staff Recommendation:

1. Approve a 60 month Lease and Associated Maintenance Services with Ray Morgan Company (RMC) for two new Copiers at City Hall.
2. Authorize the City Manager to execute the Value Rental Lease Agreement with Ray Morgan Company.

Background and Overview:

The City of Hughson entered into a five (5) year lease agreement with IKON Office Solutions on March 31, 2011 to provide two copy machines: 1) Ricoh MPC7501 and 2) Ricoh MPC300SR, to City Hall. The lease provides 15,000 black and white copies per month with an overage charge of \$0.0047 per black and white copy and \$0.06 per color copy and a minimum lease payment of \$1,245.20. This agreement ended in April 2016 and the City is currently on a month-to-month agreement with IKON Office Solutions with the same rate and terms.

When the lease agreement was executed in 2011, the City was preparing hardcopy agenda packets that required a large amount of copies to be produced. In 2014, the decision was made to purchase iPads which greatly reduced the City's printing needs. Since the lease agreement with IKON Office Solutions was set at 15,000 black and white copies per month, the City was paying for copies that were not being used. In addition, City staff frequently experienced issues with the reliability of the Ricoh MPC7501 resulting in numerous service calls.

In September 2015, City staff began meeting with Ricoh representatives to begin discussing proposed solutions and future needs.

Discussion:

As good stewards of public funds and as a staff that carefully considers multiple options before moving forward with any effort, City staff reached out to Ricoh and subsequently contacted Ray Morgan Company. Multiple meetings took place with both companies and proposals were received by both.

Ricoh representatives proposed replacing the current Ricoh machines with a Ricoh MPC5503 and Ricoh MPC3065SPF. The Ricoh MPC5503 would print 55 pages per minute while the Ricoh MPC3065SPF would be a desktop printer and print 30 pages per minute. The proposed contract would include shared images of 6,800 black and white copies and 2,300 color copies at a cost of \$665.62 per month plus overages billed at \$0.0166 per black and white copy and \$0.06 per color copy.

Ray Morgan Company (RMC) performed a mini assessment of the City's needs prior to making a recommendation. Representatives interviewed staff to determine the best solution to meet the needs of the City. RMC representatives proposed replacing the current Ricoh with a Samsung X7600 (60 pages per minute) and Samsung X4300 (30 pages per minute). Both machines meet the City's needs in terms of functionality and would provide redundancy in the event that one machine is down, something that was not offered in the Ricoh proposal. In addition, the Samsung machines would offer Searchable PDF functionality allowing the City to scan agenda packets in a searchable format to be posted to the City's website. RMC's proposal would include a shared image contract of 5,000 black and white copies at a cost of \$534.14 per month plus overages billed at \$0.01 per black and white copy and \$0.07 per color copy.

Based on the mini assessment provided by RMC, the City currently prints an average of 6,861 black and white images and 3,521 color images per month. Incorporating the actual usage numbers, the anticipated monthly cost of the Ricoh contract would be \$739.79 and the RMC contract would be \$782.32.

City staff recommends moving forward with a 60 month lease with Ray Morgan Company. The decision was based on the additional functionality of the machines offered by RMC including: faster print speeds, searchable PDF capabilities, redundancy of machines and better reliability, in addition to an anticipated more responsive customer service staff. The 60 month lease with RMC includes the return of all Ricoh devices at no additional charge to the City of Hughson.

City staff recommends issuing a Letter of Intent to not renew the lease contract with IKON Office Solutions and to authorize the City Manager to execute the Value Rental Lease Agreement with Ray Morgan Company.

Fiscal Impact:

City staff proposes a lease agreement with Ray Morgan Company in the amount of \$536.14 monthly plus quarterly overages billed at \$0.01 per black and white copy and \$0.07 per color copy over the allocated amount. The anticipated savings to the City is \$7,892.88 annually over the current lease with IKON Office Solutions.

This document is written in "Plain English". The words **you** and **your** refer to the customer. The words **Owner, we, us** and **our** refer to **Ray Morgan Company**. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER			STREET ADDRESS		
CITY	STATE	ZIP	PHONE	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		
CITY	STATE	ZIP	FEDERAL TAX I.D. #	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)					

MAKE / MODEL / ITEM DESCRIPTION	SERIAL NO.	STARTING METER

RENTAL TERMS	RENTAL PAYMENT AMOUNT	SECURITY DEPOSIT
Term in months _____ (mos.)	Payments of \$ _____ <i>(plus applicable taxes)</i>	\$ _____ Received <i>(plus applicable taxes)</i>
	Rental Payment Period is Monthly Unless Otherwise Indicated	
Payment includes _____ Color images per month	Overages billed monthly at _____ per Color image	Scans billed separately at: _____ per scan
Payment includes _____ B&W images per month	Overages billed monthly at _____ per B&W image	
Please select one of the following: Meter readings will be: <input type="radio"/> Monthly <input type="radio"/> Quarterly <input type="radio"/> Other _____ <i>(If nothing is selected, then Quarterly will be your Meter Reading option.)</i>		

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.
TERMS AND CONDITIONS THIS AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.

OWNER ACCEPTANCE

DATED: _____ OWNER: _____ SIGNATURE _____ TITLE _____

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all conditions and terms of this Agreement on this page and on page 2 attached hereto.

DATED: _____ CUSTOMER: _____ SIGNATURE **X** _____ TITLE _____
 PRINT NAME _____

DATED: _____ CUSTOMER: _____ SIGNATURE **X** _____ TITLE _____
 PRINT NAME _____

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR: _____ SIGNATURE **X** _____ DATE _____

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the Agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

DATED: _____ CUSTOMER: _____ SIGNATURE **X** _____ TITLE _____

1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL/ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Owner interim rent for the use of the equipment prior to the due date of the first payment. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT: Rent will be payable in installments, each in the amount of the basic payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums, received from the you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner and developer as defined by the Manufacturer's Published Yield per Container. Additional toner will be billed separately. Paper, media, staples and clear toner, if any is required by your particular equipment model, must be separately purchased by the customer. If necessary, the service and supply portion of this Agreement may be assigned. Customer has been informed that a surge protector is recommended to protect their electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through Ray Morgan Company. Customer responsible for providing manufacturer recommended adequate power supply.

Check one of the following: purchased Has existing Declined and will be responsible for damage caused by not having a surge protector.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.

6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will pay to us the present value of the total of all unpaid payments for the full term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and applied, at our option, against any loss or damage.

8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in the amount of the original cost until this agreement is terminated. You also agree to obtain a general public liability insurance policy from someone who is acceptable to us and include us as additional insured on the policy. You shall provide us with certificates evidencing issuance of these policies. Each policy must include a clause requiring the insurer to give us written notice of any alteration or cancellation of the policy. We are under no duty to ascertain the existence of or examine any such policy or to advise you in the event any such policy does not comply with these requirements. If you fail to provide appropriate property damage coverage certificate, we may enroll you in our property coverage insurance program and bill you a monthly property damage surcharge up to .0035 of the equipment cost as a result of our increased administrative costs and credit risks. We may make a profit on this program. As long as you remain current, in the event of a loss (excluding losses resulting from intentional acts), the replacement value of the equipment will be applied against any loss or damage as per paragraph 7. **You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.**

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal taxes which we are required to pay as Owner of the Equipment or the remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC Filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us \$79.50 on the day the first payment is due as the origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is more than 5 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and require you to return the equipment to us to a location designated by us at your cost. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for us to recover from you those monies for which you are liable. It is further agreed that your right and remedies are governed exclusively by this Agreement and you waive Customer's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. **You waive trial by jury in any action between us.**

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per image and the per image charge over the base minimum by a minimum of 5% over the charges of the previous year. In addition, the Lease Company may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions. **If the supplier is providing maintenance and supplies to you for equipment that is not leased from us, but the charges for such maintenance and supplies are included in this Agreement, you agree that if you retire, replace and/or add new non-leased equipment to the Agreement, you grant us the ability to reflect these additions or deletions of said non-leased equipment to the Agreement and your payments under this Agreement may be adjusted accordingly.**

17. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

18. TRANSITION BILLING: In order to provide an orderly transaction and a uniform billing cycle, the "Effective Date" of this Agreement will be the twentieth (20th) day of the month following installation of the new products (as example, if the new equipment is installed June 5th (the "Installation Date"), the Effective Date of the agreement will be June 20th). Customer agrees to pay a prorated amount for the period between the Installation Date and the Effective Date. The payment for the transition period will be based on the minimum usage payment prorated on a 30 day calendar month and will be added to the customer's first invoice. In addition, should this agreement replace an existing Ray Morgan Company generated previous equipment lease, a CLOSING BILL on the agreement being replaced, up to the Installation Date, will be sent approximately a week to ten days after delivery of the new equipment. Customer agrees to pay for these CLOSING BILL charges as they represent product and services provided under the prior agreement, up to the Installation Date of the new product(s).

19. FINANCE LEASE: This is a "finance lease" as defined in the Uniform Commercial Code warranties ("UCC"). You waive rights under (UCC 2A-303). You may be entitled to the promises and warranties (if any) provided to us by the Supplier, and you may contact the Supplier for a statement thereof. We hereby transfer to you all automatically transferable warranties, if any, made to us by the Supplier. You shall give us access to the Equipment Location to inspect the Equipment, and you agree to pay our related costs.

20. LESSEE GUARANTY: You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronic copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph #12.

FOR MUNICIPALITIES ONLY

20-A. CUSTOMER COVENANTS: The Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

20-B. SIGNATURES: Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

20-C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten(10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

19096 - 12/08/2011

mcorderpackageV7.6.1



CITY COUNCIL AGENDA ITEM NO. 3.5

SECTION 3: CONSENT CALENDAR

Meeting Date: April 25, 2016
Subject: Acceptance of the Phase II Environmental Site Assessment Prepared by Condor Earth Technologies for City Property Located on Leedom Road Near the Waste Water Treatment Facility and Approval to Direct City Staff to Issue a Request for Proposals (RFP) for Reuse Options and Lease of the Subject Property

Presented By: Raul L. Mendez, City Manager

Approved By: _____

Staff Recommendations:

1. Accept the Phase II Environmental Site Assessment prepared by Condor Earth Technologies for City property located on Leedom Road near the Waste Water Treatment Facility.
2. Approve directing City staff to issue a Request for Proposals (RFP) for Reuse Options and Lease of the Subject Property.

Background and Overview:

On December 9, 2014, the Hughson City Council approved a lease extension between the City of Hughson and Michael Noeller for approximately twelve (12) acres of City-owned property adjacent to the Waste Water Treatment Facility along Leedom Road to October 31, 2015 or completion of the harvest of the fall 2015 almond crop, whichever occurs later.

At that time, the City Council directed staff to bring back a discussion to begin exploring future options for the 12 acres Leedom property. Subsequently, further direction was provided to take a look at all available City property adjacent to the Waste Water Treatment Facility (which includes the Lower Ponds that consists of approximately 35 acres) to begin developing a more comprehensive plan or approach. City staff began that process during the evaluation of the Noeller agricultural lease last fall.

Last summer, a Request for Proposals was issued for farming of the smaller 12 acre Leedom property and subsequently on September 14, 2015, the City Council awarded the 25-year agricultural lease to Michael Noeller dba Noeller Farms. Mr. Noeller is in the process of removing the older block (planted in 1975) of almonds in the upcoming weeks and will be replanting the section in peaches as previously indicated. Once redeveloped, the entire orchard on City property will be planted in almonds and peaches—adding diversity to the operation.

Based on prior City Council direction and discussion, City staff begun developing a plan for the Lower Ponds. As previously discussed, and advised by the City Attorney, the City decided as a first step to hire a professional firm to conduct preliminary environmental work to best determine any restrictions with the property that may limit future use and to identify any associated mitigation that may be necessary.

Environmental Site Assessment

The City of Hughson contracts with Condor Earth Technologies (“Condor”) for a variety of services including storm water management and environmental reporting of municipal facilities. Condor also has a division that focuses on environmental assessment. Condor's environmental staff are experienced professionals who perform a diverse range of investigative, remedial, and compliance-type services for both public and private sectors.

In light of the environmental work needed for the Lower Ponds, City staff contacted Condor's environmental division and received a proposal for a Phase I Environmental Site Assessment. On November 9, 2015, the City Council approved utilizing Condor Earth Technologies to conduct the Phase I Environmental Assessment through an agreement at a cost not to exceed \$3,600. The City Manager executed the associated agreement to commence the work on November 20, 2015. The Phase I Environmental Assessment Report was accepted by the City Council on January 25, 2016.

For reference, the following is summary of the Condor’s Opinions and Conclusions as contained Phase I Environmental Site Assessment:

- A Phase I ESA was performed in conformance with the scope and limitations of ASTM E 1527-13 for APNs 009-026-031 and 032, located at 6424 Leedom Road, Hughson, Stanislaus County, California.
- The former use of the Site for raw sewage disposal from the 1940s to the mid-1980s constitutes a *recognized environmental condition* pursuant to ASTM Standard. Elevated concentrations of metals may be present in soil within the former wastewater ponds, particularly the northern ponds.
- The former use of a portion of the Site as a gun range constitutes a recognized environmental condition pursuant to the ASTM Standard. Elevated concentrations of lead due to lead shot and/or bullets are likely present in the target area of the Site.
- The green waste dump constitutes a *de minimis* condition. While there is evidence of the landfill including some solid waste, it is unlikely that significant quantities of hazardous waste are present at the landfill.

- Condor recommends further evaluation of the soil in the pond areas for metals in order to assist the Client with land re-use decisions.

Because the majority of the property being examined consists of the area formerly used for raw sewage disposal or the “wastewater ponds,” additional evaluation of that area was a focus of further discussions in order to better understand reuse options. City staff requested a cost proposal from Condor for the recommended soil testing and obtained City Council approval on February 8, 2016 to commission the additional work.

Summary of Phase II Environmental Site Assessment

Condor conducted four tasks to complete the Phase II Environmental Site Assessment Report within the determined schedule: (1) Work Plan and Field Work Preparation, (2) Field Work, (3) Laboratory Analysis and Evaluation and (4) Report Preparation. Condor had a site visit on February 25, 2016 to accomplish the contracted work.

The following is a summary of the scope of work for the Phase II Environmental Site Assessment:

- Condor collected seven surface soil samples from the former wastewater treatment ponds on site.
- All detected metals concentrations appear to be representative of naturally occurring background metals concentrations for the region and are below sensitive land use regulatory screening levels.
- The detected concentrations of constituents do not appear to pose a risk to human health or the environment, and the site is acceptable for unrestricted uses.
- Condor recommended no further evaluation of the site.

Next Steps/Issue a Request for Proposals for Reuse Options

Based on the results of the full environmental work conducted by Condor Earth Technologies, City staff recommends proceeding forward with a Request for Proposals (RFP) to solicit proposals from interested parties willing to lease the subject property for viable and creative reuse. Some of the options contemplated by City staff include agriculture, recreation, education, solar, etc. A draft RFP is attached and once finalized, with assistance by the City Attorney, will commence the process that is expected to take a few months to complete to allow interested parties enough time to develop thorough proposals for consideration. The following is the tentative schedule for reference.

Release Request for Proposal	May 2, 2016
Onsite Tour of the Subject Property	May 27, 2016
Proposals due to City of Hughson	June 17, 2016
Evaluation Process (and/or Interviews)	June 18-30, 2016
Hughson City Council Approval	July 11, 2016
Completion of Agreement	July 12-31, 2016
New Contract Effective Date	August 1, 2016

Fiscal Impact:

Condor Earth Technologies completed the Phase I and II Environmental Site Assessments of the Lower Ponds at a total cost of \$7,700 and funded through existing budgeted appropriations. If necessary, the appropriate enterprise fund budget will be adjusted as part of the year-end process. The Request for Proposals is anticipated to identify reuse options for the subject project that may generate additional revenue for the City moving forward.



March 17, 2016

Raul Mendez
City of Hughson
7018 Pine Street
PO Box 9
Hughson, CA 95326

**SUBJECT: Phase II Environmental Site Assessment Sampling Results, Leedom Road, Hughson, California
Condor Project No. 7210A**

Dear Mr. Mendez:

Condor Earth Technologies, Inc. (Condor) prepared this report of findings for soil sampling conducted on the property located at Leedom Road, Hughson, California. The Phase II Environmental Site Assessment (ESA) has been conducted for the City of Hughson (Client). The subject property is designated as Assessor's Parcel Numbers (APNs) 009-026-031 and -032 (Site) (Figures 1 and 2, Attachment A). The purpose of the Phase II ESA was to further evaluate the recognized environmental condition identified in the Phase I Environmental Site Assessment Report for the Site prepared by Condor and dated December 23, 2015. The Site was used for raw sewage disposal from the 1940s until the mid-1980s and as a result, Condor concluded that elevated metals concentrations may be present in surface soil within the former wastewater ponds. This report summarizes the sampling conducted, laboratory analytical results, and conclusions.

SOIL SAMPLING

On February 25, 2016, Condor collected seven soil samples from the former wastewater ponds (Figure 3, Attachment A). Samples were collected from zero to six inches below ground surface at seven locations. Samples were collected by directly inserting laboratory-supplied glass jars into the soil. Each sample container was sealed, labeled, and placed in chilled coolers. Samples were shipped under chain-of-custody procedures to McCampbell Analytical, Inc. of Pittsburg, California (ELAP # 1644) for analysis on a five-day turnaround time basis. No noticeable odors or staining of sampled soil were observed and the soil appeared to be a sandy loam to loamy sand.

LABORATORY ANALYTICAL RESULTS

The seven soil samples were analyzed discretely for CAM 17 Metals by EPA 7000 series, including antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc. Table 1 on the following page summarizes the laboratory analytical results. Detected metals concentrations are representative of background concentrations and are below screening levels for unrestricted land uses. The lower ponds (closer to the Tuolumne River) are represented by samples S1 through S5 and the upper ponds are represented by

samples S6 and S7. Metals concentrations in soil samples from the lower ponds appear to be slightly elevated compared to those in samples from the upper ponds.

TABLE 1: CAM 17 METALS LABORATORY ANALYTICAL RESULTS

Sample ID	S1	S2	S3	S4	S5	S6	S7	DL	Typical Background Range	RSL	Title 22
Constituent	All values in mg/kg, all samples collected on February 25, 2016										
Antimony	<0.50	<0.50	<0.50	<0.50	0.69	<0.50	<0.50	0.50	0-2	30	500
Arsenic	3.8	3.8	4.7	3.4	7.7	1.4	1.7	0.50	0-12	14*	500
Barium	190	130	170	130	160	52	78	0.50	30-300	5,200	10,000
Beryllium	<0.50	<0.50	<0.50	<0.50	0.60	<0.50	<0.50	0.50	0-1	16	75
Cadmium	0.34	<0.25	0.28	<0.25	0.26	<0.25	<0.25	0.25	0-0.5	1.7	100
Chromium	42	51	53	45	60	13	12	0.50	10-150	100,000	2,500
Cobalt	7.2	12	12	9.3	14	4.4	4.4	0.50	0-10	660	8,000
Copper	47	34	48	30	51	9.1	18	0.50	0-120	3,000	2,500
Lead	18	6.1	14	6.0	12	2.3	4.9	0.50	0.5-40	80**	1,000
Mercury	1.0	0.14	0.66	0.14	0.58	<0.050	0.17	0.050	0-1	18	20
Molybdenum	0.79	<0.5	<0.5	<0.5	0.84	<0.5	0.63	0.50	0-1	380	3,500
Nickel	33	48	48	41	63	13	7.8	0.50	10-100	1,600	2,000
Selenium	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.50	0-1	380	100
Silver	0.94	<0.50	0.61	<0.50	0.50	<0.50	<0.50	0.50	0-1	380	500
Thallium	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	<0.50	0.50	0-0.25	5	700
Vanadium	52	71	71	64	74	37	44	0.50	40-200	530	2,400
Zinc	200	61	120	54	84	29	68	0.50	40-200	23,000	5,000

Notes: DL = Laboratory Detection Limit at dilution factor of 1. RSL = Residential Screening Level¹ Title 22 Limits are California Hazardous Waste criteria. Typical Background Range based on Condor's experience in the Central Valley and Sierra Foothills regions. mg/kg = milligrams per kilogram, parts per million

*Arsenic screening level from DTSC Guidance

**Lead screening level from DTSC Guidance

SUMMARY AND CONCLUSIONS

Condor collected seven surface soil samples from the former wastewater treatment ponds on the Site on February 25, 2016. All detected metals concentrations appear to be representative of naturally occurring background metals concentrations for the region, and are below sensitive land use regulatory screening levels.

The detected concentrations of constituents do not appear to pose a risk to human health or the environment, and the Site is acceptable for unrestricted uses. Condor recommends no further evaluation for the Site.

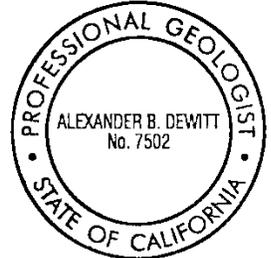
¹ OEHHA Toxicity Criteria Database, soil screening numbers (mg/kg soil) for nonvolatile chemicals based on total exposure to contaminated soil: inhalation, ingestion, and dermal absorption 09/23/2010.



The sampling described in this report was directly supervised by Mr. Alexander Dewitt, a duly registered Professional Geologist licensed in California with over 12 years of experience evaluating and remediating contaminated properties. Mr. Dewitt declares that he meets the definition of "Environmental Professional" as set forth in 40 CFR §312.10(b). The interpretations and conclusions presented herein were developed in accordance with generally accepted principles and practice.

Respectfully submitted,

CONDOR EARTH TECHNOLOGIES, INC.



Daniel Schaner
Staff Geologist

Alexander B. Dewitt, CA PG No. 7502
Vice President, Environmental Services

Attachment A

- Figure 1: Vicinity Map
- Figure 2: Site Map
- Figure 3: Sampling Results Map

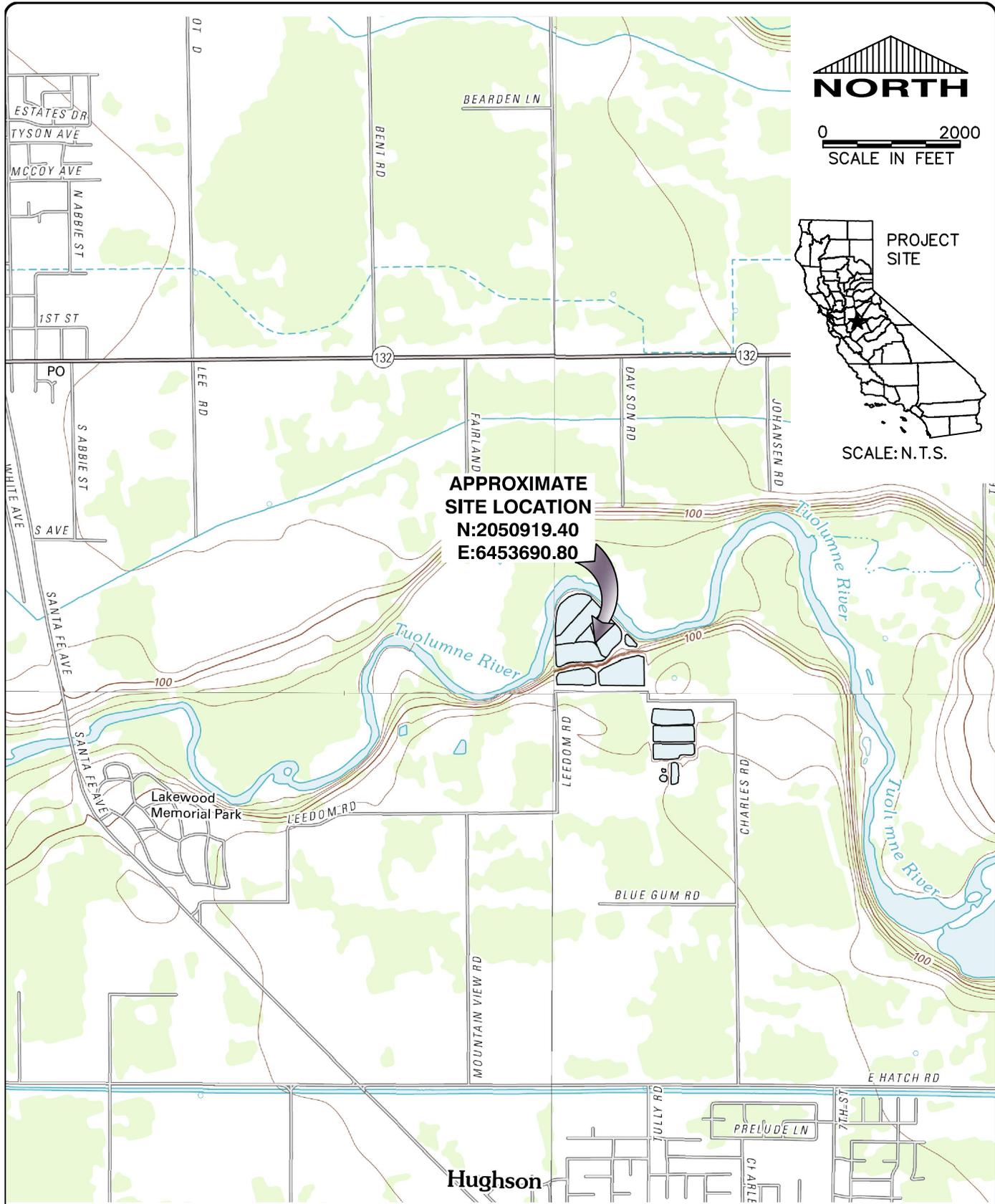
Attachment B

Laboratory Analytical Report and Chain-of-Custody

X:\Project\7000_prj\7210 City of Hughson Leedom Road Phase I ESA\7210A Phase II Sampling\Reports\FR 20160317 Phase II ESA.docx



ATTACHMENT A

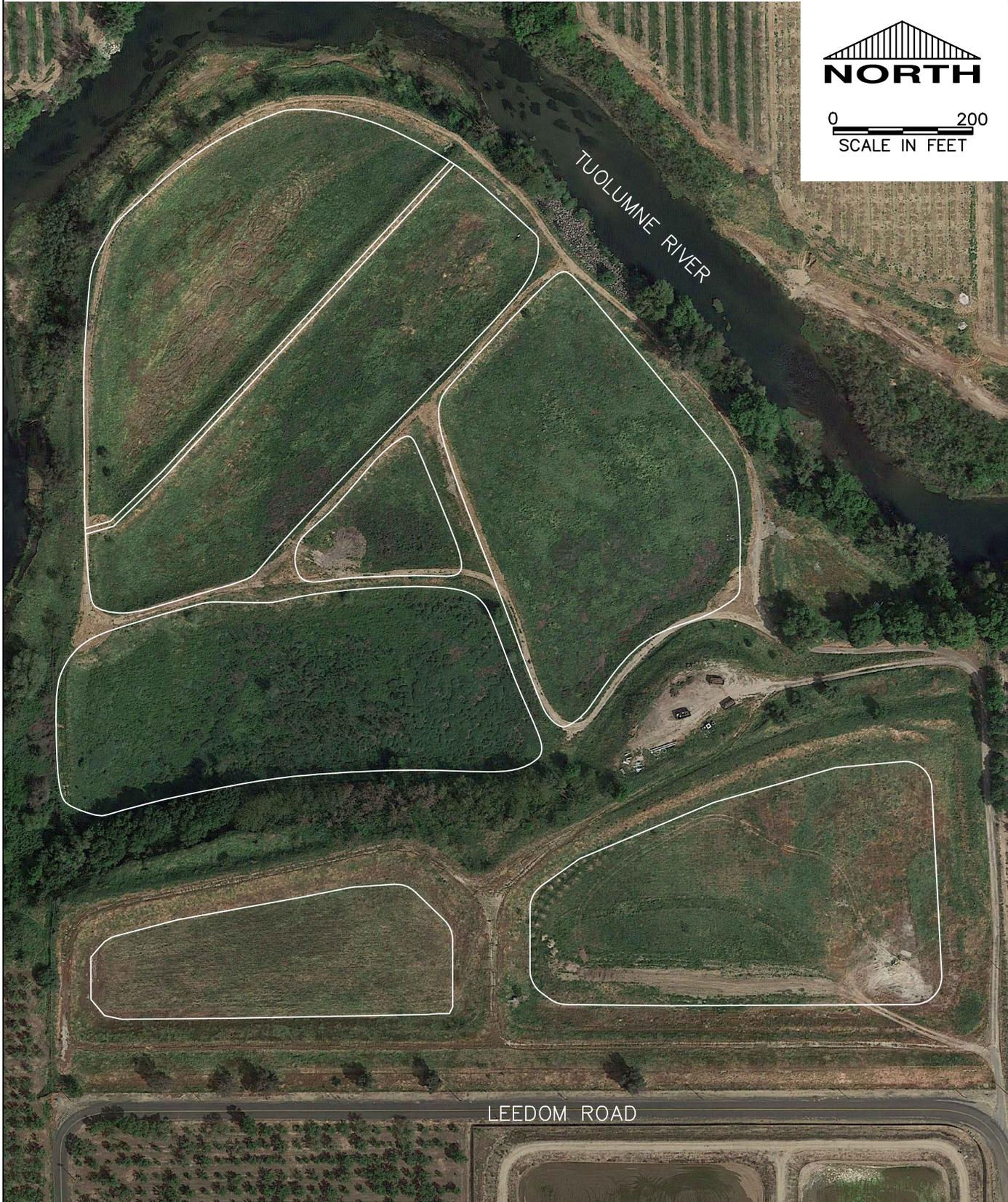


BACKGROUND IMAGE: USGS 7.5 MINUTE QUADRANGLE, RIVERBANK, CERES, WATERFORD AND DENAIR, 2012

 <p>CONDOR EARTH TECHNOLOGIES, INC. Frank West Circle, Site 1 Stockton, CA 95206 (209) 234-0518 f(209) 234-0538 www.condorearth.com tockton@condorearth.com</p>	Job No. 7210A	VICINITY MAP LEEDOM ROAD PHASE II CITY OF HUGHSON HUGHSON, CALIFORNIA	FIGURE 1
	Published Date 29 FEB 2016		
	Scale AS SHOWN		
	Drawn KGM		
	Chi'd DS		File No. 7210A_F1



0 200
SCALE IN FEET



BACKGROUND IMAGE: GOOGLE EARTH 2015



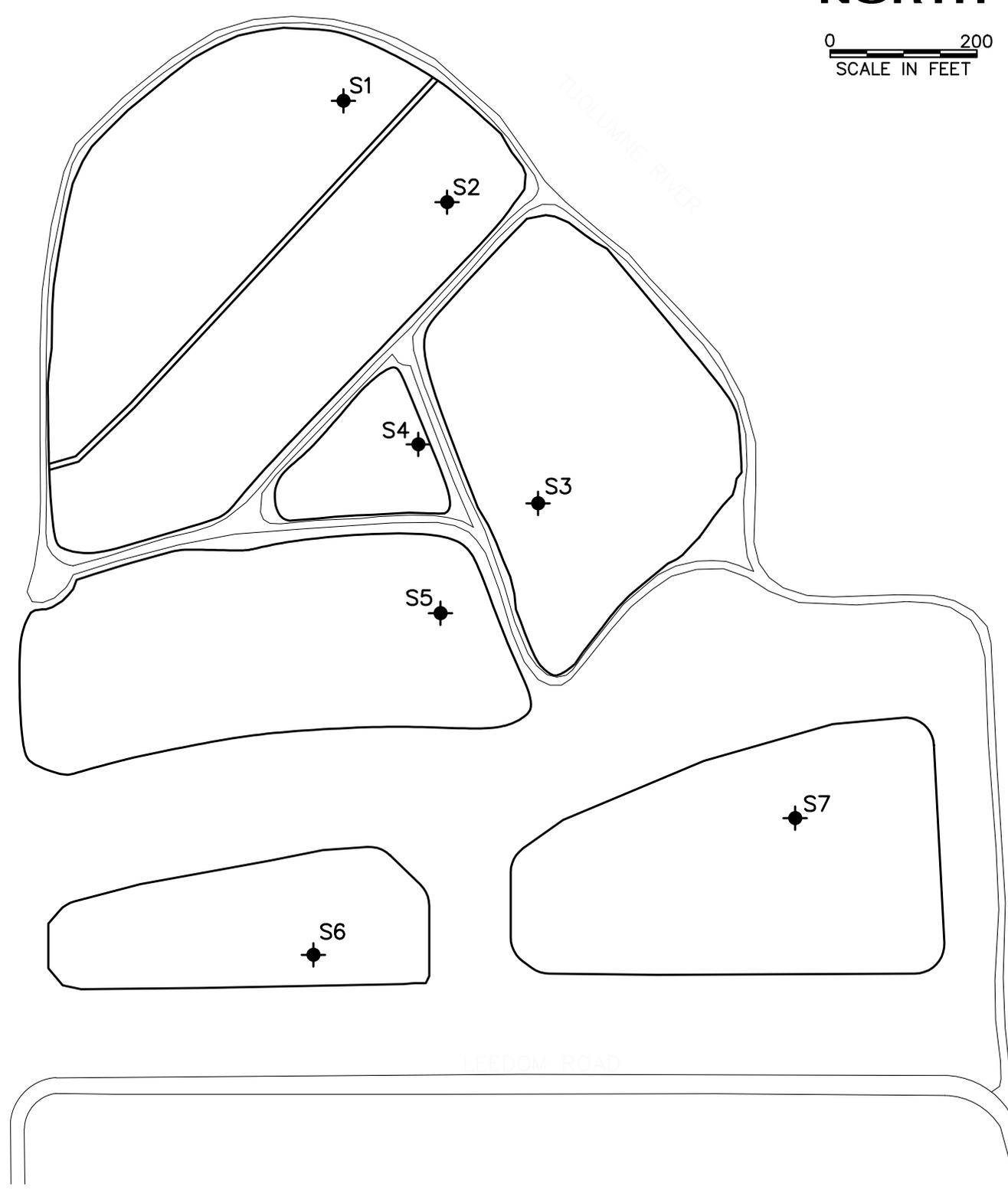
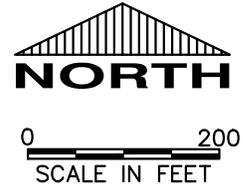
CONDOR EARTH TECHNOLOGIES, INC.
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 f(209) 234-0538
 www.condorearth.com
 tockton@condorearth.com

Job No.	7210A
Published Date	29 FEB 2016
Scale	AS SHOWN
Drawn	KGM
Chk'd	DS

**SITE MAP
LEEDOM ROAD PHASE II
CITY OF HUGHSON
HUGHSON, CALIFORNIA**

**FIGURE
2**

File No.
7210A_F2



CONDOR EARTH TECHNOLOGIES, INC.

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Job No.	7210A
Published Date	29 FEB 2016
Scale	AS SHOWN
Drawn	Chk'd
KGM	DS

**SAMPLE LOCATION
 LEEDOM ROAD PHASE II
 CITY OF HUGHSON
 HUGHSON, CALIFORNIA**

**FIGURE
 3**

File No.
7210A_F3

ATTACHMENT B



McC Campbell Analytical, Inc.

"When Quality Counts"

Analytical Report

WorkOrder: 1602A69

Report Created for: Condor Earth Technologies, Inc.

188 Frank West Circle, Suite I
Stockton, CA 95206

Project Contact: Alex Dewitt

Project P.O.:

Project Name: 7210A; Leedom Road Phase 2

Project Received: 02/25/2016

Analytical Report reviewed & approved for release on 03/02/2016 by:

Angela Rydelius,
Laboratory Manager

The report shall not be reproduced except in full, without the written approval of the laboratory. The analytical results relate only to the items tested. Results reported conform to the most current NELAP standards, where applicable, unless otherwise stated in the case narrative.





Glossary of Terms & Qualifier Definitions

Client: Condor Earth Technologies, Inc.
Project: 7210A; Leedom Road Phase 2
WorkOrder: 1602A69

Glossary Abbreviation

95% Interval	95% Confident Interval
DF	Dilution Factor
DI WET	(DISTLC) Waste Extraction Test using DI water
DISS	Dissolved (direct analysis of 0.45 µm filtered and acidified water sample)
DLT	Dilution Test
DUP	Duplicate
EDL	Estimated Detection Limit
ITEF	International Toxicity Equivalence Factor
LCS	Laboratory Control Sample
MB	Method Blank
MB % Rec	% Recovery of Surrogate in Method Blank, if applicable
MDL	Method Detection Limit
ML	Minimum Level of Quantitation
MS	Matrix Spike
MSD	Matrix Spike Duplicate
N/A	Not Applicable
ND	Not detected at or above the indicated MDL or RL
NR	Data Not Reported due to matrix interference or insufficient sample amount.
PDS	Post Digestion Spike
PDSD	Post Digestion Spike Duplicate
PF	Prep Factor
RD	Relative Difference
RL	Reporting Limit (The RL is the lowest calibration standard in a multipoint calibration.)
RPD	Relative Percent Deviation
RRT	Relative Retention Time
SPK Val	Spike Value
SPKRef Val	Spike Reference Value
SPLP	Synthetic Precipitation Leachate Procedure
ST	Sorbent Tube
TCLP	Toxicity Characteristic Leachate Procedure
TEQ	Toxicity Equivalents
WET (STLC)	Waste Extraction Test (Soluble Threshold Limit Concentration)

Quality Control Qualifiers

F8 MS/MSD recovery and/or RPD was out of acceptance criteria; PDS validated the prep batch. If PDS recovery was out of acceptance criteria, DLT validated the prep batch.



Analytical Report

Client: Condor Earth Technologies, Inc.
Date Received: 2/25/16 18:20
Date Prepared: 2/25/16
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S1	1602A69-001A	Soil	02/25/2016 10:06	ICP-MS3	117248

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	02/26/2016 16:44
Arsenic	3.8	0.50	1	02/26/2016 16:44
Barium	190	5.0	1	02/26/2016 16:44
Beryllium	ND	0.50	1	02/26/2016 16:44
Cadmium	0.34	0.25	1	02/26/2016 16:44
Chromium	42	0.50	1	02/26/2016 16:44
Cobalt	7.2	0.50	1	02/26/2016 16:44
Copper	47	0.50	1	02/26/2016 16:44
Lead	18	0.50	1	02/26/2016 16:44
Mercury	1.0	0.050	1	02/26/2016 16:44
Molybdenum	0.79	0.50	1	02/26/2016 16:44
Nickel	33	0.50	1	02/26/2016 16:44
Selenium	ND	0.50	1	02/26/2016 16:44
Silver	0.94	0.50	1	02/26/2016 16:44
Thallium	ND	0.50	1	02/26/2016 16:44
Vanadium	52	0.50	1	02/26/2016 16:44
Zinc	200	5.0	1	02/26/2016 16:44

Surrogates	REC (%)	Limits	
Terbium	104	70-130	02/26/2016 16:44

Analyst(s): AC



Analytical Report

Client: Condor Earth Technologies, Inc.
Date Received: 2/25/16 18:20
Date Prepared: 2/25/16
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S2	1602A69-002A	Soil	02/25/2016 10:27	ICP-MS3	117248

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	02/26/2016 16:50
Arsenic	3.8	0.50	1	02/26/2016 16:50
Barium	130	5.0	1	02/26/2016 16:50
Beryllium	0.50	0.50	1	02/26/2016 16:50
Cadmium	ND	0.25	1	02/26/2016 16:50
Chromium	51	0.50	1	02/26/2016 16:50
Cobalt	12	0.50	1	02/26/2016 16:50
Copper	34	0.50	1	02/26/2016 16:50
Lead	6.1	0.50	1	02/26/2016 16:50
Mercury	0.14	0.050	1	02/26/2016 16:50
Molybdenum	ND	0.50	1	02/26/2016 16:50
Nickel	48	0.50	1	02/26/2016 16:50
Selenium	ND	0.50	1	02/26/2016 16:50
Silver	ND	0.50	1	02/26/2016 16:50
Thallium	ND	0.50	1	02/26/2016 16:50
Vanadium	71	0.50	1	02/26/2016 16:50
Zinc	61	5.0	1	02/26/2016 16:50

Surrogates	REC (%)	Limits	Date Analyzed
Terbium	105	70-130	02/26/2016 16:50

Analyst(s): AC



Analytical Report

Client: Condor Earth Technologies, Inc.
Date Received: 2/25/16 18:20
Date Prepared: 2/25/16
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S3	1602A69-003A	Soil	02/25/2016 10:51	ICP-MS3	117248

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	02/26/2016 16:57
Arsenic	4.7	0.50	1	02/26/2016 16:57
Barium	170	5.0	1	02/26/2016 16:57
Beryllium	0.54	0.50	1	02/26/2016 16:57
Cadmium	0.28	0.25	1	02/26/2016 16:57
Chromium	53	0.50	1	02/26/2016 16:57
Cobalt	12	0.50	1	02/26/2016 16:57
Copper	48	0.50	1	02/26/2016 16:57
Lead	14	0.50	1	02/26/2016 16:57
Mercury	0.66	0.050	1	02/26/2016 16:57
Molybdenum	ND	0.50	1	02/26/2016 16:57
Nickel	48	0.50	1	02/26/2016 16:57
Selenium	ND	0.50	1	02/26/2016 16:57
Silver	0.61	0.50	1	02/26/2016 16:57
Thallium	ND	0.50	1	02/26/2016 16:57
Vanadium	71	0.50	1	02/26/2016 16:57
Zinc	120	5.0	1	02/26/2016 16:57

Surrogates	REC (%)	Limits	Date Analyzed
Terbium	102	70-130	02/26/2016 16:57

Analyst(s): AC



Analytical Report

Client: Condor Earth Technologies, Inc.
Date Received: 2/25/16 18:20
Date Prepared: 2/25/16
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S4	1602A69-004A	Soil	02/25/2016 11:06	ICP-MS3	117248

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	02/26/2016 17:03
Arsenic	3.4	0.50	1	02/26/2016 17:03
Barium	130	5.0	1	02/26/2016 17:03
Beryllium	ND	0.50	1	02/26/2016 17:03
Cadmium	ND	0.25	1	02/26/2016 17:03
Chromium	45	0.50	1	02/26/2016 17:03
Cobalt	9.3	0.50	1	02/26/2016 17:03
Copper	30	0.50	1	02/26/2016 17:03
Lead	6.0	0.50	1	02/26/2016 17:03
Mercury	0.14	0.050	1	02/26/2016 17:03
Molybdenum	ND	0.50	1	02/26/2016 17:03
Nickel	41	0.50	1	02/26/2016 17:03
Selenium	ND	0.50	1	02/26/2016 17:03
Silver	ND	0.50	1	02/26/2016 17:03
Thallium	ND	0.50	1	02/26/2016 17:03
Vanadium	64	0.50	1	02/26/2016 17:03
Zinc	54	5.0	1	02/26/2016 17:03

Surrogates	REC (%)	Limits	Date Analyzed
Terbium	95	70-130	02/26/2016 17:03

Analyst(s): AC



Analytical Report

Client: Condor Earth Technologies, Inc.
Date Received: 2/25/16 18:20
Date Prepared: 2/25/16
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S5	1602A69-005A	Soil	02/25/2016 11:14	ICP-MS3	117248

Analytes	Result	RL	DF	Date Analyzed
Antimony	0.69	0.50	1	02/26/2016 17:09
Arsenic	7.7	0.50	1	02/26/2016 17:09
Barium	160	5.0	1	02/26/2016 17:09
Beryllium	0.60	0.50	1	02/26/2016 17:09
Cadmium	0.26	0.25	1	02/26/2016 17:09
Chromium	60	0.50	1	02/26/2016 17:09
Cobalt	14	0.50	1	02/26/2016 17:09
Copper	51	0.50	1	02/26/2016 17:09
Lead	12	0.50	1	02/26/2016 17:09
Mercury	0.58	0.050	1	02/26/2016 17:09
Molybdenum	0.84	0.50	1	02/26/2016 17:09
Nickel	63	0.50	1	02/26/2016 17:09
Selenium	ND	0.50	1	02/26/2016 17:09
Silver	0.50	0.50	1	02/26/2016 17:09
Thallium	ND	0.50	1	02/26/2016 17:09
Vanadium	74	0.50	1	02/26/2016 17:09
Zinc	84	5.0	1	02/26/2016 17:09

Surrogates	REC (%)	Limits	Date Analyzed
Terbium	104	70-130	02/26/2016 17:09

Analyst(s): AC



Analytical Report

Client: Condor Earth Technologies, Inc.
Date Received: 2/25/16 18:20
Date Prepared: 2/25/16
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S6	1602A69-006A	Soil	02/25/2016 11:34	ICP-MS3	117248
<u>Analytes</u>	<u>Result</u>		<u>RL</u>	<u>DF</u>	<u>Date Analyzed</u>
Antimony	ND		0.50	1	02/26/2016 17:40
Arsenic	1.4		0.50	1	02/26/2016 17:40
Barium	52		5.0	1	02/26/2016 17:40
Beryllium	ND		0.50	1	02/26/2016 17:40
Cadmium	ND		0.25	1	02/26/2016 17:40
Chromium	13		0.50	1	02/26/2016 17:40
Cobalt	4.4		0.50	1	02/26/2016 17:40
Copper	9.1		0.50	1	02/26/2016 17:40
Lead	2.3		0.50	1	02/26/2016 17:40
Mercury	ND		0.050	1	02/26/2016 17:40
Molybdenum	ND		0.50	1	02/26/2016 17:40
Nickel	13		0.50	1	02/26/2016 17:40
Selenium	ND		0.50	1	02/26/2016 17:40
Silver	ND		0.50	1	02/26/2016 17:40
Thallium	ND		0.50	1	02/26/2016 17:40
Vanadium	37		0.50	1	02/26/2016 17:40
Zinc	29		5.0	1	02/26/2016 17:40
<u>Surrogates</u>	<u>REC (%)</u>		<u>Limits</u>		
Terbium	101		70-130		02/26/2016 17:40
<u>Analyst(s):</u> AC					

(Cont.)



Analytical Report

Client: Condor Earth Technologies, Inc.
Date Received: 2/25/16 18:20
Date Prepared: 2/25/16
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg

CAM / CCR 17 Metals

Client ID	Lab ID	Matrix	Date Collected	Instrument	Batch ID
S7	1602A69-007A	Soil	02/25/2016 11:51	ICP-MS3	117248

Analytes	Result	RL	DF	Date Analyzed
Antimony	ND	0.50	1	02/26/2016 17:46
Arsenic	1.7	0.50	1	02/26/2016 17:46
Barium	78	5.0	1	02/26/2016 17:46
Beryllium	ND	0.50	1	02/26/2016 17:46
Cadmium	ND	0.25	1	02/26/2016 17:46
Chromium	12	0.50	1	02/26/2016 17:46
Cobalt	4.4	0.50	1	02/26/2016 17:46
Copper	18	0.50	1	02/26/2016 17:46
Lead	4.9	0.50	1	02/26/2016 17:46
Mercury	0.17	0.050	1	02/26/2016 17:46
Molybdenum	0.63	0.50	1	02/26/2016 17:46
Nickel	7.8	0.50	1	02/26/2016 17:46
Selenium	ND	0.50	1	02/26/2016 17:46
Silver	ND	0.50	1	02/26/2016 17:46
Thallium	ND	0.50	1	02/26/2016 17:46
Vanadium	44	0.50	1	02/26/2016 17:46
Zinc	68	5.0	1	02/26/2016 17:46

Surrogates	REC (%)	Limits	Date Analyzed
Terbium	100	70-130	02/26/2016 17:46

Analyst(s): AC



Quality Control Report

Client: Condor Earth Technologies, Inc.
Date Prepared: 2/25/16
Date Analyzed: 2/26/16
Instrument: ICP-MS1
Matrix: Soil
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
BatchID: 117248
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg
Sample ID: MB/LCS-117248
 1602A52-014AMS/MSD
 1602A52-014APDS

QC Summary Report for Metals

Analyte	MB Result	LCS Result	RL	SPK Val	MB SS %REC	LCS %REC	LCS Limits
Antimony	ND	49.8	0.50	50	-	100	75-125
Arsenic	ND	52.6	0.50	50	-	105	75-125
Barium	ND	529	5.0	500	-	106	75-125
Beryllium	ND	52.4	0.50	50	-	105	75-125
Cadmium	ND	51.6	0.25	50	-	103	75-125
Chromium	ND	51.9	0.50	50	-	104	75-125
Cobalt	ND	54.1	0.50	50	-	108	75-125
Copper	ND	53.9	0.50	50	-	108	75-125
Lead	ND	53.9	0.50	50	-	108	75-125
Mercury	ND	1.22	0.050	1.25	-	97	75-125
Molybdenum	ND	50.2	0.50	50	-	100	75-125
Nickel	ND	53.4	0.50	50	-	107	75-125
Selenium	ND	54.6	0.50	50	-	109	75-125
Silver	ND	51.1	0.50	50	-	102	75-125
Thallium	ND	51.4	0.50	50	-	103	75-125
Vanadium	ND	51.5	0.50	50	-	103	75-125
Zinc	ND	543	5.0	500	-	109	75-125
Surrogate Recovery							
Terbium	505	503		500	101	101	70-130



Quality Control Report

Client: Condor Earth Technologies, Inc.
Date Prepared: 2/25/16
Date Analyzed: 2/26/16
Instrument: ICP-MS1
Matrix: Soil
Project: 7210A; Leedom Road Phase 2

WorkOrder: 1602A69
BatchID: 117248
Extraction Method: SW3050B
Analytical Method: SW6020
Unit: mg/Kg
Sample ID: MB/LCS-117248
 1602A52-014AMS/MSD
 1602A52-014APDS

QC Summary Report for Metals

Analyte	MS Result	MSD Result	SPK Val	SPKRef Val	MS %REC	MSD %REC	MS/MSD Limits	RPD	RPD Limit
Antimony	48.1	51.3	50	ND	96	102	75-125	6.43	20
Arsenic	68.6	13.4	50	12.12	113	3,F8	75-125	135,F8	20
Barium	706	152	500	114.1	118	8,F8	75-125	129,F8	20
Beryllium	53.7	0.838	50	0.5824	106	1,F8	75-125	194,F8	20
Cadmium	50.2	ND	50	ND	100	0,F8	75-125	0	20
Chromium	137	89.1	50	62.45	150,F8	53,F8	75-125	42.6,F8	20
Cobalt	67.4	14.0	50	12.58	110	3,F8	75-125	131,F8	20
Copper	118	36.5	50	29.90	177,F8	13,F8	75-125	106,F8	20
Lead	68.3	10.3	50	9.881	117	1,F8	75-125	147,F8	20
Mercury	1.29	1.31	1.25	0.05750	99	100	75-125	1.31	20
Molybdenum	52.0	54.7	50	4.186	96	101	75-125	4.97	20
Nickel	199	110	50	72.99	252,F8	74,F8	75-125	57.8,F8	20
Selenium	50.5	0.522	50	ND	100	0,F8	75-125	196,F8	20
Silver	49.5	ND	50	ND	99	0,F8	75-125	199,F8	20
Thallium	50.2	ND	50	ND	100	0,F8	75-125	198,F8	20
Vanadium	123	55.6	50	40.48	165,F8	30,F8	75-125	75.5,F8	20
Zinc	610	72.9	500	64.57	109	2,F8	75-125	157,F8	20
Surrogate Recovery									
Terbium	494	516	500		99	103	70-130	4.33	20

Analyte	PDS Result	SPK Val	SPKRef Val	PDS %REC	PDS Limits
Arsenic	64.8	50	12.12	105	80-120
Barium	671	500	114.1	111	80-120
Beryllium	54.8	50	0.5824	108	80-120
Cadmium	52.8	50	ND	105	80-120
Chromium	112	50	62.45	100	80-120
Cobalt	64.0	50	12.58	103	80-120
Copper	81.4	50	29.90	103	80-120
Lead	64.4	50	9.881	109	80-120
Nickel	125	50	72.99	104	80-120
Selenium	53.5	50	ND	106	80-120
Silver	53.9	50	ND	108	80-120
Thallium	53.1	50	ND	106	80-120

(Cont.)



Quality Control Report

Client: Condor Earth Technologies, Inc. Date Prepared: 2/25/16 Date Analyzed: 2/26/16 Instrument: ICP-MS1 Matrix: Soil Project: 7210A; Leedom Road Phase 2	WorkOrder: 1602A69 BatchID: 117248 Extraction Method: SW3050B Analytical Method: SW6020 Unit: mg/Kg Sample ID: MB/LCS-117248 1602A52-014AMS/MSD 1602A52-014APDS
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QC Summary Report for Metals

Analyte	PDS Result	SPK Val	SPKRef Val	PDS %REC	PDS Limits
Vanadium	90.0	50	40.48	99	80-120
Zinc	597	500	64.57	106	80-120



1534 Willow Pass Rd
Pittsburg, CA 94565-1701
(925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 1602A69

ClientCode: CETI

WaterTrax
 WriteOn
 EDF
 Excel
 EQUIS
 Email
 HardCopy
 ThirdParty
 J-flag

Report to:
 Alex Dewitt
 Condor Earth Technologies, Inc.
 188 Frank West Circle, Suite I
 Stockton, CA 95206
 209-234-0518 FAX: 209-234-0538

Email: adewitt@condorearth.com
 cc/3rd Party:
 PO:
 ProjectNo: 7210A; Leedom Road Phase 2

Bill to:
 Accounts Payable
 Condor Earth Technologies, Inc.
 188 Frank West Circle, Suite I
 Stockton, CA 95206

Requested TAT: 5 days;

Date Received: 02/25/2016
Date Logged: 02/25/2016

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)													
					1	2	3	4	5	6	7	8	9	10	11	12		
1602A69-001	S1	Soil	2/25/2016 10:06	<input type="checkbox"/>	A													
1602A69-002	S2	Soil	2/25/2016 10:27	<input type="checkbox"/>	A													
1602A69-003	S3	Soil	2/25/2016 10:51	<input type="checkbox"/>	A													
1602A69-004	S4	Soil	2/25/2016 11:06	<input type="checkbox"/>	A													
1602A69-005	S5	Soil	2/25/2016 11:14	<input type="checkbox"/>	A													
1602A69-006	S6	Soil	2/25/2016 11:34	<input type="checkbox"/>	A													
1602A69-007	S7	Soil	2/25/2016 11:51	<input type="checkbox"/>	A													

Test Legend:

1	CAM17MS_TTLC_S	2		3		4	
5		6		7		8	
9		10		11		12	

Project Manager:

Prepared by: Jena Alfaro

Comments:

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days). Hazardous samples will be returned to client or disposed of at client expense.



WORK ORDER SUMMARY

Client Name: CONDOR EARTH TECHNOLOGIES, INC.

QC Level: LEVEL 2

Work Order: 1602A69

Project: 7210A; Leedom Road Phase 2

Client Contact: Alex Dewitt

Date Logged: 2/25/2016

Comments:

Contact's Email: adewitt@condorearth.com

WaterTrax WriteOn EDF Excel Fax Email HardCopy ThirdParty J-flag

Lab ID	Client ID	Matrix	Test Name	Containers /Composites	Bottle & Preservative	De-chlorinated	Collection Date & Time	TAT	Sediment Content	Hold	SubOut
1602A69-001A	S1	Soil	SW6020 (CAM 17)	1	4OZ GJ	<input type="checkbox"/>	2/25/2016 10:06	5 days		<input type="checkbox"/>	
1602A69-002A	S2	Soil	SW6020 (CAM 17)	1	4OZ GJ	<input type="checkbox"/>	2/25/2016 10:27	5 days		<input type="checkbox"/>	
1602A69-003A	S3	Soil	SW6020 (CAM 17)	1	4OZ GJ	<input type="checkbox"/>	2/25/2016 10:51	5 days		<input type="checkbox"/>	
1602A69-004A	S4	Soil	SW6020 (CAM 17)	1	4OZ GJ	<input type="checkbox"/>	2/25/2016 11:06	5 days		<input type="checkbox"/>	
1602A69-005A	S5	Soil	SW6020 (CAM 17)	1	4OZ GJ	<input type="checkbox"/>	2/25/2016 11:14	5 days		<input type="checkbox"/>	
1602A69-006A	S6	Soil	SW6020 (CAM 17)	1	4OZ GJ	<input type="checkbox"/>	2/25/2016 11:34	5 days		<input type="checkbox"/>	
1602A69-007A	S7	Soil	SW6020 (CAM 17)	1	4OZ GJ	<input type="checkbox"/>	2/25/2016 11:51	5 days		<input type="checkbox"/>	

NOTES: - STLC and TCLP extractions require 2 days to complete; therefore, all TATs begin after the extraction is completed (i.e., One-day TAT yields results in 3 days from sample submission).

- MAI assumes that all material present in the provided sampling container is considered part of the sample - MAI does not exclude any material from the sample prior to sample preparation unless requested in writing by the client.



Sample Receipt Checklist

Client Name: **Condor Earth Technologies, Inc.**
 Project Name: **7210A; Leedom Road Phase 2**
 WorkOrder No: **1602A69** Matrix: Soil
 Carrier: Randy Glen (MAI Courier)

Date and Time Received: **2/25/2016 16:43**
 Date Logged: **2/25/2016**
 Received by: **Jena Alfaro**
 Logged by: **Jena Alfaro**

Chain of Custody (COC) Information

Chain of custody present? Yes No
 Chain of custody signed when relinquished and received? Yes No
 Chain of custody agrees with sample labels? Yes No
 Sample IDs noted by Client on COC? Yes No
 Date and Time of collection noted by Client on COC? Yes No
 Sampler's name noted on COC? Yes No

Sample Receipt Information

Custody seals intact on shipping container/cooler? Yes No NA
 Shipping container/cooler in good condition? Yes No
 Samples in proper containers/bottles? Yes No
 Sample containers intact? Yes No
 Sufficient sample volume for indicated test? Yes No

Sample Preservation and Hold Time (HT) Information

All samples received within holding time? Yes No
 Sample/Temp Blank temperature Temp: NA
 Water - VOA vials have zero headspace / no bubbles? Yes No NA
 Sample labels checked for correct preservation? Yes No
 pH acceptable upon receipt (Metal: <2; 522: <4; 218.7: >8)? Yes No NA
 Samples Received on Ice? Yes No

UCMR3 Samples:

Total Chlorine tested and acceptable upon receipt for EPA 522? Yes No NA
 Free Chlorine tested and acceptable upon receipt for EPA 218.7, 300.1, 537, 539? Yes No NA

* NOTE: If the "No" box is checked, see comments below.

 Comments:



REQUEST FOR PROPOSALS
FOR
**REUSE OPTIONS AND LEASE FOR
CITY OWNED PROPERTY ALONG
THE TUOLUMNE RIVER**

*PROPOSALS MUST BE RECEIVED
NO LATER THAN
5:00 PM, June 17, 2016*

SEND PROPOSALS TO:
Raul L Mendez
City Manager

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

PURPOSE

The City of Hughson is soliciting proposals from interested parties willing to lease City owned land for viable and creative reuse (agriculture, education, recreation, solar, etc.). The purpose of the lease agreement is to maximize the revenue to the City for the property currently consisting mostly of undeveloped lands that previously contained the ponds for the City's former waste water treatment facility. The City will consider both short term (3 or 5 year) and long term (10 or 25 year) lease proposals. The City will also consider both fixed and variable lease rates depending on the reuse.

BACKGROUND

The City of Hughson is a small but prospering agricultural community situated in eastern Stanislaus County. Hughson is the smallest incorporated city in Stanislaus County, but has grown from a population of 3,259 in 1990 to around 7,000 today. The City owns property adjacent to its current Waste Water Treatment Facility (along Leedom Road) of which approximately 35 acres is undeveloped and in close proximity to the Tuolumne River. A majority of the subject property's former use was as sewer ponds. A portion of the property was used by City departments on a smaller scale as a landfill and gun range. For purposes of this Request for Proposals, these sections of the property are restricted and will be excluded from any lease agreement. See Map Exhibit D.

CONDITIONS AND INSTRUCTIONS

PROPOSAL DELIVERY LOCATION

Proposals shall be delivered/mailed to the attention of Raul Mendez, City Manager, City of Hughson, 7018 Pine Street | PO Box 9, Hughson, California 95326 prior to 5:00 PM on Friday, June 17, 2016. Proposals received after that time will be returned unopened to the respective Firm and will not be considered for evaluation. No faxed or emailed proposals will be accepted.

REQUIRED CONTENT OF THE PROPOSAL

The proposal should be concise, well organized and demonstrate the proposer's qualifications and experience applicable to the scope of services. The following describes the information that at a minimum must be included:

1. Lease Bid Submittal Form
2. Lease Proposal Form
3. Comments Regarding Lease

SCOPE OF WORK

Information regarding the Scope of Work is included in the Lease Agreement.

PROPOSED CONTRACT

The City’s intent is to utilize the Lease format as shown in the attachment to formalize the lease award. Comments, if any, objecting to any clause(s) in the Lease shall be included in writing with the proposal. Objections shall clearly state the objection and the section of the provision being objected.

Submittal Instructions

Submitting Proposers or teams are required to submit one (1) original and two (2) additional copies of the proposal, including all required/desired attachments by the date, time and location specified in this Request for Proposals.

EVALUATION PROCESS

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

City staff will review and evaluate each proposal which is received by the stated submittal deadline. The proposals will be evaluated based on the Proposer or team’s qualifications; related experience—specifically of the individuals assigned, and cost effectiveness. The Proposer or team should show a strong understanding of best farming practices.

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

TENTATIVE SCHEDULE FOR SELECTION:

Release Request for Proposal	May 2, 2016
Onsite Tour of the Subject Property	May 27, 2016
Proposals due to City of Hughson	June 17, 2016
Evaluation Process (and/or Interviews)	June 18-30, 2016
Hughson City Council Approval	July 11, 2016
Completion of Agreement	July 12-31, 2016
New Contract Effective Date	August 1, 2016

PROPOSAL INQUIRIES:

Questions regarding this proposal shall be referred to:

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

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

ADDITIONAL TERMS AND CONDITIONS

Cost of Preparation of Proposal and Contract

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

Rights to Pertinent Materials

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

Award

The City of Hughson reserves the right to award this contract to the Proposer and/or team whose total aggregate proposal is most responsive to the needs of the City. An evaluation of the Proposer and/or team's ability, quality, and performance on previous or current contracts will be used in addition to the rate schedule as a basis of award for any resultant contract. The City may at its discretion award multiple contracts for the subject property provided that the reuse options are compatible.

APPENDIX A
LEASE BID SUBMITTAL FORM

Name of Proposer and/or team: _____

Address: _____

Telephone: _____

E-mail Address: _____

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

Type or Print Name and Title

Signature

**APPENDIX B
LEASE PROPOSAL FORM**

Name of Proposer and/or team: _____

INFORMATION:

1. Please provide a summary of your proposed reuse of the subject property and any relevant experience, qualifications, and expertise with associated operations.

DRAFT

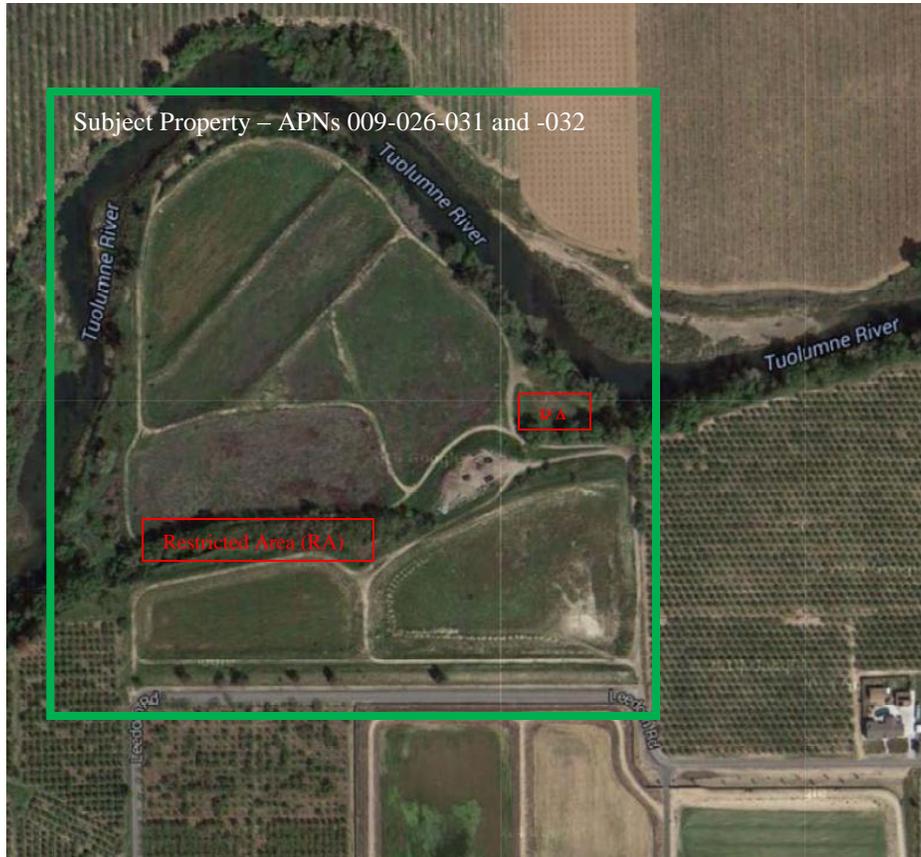
2. Please provide one professional reference from a land owner where you have held or hold a lease (Name/Phone Number).

3. Please provide one personal reference (Name/Phone Number).

APPENDIX C
AGREEMENT FOR LEASE

DRAFT

APPENDIX D
MAP





CITY COUNCIL AGENDA ITEM NO. 3.6

SECTION 3: CONSENT CALENDAR

Meeting Date: April 25, 2016
Subject: Consideration to Approve the Negotiated Three-Year First Amended Employment Contract with Raul Mendez, City Manager
Enclosures: Draft of Proposed First Amended Employment Contract, Terms and Conditions Sheet and Salary Comparison 2013 Employment Contract
Presented By: Daniel J. Schroeder, City Attorney

Approved By: _____

Staff Recommendation:

Approve the negotiated three-year First Amended Employment Contract with Raul Mendez, City Manager.

Background and Overview:

On May 13, 2013, the City and Raul Mendez entered into an Employment Contract whereby Mr. Mendez would serve as the new City Manager for a period of three years commencing on June 17, 2013 and expiring on June 16, 2016. A copy of the 2013 Employment Contract ("2013 Contract") is attached hereto. With the approach of the end of the term under the 2013 Contract, the City Council authorized Mayor Beekman to negotiate a new employment agreement with Mr. Mendez subject to the authority provided to him. Mayor Beekman and Mr. Mendez have completed the negotiations and as directed by the City Council, the City Attorney has memorialized the terms negotiated in the proposed First Amended Employment Contract ("Amended Contract"), a copy of which is attached for your convenience.

Discussion:

The negotiations between Mayor Beekman and Mr. Mendez resulted in the following changes to the 2013 Contract:

	<u>2013 Contract</u>	<u>Proposed Contract.</u>
<u>Term:</u>	3 year, 2013-2016	3 year, 2016-2019

<u>Salary:</u>	Range 182, Step C (\$120,176.52)	Range 182, Step E (\$132,494.64)
<u>Evaluation:</u>	6/17/14, 6/17/15	6/17/16, 6/17/17, 6/17/18
<u>Prof Devel:</u>	LOCC	LOCC and ICMA
<u>Deferred Comp:</u>	1%	2%
<u>Auto Allow.:</u>	\$300/Month	\$500/Month
<u>Tech Allow.:</u>	\$85/Month	\$100/Month

A copy of the Terms and Conditions sheet detailing the changes and a copy of a City Manager Salary Comparison sheet for Stanislaus, San Joaquin, and Merced is attached. Other than adjustments to dates and the aforementioned changes, the Proposed Amended Contract contains the same the terms and language that are in the 2013 Contract.

Upon execution, the terms of the Proposed Amended Contract will go into effect on June 17, 2016.

Fiscal Impact:

If approved, necessary adjustments will be incorporated into the City's Annual Budget for Fiscal Year 2016-2017 in the City Manager fund.

FIRST AMENDED EMPLOYMENT CONTRACT

THIS FIRST AMENDED EMPLOYMENT CONTRACT ("Contract") is made and entered into this 25th day of April, 2016, by and between the City of Hughson, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Raul L. Mendez, hereinafter called "Employee", and is effective as of June 17, 2016 ("Effective Date") upon the natural expiration of the Parties May 13, 2013 Employment Contract.

The parties agree as follows:

SECTION 1. DUTIES.

A. General.

Employer hereby employs Employee as City Manager to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Hughson, and the Ordinances and Resolutions of the City of Hughson, and to perform such other duties and functions as the Council shall from time to time assign.

SECTION 2. TERM.

A. The term of this Contract shall be for three (3) years, commencing the Effective Date and terminating at 11:59 P.M. on June 16, 2019.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time.

C. Notwithstanding any other provision in this Section 2, this contract may be earlier terminated in accordance with Section 7 of this contract

D. Employee shall remain in the exclusive employment of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.

E. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off.

SECTION 3. DISABILITY.

If Employee shall, for whatever reason, become incapable of performing any of the essential functions of Employee's position, even with reasonable accommodation by Employer, either

1. Permanently, or
2. For a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer,

then Employee shall be deemed to have suffered a disability. Employer and Employee agree that the time period specified in 2. above is a reasonable accommodation by Employer, and that granting longer time would be an undue hardship on Employer due to the importance of the City having a permanent city manager.

SECTION 4. SALARY.

Employer agrees to pay Employee, effective June 17, 2016, for his duties, at Range 182, Step E of the City's Salary Schedule which as of the Effective Date of this Contract is a base monthly salary of Eleven Thousand Forty One dollars and Twenty-two cents (\$11,041.22) payable in installments at the same time as other Employees of the Employer are paid. After the execution of this Contract, if the Employer provides a cost of living adjustment ("COLA") to all employees of the City, Employee shall be entitled to the same COLA. For purposes of calculating future base monthly salary increases as a result of a COLA, the amount of the COLA shall be applied only to the base month salary set forth in the City Salary Schedule. The City Council shall have the discretion to increase Employee's base monthly salary at any time.

SECTION 5. HOURS OF WORK.

Employee is expected to devote a great deal of time outside normal office hours to business of Employer. To that end Employee will be allowed to take compensatory time off as he shall deem appropriate, during said office hours.

SECTION 6. AUTOMOBILE ALLOWANCE.

Employee shall receive an automobile allowance of \$500.00 per month for the general business use of his personal vehicle, however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles. Employee may, at his discretion, use a City vehicle for business purposes.

Employee shall receive a technology allowance of \$100.00 per month for the business use of Employee's cell phone.

SECTION 7. TERMINATION

This contract shall terminate upon the occurrence of any of the following events:

A. The death of Employee.

B. The dissolution or bankruptcy of Employer.

C. The disability of Employee, as defined in Section 3 of this contract.

D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting without cause.

E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law which substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.

F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as termination.

G. If the Employee resigns following an offer to accept resignation, or a suggestion that Employee resign, whether formal or informal, by any member of the City Council of Employer acting as representative of the majority of the City Council, then the Employee may declare a termination as of the date of the suggestion.

H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided.

I. Conviction of Employee of any public offense which is a felony, and/or involves moral turpitude, and/or the punishment for which includes a prohibition of holding public employment.

SECTION 8. SEVERANCE PAY

If this Contract is terminated because of the reasons specified in Section 7.D., 7.E., 7.F., 7.G., or an uncured breach by Employer pursuant to 7.H., Employer shall pay severance pay to Employee in an amount equal to Six (6) months' salary if termination occurs prior to the last Six (6) months of the term of this Contract. If the Contract is terminated as set forth in this section during the last Six months of the term of this Contract, Employer shall pay severance pay to Employee in an amount equal to the number of months remaining of the term of this Contract.

If this contract is terminated for any reason specified in Section 7, Employee shall be paid for all accrued vacation time and accrued paid holidays.

SECTION 9. VACATION AND SICK LEAVE.

Employee shall accrue vacation, sick, or other Employer-authorized, leave, in the same manner as other Employees of City.

SECTION 10. DISABILITY, HEALTH AND LIFE INSURANCE.

Employee shall be provided the same disability, health, dental, vision and life insurance that is presently provided other management employees.

SECTION 11. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer. The Employer shall provide a qualified 457 deferred compensation plan for Employee's continued participation, and in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to two percent (2%) of Employee's base salary into the designated plan on Employee's behalf, in equal proportionate amounts each pay period.

SECTION 12. DUES AND SUBSCRIPTIONS.

Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of Employer. The limit of such expenses shall be \$200.00 monthly.

SECTION 13. PROFESSIONAL DEVELOPMENT.

A. Employer shall budget for and pay the travel and subsistence expenses of Employee for professional official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the State League of California Cities, International City/County Management Association, and such other national, regional, state and local governmental groups and committees thereof of which Employee may serve as a member.

B. Employer shall budget and pay for the travel and subsistence expense of Employee for short courses, institutes and seminars necessary for his professional development and for the good of the Employer.

C. The expenses specified in Section 13.A. and Section 13.B. shall be preapproved by the City Council.

D. Employer will perform a written annual performance evaluation within 30 days of June 17, in 2016, 2017, and 2018. In the event that Employer fails to timely perform the evaluation, Employee may issue a written notice under Section 7.H demanding that the Employer perform the evaluation within 30 days of the date of the written notice. In the event the

Employer fails to perform the evaluation within 30 days of Employee's written notice, Employee may declare a termination of the Contract under Section 7.H .

SECTION 14. REIMBURSEMENT OF EXPENSES.

To the extent Employee necessarily issues expenses in the performance of his duties, Employee will receive reimbursement therefore. Employee shall submit a claim form to employer in the form and manner required of any employee. The requirement for a claim form shall apply to mileage reimbursement under Section 6 of this contract.

SECTION 15. INDEMNIFICATION.

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise or settle a claim or suit and agrees that he will sign any settlement agreement involving only the payment of money by the Employer or a third party. However, if the Employee is a named party to the suit and the settlement agreement requires that the Employee perform or refrain from performing any conduct, Employee's written consent must be given for the compromise or settlement, which consent shall not be unreasonably withheld. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation if those services occur after Employee is no longer an Employee of the Employer.

SECTION 16. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. Employer, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the Municipal Code, or any other law.

B. Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer.

SECTION 18. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor,
City of Hughson, P.O. Box 9,
Hughson, CA 95326
- (2) Employee: Raul L. Mendez
5801 Chenault Drive
Modesto, CA 95356

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 19. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Contract between the parties.
- B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Contract shall become effective on the date first written above.

D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Hughson has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

"EMPLOYER"

CITY OF HUGHSON

By: _____
MATT BEEKMAN, Mayor

ATTEST:

CHRISTINE TALLMAN, Interim City Clerk

APPROVED AS TO FORM:

DANIEL J. SCHROEDER, City Attorney

"EMPLOYEE"

RAUL L. MENDEZ

**City of Hughson
Employment Contract for
Raul L. Mendez, City Manager**

***Terms and Conditions
(Other Provisions of Current Agreement to Remain Intact)***

	Current	Proposed
Term	June 17, 2013 – June 17, 2016	June 17, 2016 – June 17, 2019
Salary*	Range 182 Step C	Range 182 Step E
Evaluation	June 17, 2014 & June 17, 2015	June 17, 2017 & June 17, 2018
Professional Development	LOCC	LOCC, ICMA
Deferred Compensation	1%	2%
Auto Allowance	\$300/month	\$500/month
Tech Allowance	\$85/month	\$100/month

***Salary History (Includes COLA Increase for All City Employees)**

Range 176 C (\$9,434.31/\$113,211.72) – As of June 13, 2013

Range 179 C (\$9,720.18/\$116,642.16) – Effective July 1, 2014

Range 182 C (\$10,017.71/\$120,176.52) – Effective July 1, 2015

Step A \$9,083.64/\$109,003.68

Step B \$9,537.82/\$114,453.84

Step C \$10,014.71/\$120,176.52

Step D \$10,515.45/\$126,185.40

Step E \$11,041.22/\$132,494.64

Terms and Conditions
(Estimate of Cost Differential)

	Current	Proposed
Term	June 17, 2013 – June 17, 2016	June 17, 2016 – June 17, 2019
Salary*	\$120,176.52	\$132,494.64
Evaluation	June 17, 2014 & June 17, 2015	June 17, 2017 & June 17, 2018
Professional Development	LOCC	LOCC, ICMA*
Deferred Compensation	\$1,201.77	\$2,649.89
Auto Allowance	\$3,600.00	\$6,000.00
Tech Allowance	\$1,020.00	\$1,200.00
	\$125,998.29	\$142,344.53

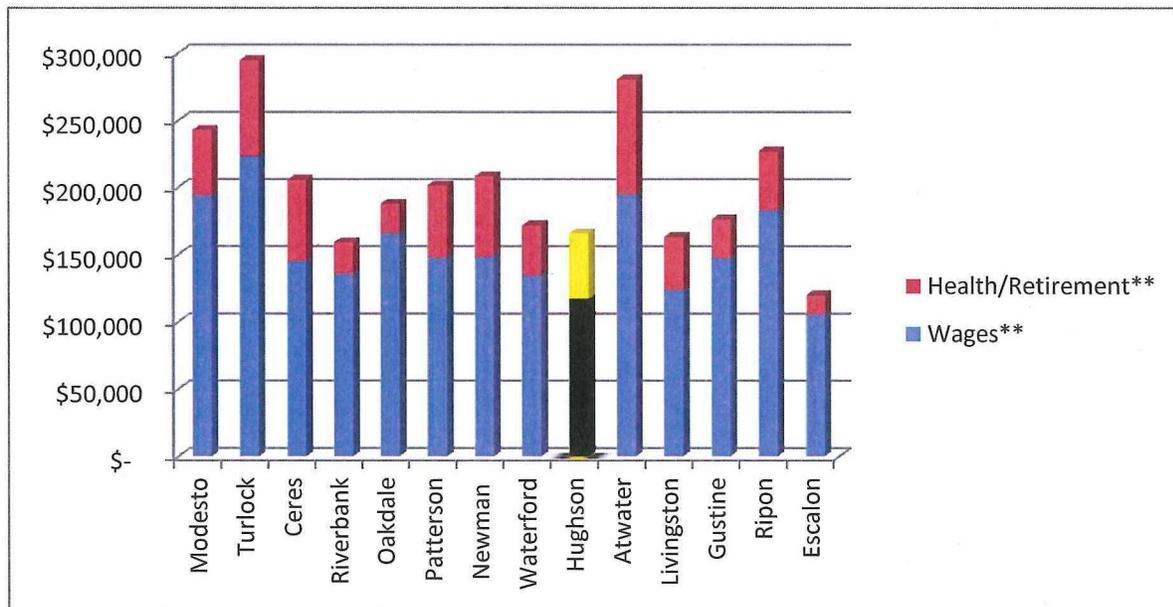
*ICMA Membership – 0.008 x annual salary, capped at \$1,400

CITY MANAGER SALARY COMPARISON (STANISLAUS, SAN JOAQUIN, MERCED)

County	City	Population*	Wages**	Health/Retirement**	Total Salary
Stanislaus	Modesto	201,165	\$ 194,093	\$ 48,997	\$ 243,090
Stanislaus	Turlock	70,365	\$ 223,285	\$ 71,737	\$ 295,022
Stanislaus	Ceres	45,417	\$ 145,084	\$ 60,738	\$ 205,822
Stanislaus	Riverbank	22,678	\$ 135,862	\$ 23,521	\$ 159,383
Stanislaus	Oakdale	20,675	\$ 165,962	\$ 22,003	\$ 187,965
Stanislaus	Patterson	20,413	\$ 148,111	\$ 53,572	\$ 201,683
Stanislaus	Newman	10,224	\$ 148,870	\$ 59,557	\$ 208,427
Stanislaus	Waterford	8,456	\$ 134,582	\$ 37,322	\$ 171,904
Stanislaus	Hughson	6,640	\$ 117,263	\$ 48,703	\$ 165,966
Merced	Atwater	28,168	\$ 194,708	\$ 86,079	\$ 280,787
Merced	Livingston	13,058	\$ 123,681	\$ 39,671	\$ 163,352
Merced	Gustine	5,520	\$ 147,007	\$ 29,317	\$ 176,324
San Joaquin	Ripon	14,297	\$ 182,621	\$ 44,364	\$ 226,985
San Joaquin	Escalon	7,132	\$ 105,979	\$ 14,033	\$ 120,012

* 2010 Census

** 2014 Government Data from California State Controller (Modesto and Patterson 2013 Data)



EMPLOYMENT CONTRACT

THIS CONTRACT is made and entered into this 13th day of May, 2013, by and between the City of Hughson, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Raul L. Mendez, hereinafter called "Employee", and is effective as of June 17, 2013 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

A. General.

Employer hereby employs Employee as City Manager to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Hughson, and the Ordinances and Resolutions of the City of Hughson, and to perform such other duties and functions as the Council shall from time to time assign.

SECTION 2. TERM.

A. The term of this Contract shall be for three (3) years, commencing the Effective Date.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time.

C. Notwithstanding any other provision in this Section 2, this contract may be earlier terminated in accordance with Section 7 of this contract

D. Employee shall remain in the exclusive employment of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.

E. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off.

SECTION 3. DISABILITY.

If Employee shall, for whatever reason, become incapable of performing any of the essential functions of Employee's position, even with reasonable accommodation by Employer, either

1. Permanently, or
2. For a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer,

then Employee shall be deemed to have suffered a disability. Employer and Employee agree that the time period specified in 2. above is a reasonable accommodation by Employer, and that granting longer time would be an undue hardship on Employer due to the importance of the City having a permanent city manager.

SECTION 4. SALARY.

Employer agrees to pay Employee, effective June 17, 2013, for his duties, a base monthly salary of Nine Thousand Four Hundred and Thirty-One dollars and Thirty-one cents (\$9,431.31) (Range 176, Step C of City Salary Schedule) payable in installments at the same time as other Employees of the Employer are paid. After the initial year of this contract period, if the Employer provides a cost of living adjustment ("COLA") to all employees of the City, Employee shall be entitled to the same COLA. For purposes of calculating future base monthly salary increases as a result of a COLA, the amount of the COLA shall be applied only to the base month salary set forth in the City Salary Schedule. The City Council shall have the discretion to increase Employee's base monthly salary at any time.

SECTION 5. HOURS OF WORK.

Employee is expected to devote a great deal of time outside normal office hours to business of Employer. To that end Employee will be allowed to take compensatory time off as he shall deem appropriate, during said office hours.

SECTION 6. AUTOMOBILE ALLOWANCE.

Employee shall receive an automobile allowance of \$300.00 per month for the general business use of his personal vehicle, however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles. Employee may, at his discretion, use a City vehicle for business purposes.

Employee shall receive a technology allowance of \$85.00 per month for the business use of Employee's cell phone.

SECTION 7. TERMINATION

This contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined in Section 3 of this contract.
- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting without cause.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law which substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, or a suggestion that Employee resign, whether formal or informal, by any member of the City Council of Employer acting as representative of the majority of the City Council, then the Employee may declare a termination as of the date of the suggestion.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense which is a felony, and/or involves moral turpitude, and/or the punishment for which includes a prohibition of holding public employment.

SECTION 8. SEVERANCE PAY

If this Contract is terminated because of the reasons specified in Section 7.D., 7.E., 7.F., 7.G., or an uncured breach by Employer pursuant to 7.H., Employer shall pay severance pay to Employee in an amount equal to Six (6) months' salary if termination occurs prior to the last Six (6) months of the term of this Contract. If the Contract is terminated as set forth in this section during the last Six months of the term of this Contract, Employer shall pay severance pay to Employee in an amount equal to the number of months remaining of the term of this Contract.

If this contract is terminated for any reason specified in Section 7, Employee shall be paid for all accrued vacation time and accrued paid holidays.

SECTION 9. VACATION AND SICK LEAVE.

Employee shall accrue vacation, sick, or other Employer-authorized, leave, in the same manner as other Employees of City. Effective June 17, 2013, Employee shall be deemed to have accrued 80 hours of vacation time.

SECTION 10. DISABILITY, HEALTH AND LIFE INSURANCE.

Employee shall be provided the same disability, health, dental, vision and life insurance that is presently provided other management employees.

SECTION 11. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer. The Employer shall provide a qualified 457 deferred compensation plan for Employee's continued participation, and in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to one percent (1%) of Employee's base salary into the designated plan on Employee's behalf, in equal proportionate amounts each pay period.

SECTION 12. DUES AND SUBSCRIPTIONS.

Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of Employer. The limit of such expenses shall be \$200.00 monthly.

SECTION 13. PROFESSIONAL DEVELOPMENT.

A. Employer shall budget for and pay the travel and subsistence expenses of Employee for professional official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the State League of California Cities and such other national, regional, state and local governmental groups and committees thereof of which Employee may serve as a member.

B. Employer shall budget and pay for the travel and subsistence expense of Employee for short courses, institutes and seminars necessary for his professional development and for the good of the Employer.

C. The expenses specified in Section 13.A. and Section 13.B. shall be preapproved by the City Council.

D. Employer will perform a written annual performance evaluation within 30 days of June 17, in 2014, and 2015. In the event that Employer fails to timely perform the evaluation, Employee may issue a written notice under Section 7.H demanding that the Employer perform the evaluation within 30 days of the date of the written notice. In the event the Employer fails to perform the evaluation within 30 days of Employee's written notice, Employee may declare a termination of the Contract under Section 7.H .

SECTION 14. REIMBURSEMENT OF EXPENSES.

To the extent Employee necessarily issues expenses in the performance of his duties, Employee will receive reimbursement therefore. Employee shall submit a claim form to employer in the form and manner required of any employee. The requirement for a claim form shall apply to mileage reimbursement under Section 6 of this contract.

SECTION 15. INDEMNIFICATION.

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise or settle a claim or suit and agrees that he will sign any settlement agreement involving only the payment of money by the Employer or a third party. However, if the Employee is a named party to the suit and the settlement agreement requires that the Employee perform or refrain from performing any conduct, Employee's written consent must be given for the compromise or settlement, which consent shall not be unreasonably withheld. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall contin-

ue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation if those services occur after Employee is no longer an Employee of the Employer.

SECTION 16. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. Employer, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the Municipal Code, or any other law.

B. Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer.

SECTION 18. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor,
City of Hughson, P.O. Box 9,
Hughson, CA 95326
- (2) Employee: Raul L. Mendez
5801 Chenault Drive
Modesto, CA 95356

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

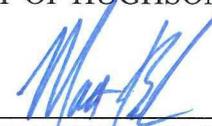
SECTION 19. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Contract between the parties.
- B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Contract shall become effective on the date first written above.
- D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

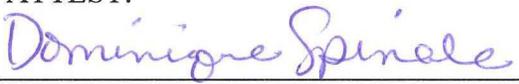
IN WITNESS WHEREOF, the City of Hughson has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

"EMPLOYER"

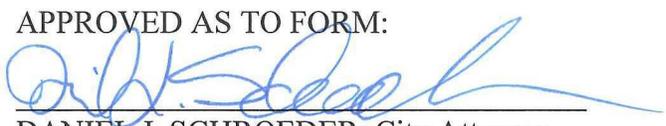
CITY OF HUGHSON

By: 
MATT BEEKMAN, Mayor

ATTEST:


DOMINIQUE SPINALE, Deputy City Clerk

APPROVED AS TO FORM:


DANIEL J. SCHROEDER, City Attorney

"EMPLOYEE"


RAUL L. MENDEZ



CITY OF HUGHSON AGENDA ITEM NO. 3.7

SECTION 3: CONSENT CALENDAR

Meeting Date: April 25, 2016
Subject: Consideration to Accept the 2015 Annual General Plan Report and the 2015 Annual Housing Element Progress Report
Enclosures: 2015 Annual Report, City of Hughson General Plan
2015 Annual Housing Element Progress Report
California Government Code, Section 65400
Presented By: Jaylen French, Community Development Director
Approved By: _____

Staff Recommendation:

Accept the 2015 Annual General Plan Report and the 2015 Annual Housing Element Progress Report

Background and Overview:

Pursuant to Government Code Section 65400, the City of Hughson must provide an annual report—by April 1 of each year—to the City Council, the Office of Planning and Research, and the Department of Housing and Community Development on the progress made toward implementing the General Plan goals and policies during the reporting period.

The Hughson Planning Commission, at their regularly scheduled meeting on April 19, 2016, adopted Resolution No. PC 2016-01, accepting the 2015 Annual General Plan Progress Report and the 2015 Annual Housing Element Progress Report for transmittal to the City Council, the State Office of Planning & Research (OPR) and the State Department of Housing and Community Development (HCD).

Discussion:

The purpose of the Annual Report is to 1) provide an assessment or status update on the City's progress towards implementing the General Plan and 2) provide an assessment of the progress in meeting the City's share of regional housing needs and must include local efforts to remove governmental constraints to the maintenance, improvement, and development of housing, the degree to which its

approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 as well as, (c) the date of the last revision to the general plan.

This report serves to assess how the General Plan is being implemented in accordance with adopted goals, policies and implementation measures; identify any necessary adjustments or modifications to the General Plan as a means to improve local implementation; provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation measures contained in the General Plan; and to provide information regarding local agency progress in meeting its share of regional housing needs.

City staff acknowledges the fact that the deadline to submit the annual reports to the State has passed. The report, upon acceptance by the Hughson City Council, will be immediately submitted to the State. City staff will make every effort to ensure that these reports are submitted by the desired date next year.

Fiscal Impact:

There is no fiscal impact associated with accepting the 2015 Annual General Plan Report and the 2015 Annual Housing Element Progress Report.

2015 ANNUAL REPORT City of Hughson General Plan



INTRODUCTION

California Government Code Section 65400 requires each municipality to present an annual report on its General Plan to its legislative body, i.e. City Council, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD) by April 1 of each year.

The purpose of the Annual Report is to 1) provide an assessment or status update on the City's progress towards implementing the General Plan and 2) provide an assessment of the progress in meeting the City's share of regional housing needs; and must include local efforts to remove governmental constraints to the maintenance, improvement, and development of housing, the degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 as well as the date of the last revision to the general plan.

This report will serve to assess how the General Plan is being implemented in accordance with adopted goals, policies and implementation measures; identify any necessary adjustments or modifications to the General Plan as a means to improve local implementation; provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation measures contained in the General Plan; and provide information regarding local agency progress in meeting its share of regional housing needs.

GENERAL PLAN

Hughson's General Plan was adopted on December 12, 2005. The General Plan contains the seven State-required elements: land use, circulation, housing, conservation, open space, noise and safety. The latest Housing Element was adopted by the Hughson City Council on December 14, 2015. The State allows the combining of elements or the addition of new elements as long as the required seven elements are present in some fashion. Hughson's General Plan combines the required conservation and open space elements and adds a public services and facilities element. The Hughson General Plan therefore contains the following elements:

- Land Use
- Circulation
- Conservation and Open Space
- Public Services and Facilities
- Safety
- Noise
- Housing

Local governments are required to keep their General Plans current and internally consistent. There is no specific requirement that a local government update its General Plan on a particular timeline, with the exception of the Housing Element, which is required to be updated every eight (8) years. The City will next update its Housing Element by the year 2023.

The following represents the progress the City has made toward implementing the goals and guiding policies of the General Plan during this reporting period. The list is organized to correspond with the elements of the Hughson General Plan.

LAND USE

Amendments

There were no amendments to the City of Hughson General Plan Land Use Element in 2015; however, there were two (2) amendments to the City's Zoning Code that could affect land use in the coming years. These are described below. Further, the City Council adopted an update to the City's Housing Element, which was subsequently certified by the California Department of Housing and Community Development (HCD).

Progress

Reasonable Accommodations Ordinance

(Hughson City Council Ordinance No. 2015-07)

The federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act ("Acts") prohibit discrimination against individuals with disabilities and requires that cities take affirmative action to eliminate regulations and practices that deny housing opportunities to individuals with disabilities.

In regards to Reasonable Accommodations, the Acts require that cities seek to provide a procedure for individuals with disabilities, or their representatives, to request reasonable accommodation in seeking equal access to housing in the application of zoning laws and other land use regulations, policies and procedures.

Further, California Senate Bill 520 (SB 520) requires that all cities and counties establish a reasonable accommodation procedure in their zoning ordinance. The ordinance should provide the ability for exceptions in zoning and land use for housing for persons with disabilities. A request for reasonable accommodations can be made by an individual with a disability protected under fair housing laws.

On July 27, 2015, the Hughson City Council approved adding a new chapter to the Hughson Municipal Code, §17.03.062, establishing a procedure to request reasonable accommodation, in an effort to reflect the City's intention to encourage fair and equitable housing for the disabled and to simplify the land use review process.

Transitional and Supportive Housing Ordinance
(Hughson City Council Ordinance No. 2015-08)

Pursuant to Senate Bill 2 (SB 2), the City must explicitly allow both supportive and transitional housing types in all zones that allow residential development. Transitional and supportive housing is intended to provide temporary housing, often with supportive services, to formerly homeless persons for a period that is typically between six (6) months and 24 months. The supportive services, such as job training, rehabilitation and counseling help individuals gain life skills necessary for independent living.

On July 27, 2015, the Hughson City Council approved Ordinance No. 2015-08 ensuring that transitional and supportive housing is allowed by right (i.e. is a permitted use) in all zones in which residential uses are allowed and subject to only the same restrictions as residential uses contained in the same type of structure. In essence, the Council ensured that it was no more difficult to obtain approval for the development of transition and supportive housing than residential housing. Under this Ordinance, the City will: 1) Update the transitional housing element in Table 17.02.032.1, Allowed Uses in Zoning Districts; and 2) Revise the definition of Transitional Housing to state it is allowed in all residential zones; and 3) Add a definition for Supportive Housing, as well as a definition for Target Population which accompanies Supportive Housing.

2015 Housing Element Update

On December 14, 2015, the Hughson City Council adopted the 2015 Update to the Hughson General Plan Housing Element (5th Cycle). The City's Housing Element was last adopted in 2009. A housing element is one of the seven mandated elements of a local general plan. Housing element law, enacted in 1969, mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in the State rests largely upon the effective implementation of local general plans and, in particular, local housing elements.

The City of Hughson is required to adopt and submit a Housing Element to HCD for review and certification by December 31, 2015. The Housing Element, which covers the planning period between December 31, 2015 and December 31, 2023, must show how the City of Hughson will accommodate the region's RHNA Allocation.

The Housing Element has several unique requirements that set it apart from the other six General Plan elements. State law (Government Code Sections 65580 et seq.) specifies in detail the topics that the Housing Element must address and sets a schedule for regular updates (currently every eight years). The Housing Element is also the only element reviewed and certified by the State for compliance with State law. The California Department of Housing and Community Development (HCD) is the State agency responsible for this certification. The purpose of the Housing Element is to identify the community's housing needs, to state the community's goals and objectives with regard to housing production, rehabilitation, and conservation to meet those needs, and to define the policies and programs that the community will implement to achieve the stated goals and objectives.

The proposed 2015 Housing Element Update consists of two parts: a Background Report (Executive Summary, Introduction, and Sections I through IV) and a Policy Document (Section V). The Background Report identifies the nature and extent of the City's housing needs, which in turn provides the basis for the City's response to those needs in the Policy Document. The Background Report also presents information on the community setting in order to provide a better understanding of its housing needs. On January 6, 2016, HCD provided the City with a Letter of Compliance, certifying the City's Housing Element for the next eight (8) years.

CIRCULATION

Amendments

There were no amendments to the Circulation Element in 2015.

Progress

- A. On May 11, 2015, the Hughson City Council awarded a contract for the Tully Road Rail Road Crossing Project, which is part of the larger Tully Road reconstruction project, which spanned from Whitmore Avenue to Santa Fe Avenue. On October 26, 2015, the City Council accepted the Tully Road Railroad Crossing Project improvements and authorized the City Clerk to file the Notice of Completion.
- B. The larger project, while the contractor has completed their work, is still outstanding due to gas transmission vaults that were located by Pacific Gas &

Electric (PG&E) staff in the Tully Road right-of-way. Therefore, this portion of the project has been left untouched until such time that PG&E can relocate these gas lines.

- C. On July 27, 2015, the Hughson City Council awarded a contract for the Hughson Avenue Improvement Project to McFadden Construction, Inc., which included the reconstruction of Hughson Avenue from 7th Street to the east end as well as the installation of sidewalk on the north side of the roadway. This work was completed in late-2015. The City Council accepted the improvements and directed the City Clerk to file the Notice of Completion on March 14, 2016.
- D. In late 2015, Embree Asset Group, the project proponent for the Hughson Dollar General retail store, constructed roadway and sidewalk improvements at the intersection of Hughson Avenue and 4th Street. These improvements were constructed as part of the construction of the retail store.
- E. In 2014, the City of Hughson was awarded Active Transportation Program (ATP) funds to construct a sidewalk infill project on Fox Road from Charles Street to Tully Road. Preliminary engineering, design and environmental work continued in 2015. This project will be completed in Fiscal Year 2016-2017.

CONSERVATION AND OPEN SPACE

Amendments

There were no amendments to the Conservation and Open Space Element in 2015.

Progress

- A. On September 28, 2015, the Hughson City Council authorized the City Manager to enter into a Memorandum of Understanding (MOU) with the members of the Turlock Groundwater Basin Association (TGBA) for the purposes on coordinating activities for compliance with the Sustainable Groundwater Management Act (SGMA).

SGMA was signed by Governor Brown in September 2014 and went into effect January 1, 2015. SGMA has a number of tasks and deadlines associated with

it, including creating a Groundwater Sustainable Agency (GSA) by June 30, 2017 and adopting a Groundwater Sustainable Plan (GSP) by December 2020.

The TGBA decided to create a Post-SGMA MOU to set forth an approach to the SGMA compliance, including: Turlock Sub-basin's governance structure (single or multiple GSAs), preferred planning method of a GSP, as well as tools, resources, education, and outreach methods that need to be developed to inform stakeholders. Another purpose of the Post-SGMA MOU is to help increase the TGBA's voice in local groundwater management and to display good faith efforts in working together on a local level.

The TGBA and a new group called the West Turlock Subbasin Group continue to meet frequently to discuss matters necessary to comply with SGMA. The WTSG is in the process of preparing a Joint Powers Agreement (JPA) for the formation of the GSA.

- B. In August 2014, the City Council declared a water 'shortage' emergency and amended the Hughson Municipal Code, Chapter 13 to ensure the City is conserving as much water as possible. In 2015, the City continues to enforce the water restrictions set then. The restriction limits outdoor irrigation to two (2) days a week—Tuesdays and Saturday for even numbered addresses and Wednesdays and Sundays for odd numbered addresses.

PUBLIC SERVICES AND FACILITIES

Amendments

There were no amendments to the Public Services and Facilities Element in 2015.

Progress

- A. In early 2014, the City of Hughson received Notice of Application Acceptance for a State Revolving Loan for the Well #7 Replacement Project. This project is intended to replace City of Hughson Well #7, which recently was removed from the municipal water distribution system due to high arsenic levels. The project includes the drilling of a new City well, Well #9, and the re-drilling of an existing City well, Well #5, as well as central arsenic treatment between the two wells. This project is being implemented to address a cease-and-desist order served by the State regarding arsenic levels in the City's municipal water system.

In 2015, the City continues to coordinate with the State on the overall project and in particular the financing agreement. Currently, at the request of the State Water Board, the City is completing additional environmental analysis for the project. Once complete, the State will finalize the financing agreement and the City can begin construction efforts.

Additionally, the City continues to provide the State Water Board with quarterly progress reports on the City's efforts to address the arsenic compliance order.

- B. The City of Hughson prepared a Spill Response Plan for Hazardous/Non-Hazardous Materials and Wastes to provide guidelines for the control and mitigation of non-storm water spills that enter the City's storm water conveyance system. The plan focuses on processes and procedures for responding to non-storm water spills involving hazardous/non-hazardous materials and waste.

SAFETY

Amendments

There were no amendments to the Safety Element in 2015.

Progress

- A. The Planning Commission or City Council did not approve a project in calendar year 2015, which would constitute implementation of the Safety Element of the General Plan.

NOISE

Amendments

There were no amendments to the Noise Element in 2015.

Progress

The Planning Commission or City Council did not approve a project in calendar year 2015, which would constitute implementation of the Noise Element of the General Plan.

HOUSING

Amendments

The Hughson City Council adopted the Housing Element and Amended the General Plan to incorporate the 2015 Housing Element Update on December 14, 2015 through Resolution No. 2015-34.

Progress

California housing element law, enacted in 1969, mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in the State rests largely upon the effective implementation of local general plans and, in particular, local housing elements.

The Housing Element is one of seven required elements of the General Plan; however, the Housing Element has several unique requirements that set it apart from the other six General Plan elements. State law (Government Code Sections 65580 et seq.) specifies in detail the topics that the Housing Element must address and sets a schedule for regular updates (currently every eight years). The Housing Element is also the only element reviewed and certified by the State for compliance with State law. The California Department of Housing and Community Development (HCD) is the State agency responsible for this certification.

The City of Hughson is required to adopt and submit a Housing Element to the State Department of Housing and Community Development (HCD) for review and certification by December 31, 2015. The Housing Element, which covers the planning period between December 31, 2015 and December 31, 2023, must show how the City of Hughson will accommodate the region's Regional Housing Needs Assessment (RHNA) Allocation.

According to the Final Regional Housing Needs Plan (RHNP) for Stanislaus County, 2014-2023, the City of Hughson's share of the total region's allocation is 218 housing units.

The City submitted a Draft 2015 Housing Element to HCD for a 60-day review period on July 27, 2015 and in September 2015 HCD submitted informal comments to the City. City staff and its consultant, Mintier Harnish responded to the comments by making revisions to the Housing Element on September 15, 2015, and September 24, 2015. HCD confirmed, in a conditional approval letter sent on September 25, 2015, that the Draft Housing Element, with the revisions, meets the statutory requirements of State housing element law. The letter states that barring significant changes to the Draft Housing Element, HCD will certify the document following approval by the City Council.

An Initial Study/Negative Declaration was prepared for the General Plan Amendment through adoption of the 2015 Housing Element Update in accordance with the requirements of the California Environment Quality Act (CEQA). This was made available for public review and comment for 30 days starting on September 30, 2015.

After the December 14, 2015 adoption of the Housing Element, HCD provided a Letter of Compliance dated January 6, 2016.



**Table A2
2015 Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired
pursuant to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity		0		0	Four (4) low-income rental units, which were empty at risk to be lost from the housing stock, were rehabilitated in 2015 and are now rented to low-income families. Unfortunately, these do not have long term rental restrictions and therefore cannot be counted Table A2 per Government Code Section 65583.1
(2) Preservation of Units At-Risk		0		0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary



Table A3

**2014 Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported in Table A)**

	Single Family	2 - 4 Units	5+ Units	Second Unit	Mobile Homes	Total
No. of Units Permitted for Moderate						0
No. of Units Permitted for Above Moderate	3					3

2015 CITY OF HUGHSON HOUSING ELEMENT ANNUAL PROGRESS REPORT



Table B
Regional Housing Needs Allocation Progress
 Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level	RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	53	0									
	Non-deed restricted		0									
Low	Deed Restricted	34	0									
	Non-deed restricted		0									
Moderate	Deed Restricted	38	0									
	Non-deed restricted		0									
Above Moderate		93	26	3								64
Total RHNA by COG. Enter allocation number:		218	26	3								
Total Units ▶ ▶ ▶												
Remaining Need for RHNA Period ▶ ▶ ▶ ▶ ▶												189



**Table C
Program Implementation Status**

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.
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Name of Program	Objective	Timeframe	Status of Program Implementation
New Housing Development			
Policy H-1.1	The City shall strive to secure funding that provides home ownership opportunities.	Apply as available	Staff continues to seek out and apply for funding opportunities.
Policy H-1.2	The City shall assist developers, nonprofit organizations, and other qualified private sector organizations in applying for Federal and State housing programs and/or grants to develop and manage housing.	Ongoing	Staff meets and coordinates with each developer on all aspects of a proposed project and offers to assist where applicable. Staff works closely with nonprofits and other organizations and offers to assist where applicable.
Policy H-1.3	The City shall ensure that sufficient land is available and zoned at a range of residential densities to accommodate the City's regional share of housing.	Continuous	Staff reviews the General Plan periodically to ensure sufficient land. Further, staff prepares an annual General Plan Progress Report which helps to identify potential deficiencies.
Policy H-1.4	The City shall encourage the development of new mixed-income and mixed-use development projects as a means of increasing the housing supply while promoting diversity and neighborhood vitality.	Continuous	Staff encourages and proactively seeks mixed income and mixed use developments, especially in the downtown and residential core of the City.
Policy H-1.5	The City shall ensure that there is a sufficient supply of multifamily zoned land to meet the housing need identified in the Regional Housing Needs Assessment (RHNA).	Continuous	The City adopted an update to the Housing Element on December 14, 2015. There is currently sufficient multifamily zoned land to meeting the identified RHNA need.
Policy H-1.6	Consistent with "no-net-loss" density provisions contained in Government Code Section 65863, the City shall consider the potential impact on the City's ability to meet its share of the regional housing need when reviewing proposals to downzone residential properties, reclassify residentially-designated property to other uses, or develop a residential site with fewer units than what is assumed for the site in the Housing Element sites inventory.	Continuous	Staff will evaluate all proposals seeking to downzone, reclassify residentially zoned land or develop a site with less density than previously assumed to ensure the City can meeting its share of the identified housing need.
Policy H-1.7	If necessary, the City shall consider annexing land to meet the housing needs of lower-income households.	As needed	Staff will, as needed, consider annexing land to meet the housing needs of all income levels.

2015 CITY OF HUGHSON HOUSING ELEMENT ANNUAL PROGRESS REPORT



Name of Program	Objective	Timeframe	Status of Program Implementation
Affordable Housing			
Policy H-2.1	The City shall strive to generate Federal, State and other program assistance for eligible activities within the City that address affordable housing needs.	Continuous	The City strives for program assistance as best as possible, but has limited ability to generate assistance
Policy H-2.2	The City shall encourage the development of affordable housing by continuing to administer programs that assist low-income and special needs persons.	Continuous	Staff continues to administer programs that assist low-income and special needs persons as best as possible.
Policy H-2.3	The City shall coordinate with the Stanislaus County Housing Authority to meet the growing demand for public housing units and to obtain more Housing Choice Vouchers	Continuous	Staff coordinates with Stanislaus County Housing Authority as applicable.
Policy H-2.4	The City shall allow developers to “piggyback” or file concurrent applications (i.e., rezones, tentative tract maps, conditional use permits, variance requests, etc.) if consistent with applicable processing requirements	As appropriate	Staff allows, and offers as a solution, concurrent application submittal and processing
Policy H-2.5	The City shall consider incentives (i.e., density bonus units, fee reductions, fee deferral, fast-tracking, etc.) to developers of residential projects who agree to provide the specified percentage of units mandated by State law at a cost affordable to very low- and/or low-income households	As appropriate	Staff proactively coordinates with each developer during each development proposal to address all housing and other issues.
Policy H-2.6	The City shall consider fee deferrals or fee reductions for zone changes for affordable multifamily projects	As appropriate	Staff allows, and offers as a solution, fee deferrals or reductions for such development projects.
Policy H-2.7	The City shall ensure that the Hughson General Plan Area contains sufficient land available to meet the City’s low- and very low-income Regional Housing Needs Allocation (e.g., land zoned for higher densities).	Continuous	Staff reviews the General Plan periodically to ensure sufficient land. Further, staff prepares an annual General Plan Progress Report which helps to identify potential deficiencies.
Policy H-2.8	The City shall encourage coordination and cooperation among housing providers and program managers to ensure that sufficient affordable housing is provided and that it is provided efficiently	As appropriate	As appropriate, staff continues to coordinate with our partners and other housing providers to improve the viability of affordable housing
Policy H-2.9	The City shall encourage and facilitate the construction of secondary dwelling units on existing and new single-family parcels as a means of proving additional sources of rental housing	As appropriate	Staff allows, and offers as a options to existing and new homeowners, the ability to construct secondary units.
Policy H-2.10	The City shall allocate funds from available sources to the first time homebuyer program.	As appropriate	Staff continues to allocate funds from available sources to first time homebuyer programs.

2015 CITY OF HUGHSON HOUSING ELEMENT ANNUAL PROGRESS REPORT



Name of Program	Objective	Timeframe	Status of Program Implementation
Neighborhood Preservation / Housing Rehabilitation			
Policy H-3.1	The City shall maintain and upgrade public service facilities (streets, curb, gutter, drainage facilities, and utilities) to encourage increased private market investment in declining or deteriorating neighborhoods.	Ongoing, as funding becomes available	The City continues to invest in its infrastructure. In 2015, the City completed the Hughson Avenue and Tully Road projects. In upcoming years, the City will undertake Fox Road, Whitmore Avenue and additional areas of Hughson Avenue.
Policy H-3.2	The City shall strive to eliminate incompatible land uses or blighting influences from residential neighborhoods through cooperative neighborhood improvement programs, targeted code enforcement, and other available regulatory measures.	Continuous	Staff continues to focus on neighborhood preservation issues and has compiled a team of code enforcement, building, police services and fire to address issues.
Policy H-3.3	The City shall continue to encourage the rehabilitation of substandard residential properties by homeowners and landlords, using code enforcement when necessary, to improve overall housing quality and conditions in the city	Ongoing	Staff continues to focus on neighborhood preservation issues and has compiled a team of code enforcement, building, police services and fire to address issues.
Policy H-3.4	The City shall prioritize code enforcement activities for housing and provide adequate funding and staffing to support code enforcement and graffiti abatement programs	Ongoing	Staff continues to focus on neighborhood preservation issues and has compiled a team of code enforcement, building, police services and fire to address issues.
Policy H-3.5	The City shall promote orderly growth of neighborhoods by phasing the approval of building permits to one area of a subdivision at a time to allow for timely extension of infrastructure and efficient use of resources	As appropriate	Staff is being proactive in its planning efforts and will continue to seek orderly development in all aspects.
Policy H-3.6	Pursuant to SB 244 (Wolk, 2011), to the extent that the City identifies disadvantaged unincorporated communities that desire to be annexed into the city, the City shall strive to annex the areas and improve water, sewer, drainage, and fire protection service deficiencies based upon available resources.	As appropriate	The City will consider the annexation of unincorporated communities that desire to be annexed.

2015 CITY OF HUGHSON HOUSING ELEMENT ANNUAL PROGRESS REPORT



Name of Program	Objective	Timeframe	Status of Program Implementation
Equal Opportunity Housing and Discrimination Prevention			
Policy H-4.1	The City shall strive to eliminate housing discrimination and ensure equal housing opportunities to all residents regardless of age, religion, race, creed, sex, sexual orientation, marital status, ancestry, national origin, disability, economic level, and other arbitrary factors	Continuous	The City strives to eliminate discrimination in all aspects of the City and in housing. In 2015, the City passed a Reasonable Accommodation ordinance and adopted an ADA service request / complaint form and process. We work closely with the public and our partners to reduce or eliminate discrimination.
Policy H-4.2	The City shall assist in the enforcement of fair housing laws by providing information and referrals to the public.	As applicable	Staff works closely with the Hughson Family Resource Center and other organizations and frequently refers the public to these groups.
Special Needs			
Policy H-5.1	The City shall strive to ensure housing is available to the elderly, persons with disabilities (including developmental disabilities), large households, farmworkers, female-headed households, and the homeless in need of basic, safe housing in areas near service providers, public transportation, and service jobs	Continuous	The City strives to ensure housing is available to all in the City. In 2015, the City passed a Reasonable Accommodation ordinance and adopted an ADA service request / complaint form and process. We work closely with the public and our partners to reduce or eliminate discrimination.
Policy H-5.2	The City shall support applications for County, State, and Federal funding for the construction and rehabilitation of supportive housing for persons with disabilities, including developmental disabilities.	As funding is available.	No activity has occurred. The City will continue to its effort to implement this program.
Policy H-5.3	The City shall ensure mobility for low-income, senior, and non-mobile residents and allow accessibility to shopping and medical facilities, by coordinating with Stanislaus County to enhance public transportation to the City of Hughson	Continuous	The City works closely with Stanislaus Regional Transit (StaRT) for public transportation services. StaRT provides the following services to Hughson: 1) Runabout Service and 2) Dial-a-Ride service. In addition, residents can use Commute Connection, the regions rideshare service
Policy H-5.4	The City shall monitor the homeless population in Hughson and support efforts to establish or expand homeless shelters if the need arises	Continuous	In 2015, the County kicked-off its Focus On Prevention initiative regarding homelessness. Hughson is an active participant in this effort and brought in other local partners to address.
Policy H-5.5	The City shall work with area homeless service providers and social services organizations to expand shelter opportunities, as needed, for specialized homeless groups,	Continuous	The City continued to work with housing service providers to place homeless individuals or those at risk of becoming homeless.

2015 CITY OF HUGHSON HOUSING ELEMENT ANNUAL PROGRESS REPORT



Name of Program	Objective	Timeframe	Status of Program Implementation
	such as children and families, those with chronic mental illness, and the disabled.		
Policy H-5.6	The City shall support for-profit and nonprofit housing developers of farmworker housing by assisting in potential site identification and supporting applications for funding	Continuously	The City supports all development project proponents with site selection, application support and in other ways as needed.
Sustainability, Residential Energy Efficiency and Water Conservation			
Policy H-6.1	The City shall continue to encourage new residential construction to exceed State requirements for energy efficiency	As projects are processed	The City first uses the most recent California Building Code as the minimum residential construction standard and further uses the adopted Hughson Residential Design Expectations and Design Review process to encourage energy efficiency in all units. Further, the City has joined the HERO Program to offer existing residential to make energy efficiency improvements.
Policy H-6.2	The City shall encourage homeowners and property owners of existing residential buildings to incorporate energy and water efficient features and renewable energy facilities in structures	Continuous	The City has joined the HERO Program to offer existing residential to make energy efficiency improvements
Policy H-6.3	The City shall establish a development pattern to the greatest extent possible that helps reduce vehicle miles traveled and promotes pedestrian and bicycle access and transit ridership	Continuous	Staff continues to promote a compact and efficient development pattern and encourages the redevelopment of existing areas as well as infill development.
Policy H-6.4	The City shall continue to promote sustainable housing practices that incorporate a “whole system” approach to siting, designing, and constructing housing that is integrated into the building site; consumes less energy, water, and other resources; and is healthier, safer, more comfortable, and durable	As projects are processed	Staff continues to support this practice.
Policy H-6.5	The City shall ensure that housing growth does not exceed the City’s supply of water	Continuous	The City continues to monitor its water usage, the groundwater table depth, contaminants in public use wells and other factors regarding water use. Per State law a Sustainable Groundwater Management Agency and Plan are required to be developed by 2020. The City is an active participant in this effort.

2015 CITY OF HUGHSON HOUSING ELEMENT ANNUAL PROGRESS REPORT



Name of Program	Objective	Timeframe	Status of Program Implementation
Implementation Monitoring			
Policy H-7.1	The City shall continually work to improve the day-to-day implementation of Housing Element programs	Continuous	The City shall do everything in its power to improve the day-to-day implementation of the Housing Element Programs
Policy H-7.2	The City shall monitor and annually report on implementation of the Housing Element	Continuous & Annually	The City, by April 1 st each year will prepare an annual report on the Housing Element and will monitor throughout the year the implementation of the programs.

California Government Code

Chapter 3, Local Planning, Article 7, Administration of General Plan, §65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.



CITY COUNCIL AGENDA ITEM NO.6.1

SECTION 6: NEW BUSINESS

Meeting Date: April 25, 2016
Subject: Consideration to Adopt Resolution No. 2016-13, Approving the Expenditure of Public Facilities Development Impact Fee Funds for the City of Hughson Office Remodel
Enclosures: Resolution No. 2016-13
Presented By: Shannon Esenwein, Finance Director

Approved By: _____

Staff Recommendation:

Adopt Resolution No. 2016-13, approving the expenditure of Public Facilities Development Impact Fee funds for the City of Hughson office interior remodel.

Background and Overview:

The City of Hughson City Hall building was purchased in 1975. The building was originally the Church of Christ and later converted to a clothing store and a beauty shop. Over the years, various minor exterior and interior improvements have been made, including painting, ceiling and wall repairs, electrical, IT improvements, various other improvements. However, the current front counter, cubicles, office furniture and carpeting were purchased and installed in the 1990's. These interior furnishings, which have served the City well, are now over 20 years old and are in need of being replaced.

Additionally, City staffing levels recently have declined from 28 full-time employees to the current level of 15 full-time employees. At the peak, staff was stationed at City Hall, in the Annex building as well as within the Community Center building. While not returning to peak staffing levels in the near future, it is expected that full-time staffing levels will increase slightly. Plus, with the number of interns that the City has been fortunate enough to retain through an exciting partnership with California State University, Stanislaus, there is now a need for additional workspace in the City Hall building.

The intent of the office remodel project is to address both of these issues. This item is to formally seek approval of the expenditure of funds, which were identified in the City of Hughson Fiscal Year 2015-2016 Final Budget adopted on October 12, 2015.

Discussion:

As good stewards of public funds and as a staff that carefully considers multiple options before moving forward with any effort, various ideas have arisen regarding the future of the City Hall building. One option explored was constructing a new City Hall, which would provide room for staff to increase, would better incorporate our Police Services, would provide an aesthetic upgrade and would more effectively and efficiently utilize the available land. For good reasons, the City Council has directed staff to explore other options. Therefore, City staff has turned its focus to an interior remodel.

Over the last several months, City staff has methodically and carefully considered the look and feel of the office, not only from the public or visitor's standpoint, but from the current and future employee's standpoint. City staff has chosen to move forward with a more open interior to drive collaboration and communication. This will provide a more modern look (through new cubicles, office furniture, carpet, etc.), and appear less cluttered and more transparent to the public.

Part of the remodel will also be a new front counter that was designed to help serve the public. One or two employees will sit within workspaces design in the counter and thus have better access to and are able to better serve the public. This frees up additional space in the office and one additional workspace will be provided. Additionally, the office copier will be moved to the main area, which makes it easier and more efficient to pick-up a print job and frees up space for one additional office. Therefore, the office remodel offers the opportunity to provide two additional workspaces in the existing City Hall.

All of this will be accomplished as well as providing a more aesthetic atmosphere for the public and employees every day. City staff will continue to explore other areas of City Hall for improvement along these same lines. Another project in progress is the City Council Chamber Upgrade. City staff has explored a variety of options that will improve the functionality of the Chambers for public meetings, trainings, etc. City staff plans to bring this item forward for consideration in the upcoming month.

Fiscal Impact:

City staff is proposing to use Public Facilities - Development Impact Fees for the office remodel. These fees are collected as part of development projects to help fund public facilities improvements required by the City to serve the residents. The City of Hughson Fiscal Year 2015-2016 Final Budget adopted on October 12, 2015 identified \$120,000 in Public Facilities Impact Fees (Fund 41) for the office remodel and phone system upgrade. The phone system upgrade will be Phase 2 of these City Hall improvements.

It is estimated that the office remodel will cost \$80,000. The remaining funds will be used for the phone upgrade. Any remaining funds after the phone upgrade will be redirected to other public facilities priorities as determined by the City Council through City staff.

CITY COUNCIL
CITY OF HUGHSON
RESOLUTION NO. 2016-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING THE EXPENDITURE OF PUBLIC FACILITIES DEVELOPMENT
IMPACT FEE FUNDS FOR THE CITY OF HUGHSON OFFICE REMODEL**

WHEREAS, the current City Hall furnishings are dated, worn and do not reflect the atmosphere that is desired for the public or staff; and

WHEREAS, City Hall as currently furnished does not provide enough or adequate workspace for existing and future staffing levels; and

WHEREAS, City staff has explored various options to address the many issues facing the City in terms of staffing and available workspaces, and the preferred option of the City Council is to undertake an office remodel; and

WHEREAS, City staff has methodically and carefully considered the look and feel of the office, not only from the public or visitor's standpoint, but from the current and future employee's standpoint. Staff has chosen a more open interior to drive collaboration and communication. This not only provides a more modern look (through new cubicles, office furniture, carpet, etc.), but appears less cluttered and more transparent to the public; and

WHEREAS, part of the remodel will be a new front counter that was designed to staff one to two employees to provide better access to and ability to better serve the public; and

WHEREAS, the updated front counter in turn frees up additional space for workspaces in the office; and

WHEREAS, a new office will be provided by moving the office copier to the main area of City Hall, which not only makes it easier and more efficient to pick-up a print job, but frees up a space for one additional office, so two additional workspaces are provided through the office remodel; and

WHEREAS, City staff is proposing to use Public Facilities Development Impact Fees, which are collected as part of development projects to help fund public facilities required of the City to serve the public; and

WHEREAS, it is estimated that the City Hall remodel will cost \$80,000, within the estimated amount in the City of Hughson 2015-2016 Final Budget.

NOW, THEREFORE, BE IT RESOLVED that the Hughson City Council does hereby approve the expenditure of Public Facilities Development Impact Fee funds for the City of Hughson office interior remodel.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regularly scheduled meeting on this 25th day of April 2016 by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

MATT BEEKMAN, Mayor

ATTEST:

CHRISTINE TALLMAN, Interim City Clerk



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

AGENDA
TUESDAY, APRIL 19, 2016 – 6:00 P.M.

CALL TO ORDER: Chair Alan McFadon

ROLL CALL: Chair Alan McFadon
Vice Chair Mark Fontana
Commissioner Karen Minyard
Commissioner Julie Ann Strain
Commissioner Ken Sartain

Staff to be Present: Jaylen French, Community Development Director
Monica Streeter, Deputy City Attorney

FLAG SALUTE: Chair Alan McFadon

RULES FOR ADDRESSING THE PLANNING COMMISSION

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

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

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

2. PRESENTATIONS: NONE.

3. NEW BUSINESS:

- 3.1: Approve the Minutes of the Rescheduled Regular Meeting of March 15, 2016.
- 3.2: Adopt Resolution No. PC 2016-01, Accepting the 2015 Annual General Plan Progress Report and the 2015 Annual Housing Element Progress Report.

4. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

5. INFORMATIONAL ITEMS:

- 5.1: Feathers Glen Subdivision Update.
- 5.2: Farmers' Market (May 5, 2016).
- 5.3: New Hughson Business – CA Luxury Auto Detailing.
- 5.4: City's Website Update.

6. CORRESPONDENCE: NONE.

7. COMMENTS:

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

Community Development Director:

City Clerk:

City Attorney:

- 7.2: Commissioner Comments: (Information Only – No Action)

ADJOURNMENT:

WAIVER WARNING

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

UPCOMING EVENTS:

April 23	▪ Love Hughson, Hughson Senior Center, 7:00 A.M.
April 25	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.

April 30	▪ Taste of Hughson, St. Anthony's Catholic Church, 6:00 P.M.
April 30-May 1	▪ Hughson Fruit and Nut Festival, Hughson Avenue, 10:00 A.M. to
April 30-May 1	▪ Citywide Yard Sale
May 9	▪ City Council Meeting, City Hall Chambers, 7:00 P.M.
May 10	▪ Parks and Recreation Commission, City Hall Chambers, 6:00 P.M.
May 17	▪ Planning Commission, City Hall Chambers, 6:00 P.M.

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

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

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

Notice Regarding Non-English Speakers:

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

AFFIDAVIT OF POSTING

DATE: April 14, 2016 **TIME:** 6:00pm
NAME: Christine Tallman **TITLE:** Interim City Clerk

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

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

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

